



TOWN COUNCIL HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, November 13, 2024 at 6:00 PM

AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Wednesday, November 13, 2024**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor | Michael Farrar

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

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

<https://us02web.zoom.us/j/82661513795>

if the meeting requests a password use 1234

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

MAYOR'S TOWN UPDATE

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

PUBLIC HEARING

- [1.](#) Request for Disconnection #1 (~981 acres), Gooseberry Springs Ranch, LLC and BLM.
- [2.](#) Request for Disconnection #2 (3,357 acres), Redstone at Canaan, LLC, Canaan Mountain Wilderness and BLM.
3. Amend Fee Schedule for Solid Waste (Trash) Increase, Resolution-R-2024-38.
4. Amend Policies & Procedures (Employments Classifications/Compensation and Leave), Resolution R-2024-40.

DISCUSSION AND ACTION

- [5.](#) Joint Defense Memorandum with Colorado City.
IGA has been signed and approved, pending Joint Defense Memorandum. They go together, but they are different in function.
- [6.](#) Resolution-R-2024-38, Amend Fee Schedule for Solid Waste (Trash) Increase.
- [7.](#) Resolution R-2024-40, Amend Policies & Procedures (Employments Classifications/Compensation and Leave).
- [8.](#) Ordinance O-2024-84, Amend Title 11.02 Subdivisions.
*Planning Commission recommendation on November 6, 2024.
- [9.](#) Ordinance-O-2024-85, Amend Title 10.10.020 A Agricultural Zone.
*Planning Commission recommendation on November 6, 2024.

CONSENT AGENDA

The Consent Portion of the Agenda is approved by one (1) non-debatable motion. If any Council Member wishes to remove an item from the Consent Portion of the agenda, that item becomes the first order of business on the Regular Agenda.

- [10.](#) Minutes: September 26, 2024.
- [11.](#) Minutes: October 2, 2024.
- [12.](#) Minutes: October 9, 2024.
- [13.](#) Minutes: October 23, 2024.
- [14.](#) Minutes: October 8, 2024 - Events Committee Meeting.
- [15.](#) Disbursement Listing for October 2024.
- [16.](#) Budget Report for Fiscal Year 2025 through October 2024.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

ADJOURNMENT

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

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

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

BRUCE R. BAIRD PLLC

ATTORNEY AND COUNSELOR

2150 SOUTH 1300 EAST, FIFTH FLOOR

SALT LAKE CITY, UTAH 84106

TELEPHONE (801) 328-1400

BBAIRD@DIFFICULTDIRT.COM

September 17, 2024

VIA EMAIL ONLY

Hon. Michael Farrar, Mayor
mayor@applevalleyut.gov

Hon. Kevin Sair, Council Member
ksair@applevalleyut.gov

Hon. Janet Prentice, Council Member
jprentice@applevalleyut.gov

Hon. Annie Spendlove, Council Member
aspendlove@applevalleyut.gov

Hon. Scott Taylor, Council Member
staylor@applevalleyut.gov

Mr. Bradley Foster Farrar
Planning Commission Chair
bfarrar@applevalleyut.gov

Mr. Lee Fralish
Planning Commission Vice-Chair
lee@applevalleyut.gov

Ms. Becky Wood
Planning Commission Member
bwood@applevalleyut.gov

Mr. Richard Palmer
Planning Commission Member
rpalmer@applevalleyut.gov

Mr. Garth Hood
Planning Commission Member
ghood@applevalleyut.gov

Ms. Jenna Vizcardo, Clerk/Recorder
clerk@applevalleyut.gov

Mr. Heath H. Snow, Esq.
Snow Caldwell Beckstrom & Wilbanks
Heath@scbwlaw.com

**Re: Request for Disconnection # 1 (~981 acres)
Gooseberry Springs Ranch, LLC and BLM**

Dear Mayor Farrar, Members of the Town Council, Members of the Planning Commission, Clerk/Recorder Vizcardo and Town Attorney, Mr. Snow:

I am counsel for Gooseberry Springs Ranch, LLC (“Gooseberry Springs”). Gooseberry Springs owns approximately 739 acres of real property currently within the boundaries of the Town of Apple Valley (the “Town”) described as Tax ID #s AV-2165, 2182, 2183-A, and 2184 (“Gooseberry Springs’s Property”). The United States Bureau of Land Management owns 112 acres near Gooseberry Springs’s Property. The total area subject to this request is, thus, approximately 981 acres (“Disconnection Properties”).

Mayor Farrar, Members of the Town Council, Members of the Planning Commission,
Clerk/Recorder Vizcardo and Town Attorney, Mr. Snow
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Pursuant to Section 10-2-501, Utah Code Ann., Gooseberry Springs hereby requests that the Town disconnect the Disconnection Properties from its boundaries.

The address for Gooseberry Springs is 2120 South Cottonwood Canyon Road, Box 125, Holm, Utah 84718. Gooseberry Springs owns 100% of the privately owned property within the totality of the Disconnection Properties. This letter is countersigned by Mr. Travis Holm who is the Manager of Gooseberry Springs. This information satisfies the requirements of Section 10-2-501(2)(b)(i). Mr. Travis Holm is hereby designated as the person with authority to act on behalf of Gooseberry Springs at the address listed above. That information satisfies the requirements of Section 10-2-501(2)(b)(iv). Please direct any future correspondence regarding this matter to Mr. Holm and please copy me on all such correspondence.

Attached is a map of the proposed disconnection which satisfies the requirements of Section 10-2-501(2)(b)(iii).

The disconnection is proposed because the Town has shown itself to be completely dysfunctional and unable to manage the governance or development of almost literally anything and, especially, Gooseberry Springs's Property. Most recently, the Town has attempted to downzone essentially all of the properties within the boundaries of the Town in a way that is inconsistent with law and manifests and unbelievable arrogance of power. The Town has shown that Gooseberry Springs's Property cannot be reasonably be provided any municipal services by the Town. The Disconnection Property is all currently vacant land and much of it is owned by the BLM which requires no municipal services. The Disconnection Property, as disconnected, would be "viable" in that it would get the services that Washington County has previously provided. Justice and equity require the disconnection. The proposed disconnection will not leave the municipality with an area within its boundaries for which the cost, requirements, or other burdens of providing municipal services would materially increase over previous years (which is obviously true as almost no such services have or will be provided). The proposed disconnection will not make it economically or practically unfeasible for the municipality to continue to function as a municipality (which is obviously true as the taxes generated for the Town by the Gooseberry Springs's Property are miniscule while the BLM properties are exempt from any such taxes at all). The proposed disconnection will not leave or create any islands or peninsulas of unincorporated territory.

Further, the proposed disconnection will have no adverse effect on: (a) the municipality or community as a whole; (b) adjoining property owners; (c) existing or projected streets or public ways (since there are none); (d) water mains and water services; (e) sewer mains and sewer services; (f) law enforcement; (g) zoning; or (h) other municipal services.

Simply put, if the Town does not allow the Disconnection Property to disconnect peacefully then Gooseberry Springs will file suit in District Court to force the

Mayor Farrar, Members of the Town Council, Members of the Planning Commission,
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disconnection. The Town will lose that suit and the Disconnection Property will be disconnected but only after the Town has wasted a fortune on attorney's fees. Based on *Bluffdale Mountain Homes v Bluffdale City*, 2007 UT 57, I am about as certain of that outcome as I can possibly be. Gooseberry Springs does not want to litigate this matter but will do so if it has to.

Section 10-2-502.5 puts the onus for giving public notice of this Petition (and, also, of the public hearing on the Petition required by Section 10-2-502.5) on the Town. Section 10-2-501(4) allows the Town to bill the petitioner for the costs of that notice. Gooseberry Springs agrees to pay those actual and reasonable costs.

I look forward to coordinating with you for the hearing required by Section 10-2-502.5, Utah Code Ann. Please contact me if you have any questions.

Sincerely,



Bruce R. Baird

Gooseberry Springs Ranch, LLC



By Mr. Travis Holm, its Manager

cc: Client

BRUCE R. BAIRD PLLC

ATTORNEY AND COUNSELOR

2150 SOUTH 1300 EAST, FIFTH FLOOR

SALT LAKE CITY, UTAH 84106

TELEPHONE (801) 328-1400

BBAIRD@DIFFICULTDIRT.COM

September 17, 2024

VIA EMAIL ONLY

Hon. Michael Farrar, Mayor
mayor@applevalleyut.gov

Hon. Kevin Sair, Council Member
ksair@applevalleyut.gov

Hon. Janet Prentice, Council Member
jprentice@applevalleyut.gov

Hon. Annie Spendlove, Council Member
aspendlove@applevalleyut.gov

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staylor@applevalleyut.gov

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Planning Commission Member
rpalmer@applevalleyut.gov

Mr. Garth Hood
Planning Commission Member
ghood@applevalleyut.gov

Ms. Jenna Vizcardo, Clerk/Recorder
clerk@applevalleyut.gov

Mr. Heath H. Snow, Esq.
Snow Caldwell Beckstrom & Wilbanks
Heath@scbwlaw.com

**Re: Request for Disconnection # 2 (3,357 acres)
Redstone at Canaan, LLC, Canaan Mountain Wilderness and BLM**

Dear Mayor Farrar, Members of the Town Council, Members of the Planning Commission, Clerk/Recorder Vizcardo and Town Attorney, Mr. Snow:

I am counsel for Redstone at Canaan ("Redstone") owns approximately 1,160 acres of real property currently within the boundaries of the Town of Apple Valley ("Town") described as Tax ID #s AV- 1326, 1327, 1346, 1345, 1348-A, AV 1382-B, 1323-C, AV 1327-B ("Redstone's Property").

Mayor Farrar, Members of the Town Council, Members of the Planning Commission,
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The United States Bureau of Land Management owns 240 acres near Redstone's Property. Also adjacent to Redstone's Property is approximately 1,957 acres which is a part of the Canaan Mountain Wilderness. The total area subject to this request is, thus, approximately 3,357 acres ("Disconnection Properties").

Pursuant to Section 10-2-501, Utah Code Ann., Redstone hereby requests that the Town disconnect the Disconnection Properties from its boundaries.

The address for Redstone is 2120 South Cottonwood Canyon Road, Box 125, Holm, Utah 84718. Redstone owns 100% of the privately owned property within the totality of the Disconnection Properties. This letter is countersigned by Mr. Travis Holm who is the Manager of Redstone. This information satisfies the requirements of Section 10-2-501(2)(b)(i). Mr. Travis Holm is hereby designated as the person with authority to act on behalf of Redstone at the address listed above. That information satisfies the requirements of Section 10-2-501(2)(b)(iv). Attached is a map of the proposed disconnection which satisfies the requirements of Section 10-2-501(2)(b)(iii).

The disconnection is proposed because the Town has shown itself to be completely dysfunctional and unable to manage the governance or development of almost literally anything and, especially, Redstone's Property. Most recently, the Town has attempted to downzone essentially all of the properties within the boundaries of the Town in a way that is inconsistent with law and manifests and unbelievable arrogance of power. The Town has shown that Redstone's Property cannot be reasonably be provided any municipal services by the Town. The Disconnection Property is all currently vacant land and much of it is owned by the BLM which requires no municipal services. The Disconnection Property, as disconnected, would be "viable" in that it would get the services that Washington County has previously provided. Justice and equity require the disconnection. The proposed disconnection will not leave the municipality with an area within its boundaries for which the cost, requirements, or other burdens of providing municipal services would materially increase over previous years (which is obviously true as almost no such services have or will ever be provided). The proposed disconnection will not make it economically or practically unfeasible for the municipality to continue to function as a municipality (which is obviously true as the taxes generated for the Town by Redstone's Property are miniscule while the BLM properties are exempt from any such taxes at all). The proposed disconnection will not leave or create any islands or peninsulas of unincorporated territory.

Further, the proposed disconnection will have no adverse effect on: (a) the municipality or community as a whole; (b) adjoining property owners; (c) existing or projected streets or public ways (since there are none); (d) water mains and water services; (e) sewer mains and sewer services; (f) law enforcement; (g) zoning; or (h) other municipal services.

Mayor Farrar, Members of the Town Council, Members of the Planning Commission,
Clerk/Recorder Vizcardo and Town Attorney, Mr. Snow
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Simply put, if the Town does not allow the Disconnection Property to disconnect peacefully then Redstone will file suit in District Court to force the disconnection. The Town will lose that suit and the Disconnection Property will be disconnected but only after the Town has wasted a fortune on attorney's fees. Based on *Bluffdale Mountain Homes v Bluffdale City*, 2007 UT 57, I am about as certain of that outcome as I can possibly be. Redstone does not want to litigate this matter but will do so if it has to.

Section 10-2-502.5 puts the onus for giving public notice of this Petition (and, also, of the public hearing on the Petition required by Section 10-2-502.5) on the Town. Section 10-2-501(4) allows the Town to bill the petitioner for the costs of that notice. Redstone agrees to pay those actual and reasonable costs.

Please direct any future correspondence regarding this matter to Mr. Holm and please copy me on all such correspondence.

I look forward to coordinating with you for the hearing required by Section 10-2-502.5, Utah Code Ann. Please contact me if you have any questions.

Sincerely,



Bruce R. Baird

Redstone



By Mr. Travis Holm, their Manager

cc: Client



**JOINT DEFENSE MEMORANDUM OF UNDERSTANDING
AND AGREEMENT**

Between

TOWN OF COLORADO CITY, ARIZONA

and

TOWN OF APPLE VALLEY, UTAH

This Joint Defense Memorandum of Understanding and Agreement (“MOU”) is entered into as of February 20, 2024 (the “Effective Date”) by and between the TOWN OF COLORADO CITY, ARIZONA, a municipal corporation and the TOWN OF APPLE VALLEY, UTAH, a municipal corporation, also referred to collectively as the “Parties.”

The Parties acknowledge the following:

- A. As of the Effective Date, the Parties are entering into intergovernmental agreements for the joint provision of emergency dispatch services for their respective communities (collectively, the “Joint IGAs”).
- B. The Parties will, from time to time, be jointly named in connection with demands, notices of claim, and filed state and/or federal lawsuits regarding the Joint IGAs.
- C. The Parties shall provide such demands, notice of claims, and filed state and/or federal lawsuits to each other for a determination of whether the demands, claims or suits are within the scope of defense or coverage, and for the Parties to provide insurance and risk management services as to those covered demands, claims, or suits.
- D. The Parties acknowledge that it is in their best interests, whenever possible, to jointly and cooperatively assess and defend those demands, claims, or suits.

Presumption Of No Conflict

- 1. The Parties agree that there is no general conflict of interest inherent in the services provided under the Joint IGAs.
- 2. As to each demand, notice of claim or filed state and/or federal lawsuit received in which the Parties are named jointly, the Parties agree to the presumption that no

conflict of interest exists which prevents the Parties from proceeding with a joint defense.

3. The above presumption of no conflict is rebuttable by either Party upon discovery and presentation to the other of facts demonstrating a non-waivable conflict of interest as to a particular demand, claim, or suit in which the Parties are named jointly. Within thirty days following receipt of a demand, claim, or suit in which the Parties are named jointly, each Party agrees to undertake an investigation to determine if the Party believes the matter can be addressed jointly and represented by one attorney, without a reasonable prospect of a conflict. If either of the Parties believes a conflict is either present, or likely to arise, the joint defense or representation will not proceed.

Defense Attorney Panel

4. The Managers for the Parties will identify a mutually agreeable panel of defense attorneys (collectively, the "Joint Defense Panel" and each attorney a "Panel Defense Attorney"). The number of attorneys in the panel may vary and will depend on such factors as experience, subject matter qualification, quality of work, availability, responsiveness, cost-effectiveness, and overall efficiency. The panel will include attorneys licensed to practice law in Arizona, Utah or both. The listed Panel Defense Attorneys shall be reviewed every 12 months from the effective date of this agreement by the City and Town. Either Party to this agreement may update or replace their respective Joint Defense Panel at any time they deem necessary with immediate written notice to the other Party.
5. Where engagement of a Panel Defense Attorney is required, if the Parties agree that one of the Parties has greater exposure to liability than the other, then the Party with the greater exposure shall select the Panel Defense Attorney. If the Parties are unable to agree that one of the Parties has the greater exposure to liability than the other, or if the Parties agree that they have equal exposure, then the Panel Defense Attorney will be selected by the Manager of each Party on a rotating basis. The selected Panel Defense Attorney will then represent each of the Parties in the matter.
6. The Party that selects the Panel Defense Attorney shall be the Party responsible for the receipt and payment of legal fees and costs initially. For each joint demand, claim, or suit in which a Panel Defense Attorney is engaged, the Parties will enter into a separate agreement which will establish the responsibility of each Party for the respective portions of legal fees and costs incurred in that matter.

Sharing Of Information

7. The Parties understand that, as part of this MOU, it will be necessary to share information with each other in connection with any joint defense, which may include confidential, privileged, private, or otherwise protected material (collectively, "protected material").
8. The Parties wish to pursue their common interests as stated in this MOU, and to avoid any suggestion of waiver of confidentiality of protected material exchanged as part of any joint defense.
9. The Parties agree that the exchange of protected material as part of any joint defense shall be protected from disclosure to any third party to the extent allowed by law, and regardless of the alignment of the Parties throughout the course of any joint defense.
10. It is understood and agreed that the Parties and their counsel may freely exchange and discuss protected material with their officials, supervisors, managers, employees, representative, and agents, and that any such materials exchanged or discussed shall be used solely in connection with the joint defense, and any related proceedings. The Parties agree to take the position as to any third party that a sharing of protected material as part of a joint defense does not constitute the waiver of any claim of confidentiality or privilege.

Pre-litigation Demands and Notices of Claim

11. When a Party to this Agreement receives a pre-litigation demand or notice of claim in which the Parties are named jointly, the receiving Party's risk manager will immediately notify the other Party's risk manager.
12. Upon receipt and notification of the pre-litigation demand or notice of claim in which the Parties are named jointly, the risk managers or the assigned claims adjusters for each Parties' insurer will promptly meet to discuss the demand or claim, and determine if it is in the best interests of the Parties to conduct a joint investigation and/or joint response to the demand or claim.
13. Where it is in the best interests of the Parties to conduct a joint investigation and/or joint response to the demand or claim, the Parties' risk managers or assigned claims adjusters for each Parties' insurer will meet and discuss documentary and testimonial

information that will be requested of each Party, obtain the documentary and testimonial information, and exchange all information collected.

14. The Parties' risk managers and assigned claims adjusters for each Parties' insurer will then meet, discuss, and arrive at a mutually agreeable approach or response to the demand or claim, including whether Panel Defense Attorney representation should be engaged at that time. Any Panel Defense Attorney will be selected in accordance with the procedure set forth in paragraphs 4-6 of this MOU.
15. Notwithstanding any provision in this MOU, each Party will be responsible to institute all appropriate measures to affect the preservation of physically and electronically stored information as required by law.

Litigated Matters

16. When a Party has been served with process in a lawsuit concerning the Joint IGAs involving both Parties, the receiving Party's risk manager shall immediately notify the other Party's risk manager.
17. Upon receipt and notification of a lawsuit in which the Parties are named jointly, the risk managers or assigned claims adjusters for each Parties' insurer will promptly meet to discuss the lawsuit, and determine if it is in the best interests of the Parties to be jointly represented in the suit.
18. Where it is in the best interests of the Parties to be jointly represented in the suit, a Panel Defense Attorney will be selected in accordance with the procedure set forth in paragraphs 4 -6 of this MOU.
19. The Parties shall ensure that the selected Panel Defense Attorney enters into an appropriate Joint Defense Agreement in the lawsuit which shall include an agreement that the selected Panel Defense Attorney may continue to represent the Party that selected the Panel Defense Attorney in the event a non-waivable, or non-waived, conflict should arise.

Term of Agreement

20. The term of this MOU shall commence on the Effective Date and shall continue for any period during which any of the Joint IGAs are effective.

21. This MOU shall be subject to the terms of A.R.S. Sec. 38-511, the terms of which are incorporated by reference.
22. Either Party may withdraw from this agreement by giving 30 days notice to the other Party so that substitute counsel may be retained as necessary.

IN WITNESS WHEREOF, the parties hereby agree to carry out the terms of this Agreement.
DATED this **20th** day of **February, 2024**.

APPLE VALLEY

COLORADO CITY

Michael Farrar, Mayor



Vance Barlow, Town Manager

This Agreement as executed is hereby approved as being in proper form and is compatible with and is within the powers and authority granted under the laws of the State of Utah.

Apple Valley Attorney

This Agreement as executed is hereby approved as being in proper form and is compatible with and is within the powers and authority granted under the laws of the State of Arizona.

Mangum, Wall, Stoops & Warden, PLLC
Colorado City Attorney



(Jenna) Town Clerk <clerk@applevalleyut.gov>

Defense Agreement

Shirley Zitting <ShirleyZ@tocc.us>
To: "(Jenna) Town Clerk" <clerk@applevalleyut.gov>

Mon, Oct 28, 2024 at 12:26 PM

This is the IGA. I need the Joint Defense Memorandum. They go together, but they are different in function.

From: (Jenna) Town Clerk <clerk@applevalleyut.gov>
Sent: Monday, October 28, 2024 11:50 AM
To: Shirley Zitting <ShirleyZ@tocc.us>
Subject: Re: FW: Defense Agreement

Here it is.

Thank You,

Jenna Vizcardo

Town Clerk/Recorder

Town of Apple Valley & Big Plains Water SSD

Office: 435-877-1190 Fax: 435-877-1192

Address:

1777 N Meadowlark Dr.

Apple Valley, UT 84737

Office Hours Monday-Thursday 9am-1pm, 2pm-3pm

closed for lunch 1pm-2pm

Website: <https://www.applevalleyut.gov/>



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**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 and Apple Valley, Utah and is as follows:

WHEREAS, Colorado City and Apple Valley (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, Colorado City, 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), Apple Valley, as a Utah Town, 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, Colorado City 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 Colorado City and Apple Valley; and

WHEREAS, Apple Valley and Colorado City 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, Apple Valley and Colorado City desire to operate under an

intergovernmental cooperative 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 A.R.S. § 11- 952 "Intergovernmental Agreements and Contracts".

NOW, THEREFORE, COLORADO CITY AND APPLE VALLEY 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 three (3) 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 Lane, Colorado City, Arizona ("Center") shall be under the direction of the Colorado City Chief of Police, who shall provide for the administration of this Agreement.
- b. The Communications Manager, who shall be appointed by Colorado City, shall be responsible to prepare and maintain guidelines and policies that satisfy all applicable ordinances, regulations, laws and other requirements of Apple Valley, the State of Utah,

Colorado City, 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 Apple Valley and Colorado City 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. Apple Valley 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 Apple Valley personnel providing Colorado City assistance in connection with the responsibilities of Colorado City pursuant to Section 3.a, the managers of Apple Valley and Colorado City must meet and agree on supervisory protocols regarding such personnel. Any claim arising out of the joint actions of Colorado City and Apple Valley personnel pursuant to this Agreement shall be subject to the Joint Defense Agreement defined in Section 6.b of this Agreement.

3. RESPONSIBILITIES

a. Colorado City Shall:

- i. Provide dispatch services to Apple Valley in the same manner as such services are provided to Colorado City. Colorado City shall have sole and complete authority and control over the dispatch operation.
- ii. Provide emergency dispatching services to Apple Valley 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 Center 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 Apple Valley of call data by month, quarter or year as generated by the system.
- v. Record Apple Valley radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines. Colorado City will maintain all recordings pursuant to the retention

schedules as established by the Arizona State Library, Archives and Public Records. Colorado City will provide copies of the recordings upon request to Apple Valley. Any costs associated with additional equipment or services required to record any additional radio frequencies will be the responsibility of the requesting entity.

- vi. Maintain control of all hiring, supervision, and discipline of communications personnel. All center employees, including the Communications Manager, shall be employees of Colorado City only.
- vii. Maintain control of all connectivity to the Colorado City system including, but not limited to, security policies, hardware, and software.
- viii. At regular intervals, provide Apple Valley with exception lists of information that needs to be verified by Apple Valley personnel. When notified of the verified and/or corrected information, Colorado City will make the needed changes to the GIS system in an appropriate timeframe.

b. The Apple Valley 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. Apple Valley will provide a single point of contact to facilitate this Agreement and make someone available on-site at the Center when needed to design and maintain Apple Valley'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 Colorado City naming conventions for GIS information.
- v. Comply with existing Colorado City procedures and policies regarding dispatching.

4. FINANCING AND BUDGET

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

Apple Valley will initially pay Colorado City, One Thousand One Hundred and Sixty-Four dollars (\$1,164.00) per quarter as a base rate. Additional calls will be billed at a rate of \$74.00 dollars per call. Apple Valley will also pay Colorado City a rate of \$45.00 per hour for any additionally requested services.

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 Apple Valley

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.

Compensation shall be invoiced by Colorado City's accounting department and paid by Apple Valley 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 Apple Valley to Colorado City 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. Colorado City shall establish and maintain a budget for dispatch services and shall provide a copy of said budget to Apple Valley upon completion in accordance with the fiscal procedures of Colorado City 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, but any amounts owed for services rendered during the current budget year shall be paid notwithstanding such termination.
- c. As per A.R.S. § 23-1022, any employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Personnel will operate across the 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 Apple Valley or the territorial limits of Colorado City. All provisions of Arizona Revised Statutes Title 12, Chapter 7, Article 2 shall apply to any public entity or public employee performing or otherwise proceeding under this Agreement.

5. PARTIES TO RETAIN SEPARATE IDENTITIES

- a. Notwithstanding the provisions of this Agreement, each Party shall, always, 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 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 general liability, 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 and shall include a statement that insurance may not be cancelled without 30 days prior written notice to the other Party by first class mail, postage prepaid, 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 20th day of February, 2024.



Howard Ream, Mayor
Town of Colorado City



Michael L. Farrar, Mayor
Town of Apple Valley

ATTEST:



Shirley Zitting, Town Clerk

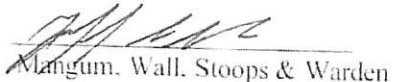


ATTEST:



Jenna Vizcardo, Town Clerk Recorder

APPROVED AS TO FORM AND SUBSTANCE:


Mangum, Wall, Stoops & Warden
Colorado City Attorney

Town of Apple Valley Attorney

TOWN OF APPLE VALLEY, UTAH

RESOLUTION R-2024-38

RESIDENTIAL SOLID WASTE DISPOSAL FEE INCREASE

WHEREAS, the Town of Apple Valley belongs to the Washington County Solid Waste District; and

WHEREAS, the Town of Apple Valley is responsible to the Washington County Solid Waste District for the collection of the residential solid waste disposal fee within its municipal boundaries; and

WHEREAS, the Washington County Solid Waste District enacted a 2.5% increase to the residential solid waste disposal fee to become effective January 1, 2024; and

WHEREAS, the Town Council has determined that it is fair and equitable that the residential waste disposal fee is increased by 2.5% per month to cover the increase in the residential waste disposal fee.

NOW, THEREFORE, IT IS RESOLVED by the Town Council of the Town of Apple to increase the residential solid waste disposal fee from \$13.95 per month to \$14.30 per month effective January 1, 2025 and to update the Town fee schedule to reflect said change.

EFFECTIVE DATE This Resolution shall be in full force and effect from January 1, 2024.

PASSED this 13th day of November 2023.

TOWN OF APPLE VALLEY

PRESIDING OFFICER

Michael L. Farrar, Mayor
ATTEST:

Jenna Vizcardo, Town Recorder

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



FEE SCHEDULE

(Adopted on July 31, 2024, Proposal on November 13, 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
Paperless Billing Credit:		(\$1.50)
Returned check fee: (Utah Code Title 7 Section 15)		\$25.00
Apple Valley 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:	\$300.00	
Fire Inspection Fee:	\$150.00	
Code Inspection Fee:	\$150.00	
Total:	\$600.00	
Commercial:	\$250.00	
Cabins, Tiny Homes, RV Park, Lodges, Etc.:		
1 unit	\$300.00	
2-5 units	\$500.00	
6-10 units	\$800.00	
11-20 units	\$1,200.00	
21-50 units	\$1,500.00	
50+ units	\$2,000.00	
Additional Use, Commercial:	\$50.00 each use	
Home-Based:		
Non-Impact	\$0.00	
Impact	\$150.00	
Local Licensed Non-Profit Organizations:	\$0.00	
Single Event License:	\$200.00	
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)	\$200/day
Application Fee (attendance 101 - 400)	\$500/day
Application Fee (attendance 401 - 999)	\$800/day
Application Fee (attendance over 999)	\$1,200/day
Drone License Fee:	\$250/day
Drone Violation Fee:	\$1,000 per violation
Non-Asphalt Road Access Fee:	\$250/day
Dust Violation Fee:	\$1,000/day
Sub-License Fee (vendors)	\$25
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~~ \$14.30 (As of January 1, 2025)
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Storm Drainage

Residential	\$10/month
Commercial	\$35/month

Signs

Free Standing Sign	\$100.00
Monument	\$100.00
Temporary Sign	N/A
Wall Sign	N/A
Sign Review Board	\$100.00

Zoning

Annexation	\$2,200
Conditional Use Permit (CUP)	\$800
Easement Abandonment	\$800
Encroachment Permit	\$700+ \$10.00 per square foot, \$500.00 non-compliance
General Plan Amendment	\$Acreage fee

Less than 5 Acres:	\$3,000
5 - 9 Acres:	\$5,000
10 - 39 Acres:	\$7,000
40 - 99 Acres:	\$15,000
100 - 199 Acres:	\$25,000
200 – 499 Acres:	\$35,000



500 Acres and Over: \$40,000

Zone Change \$Application Fee + Acreage fee (Per Lot Being Changed)

Commercial & Industrial: \$4,000 plus \$50 per acre for the first 100 acres;
\$30 per acre for the second 100 acres; \$20 per acre for each acre over 200 acres

Agricultural: \$1,000 plus \$40 per acre for the first 100 acres;
\$20 per acre for the second 100 acres; \$10 per acre for each acre over 200 acres

Residential: \$2000 plus \$200 per acre for the first 100 acres;
\$150 per acre for the second 100 acres; \$100 per acre for each acre over 200 acres
All Other Zones: \$1,000 plus \$40 per acre or portion thereof over one acre

Development Review Fees

(Planning/Zoning/Administrative) **\$3,000 plus 3.17% of Bond Amount \$500 Plat Amendment (Lot Line Adjustments)**

Home Occupation Permit	\$10 Reprint
Lot Split	\$800 per new lot
Non-Compliant Lot Split	\$900 per new lot
Lot Line Adjustments	\$800 per application
Planning Staff Review (PSR)	\$75/Hr (1 Hour Minimum)
Site Plan Review (*SPR)	\$750 + Actual Cost

(* An SPR is used for commercial, industrial, and institutional developments; exceptions are public schools and minor additions to an existing development)

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
2 & 3 Lots	\$1,000.00
4-9 Lots	\$300 /lot
10 + Lots	\$500 /lot
Preliminary Plat	\$5,000 + 100/per lot
Final Plat (subdivision, town homes, roads, etc.)	\$3,000 +\$300/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% of total filing fee
Notification of hearing	50% of total filing fee
Planning Staff Review (PSR) meeting or written comments from department received.	25% of total filing fee
Staff Report completed	No Refund
Public hearing held	No Refund
Staff error resulting in mandatory withdrawal	100% refund

Cemetery

	RESIDENT	NON RESIDENT
LOT FEES		
Full Lot	600	1,500
Half Lot	450	1,350
Half Lot - Infant	100	500
BURIAL FEES		
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
PERPETUAL CARE (non-refundable)		
Full Lot	300	300
Full Lot – Upright	450	450
Half Lot	100	100
Half Lot - Upright	250	250
OTHER SERVICES		
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)		

**APPLE VALLEY
RESOLUTION R-2024-40**

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

SECTION 1: **AMENDMENT** “Employment Classifications/Compensation” of the Apple Valley Policies & Procedures is hereby *amended* as follows:

A M E N D M E N T

Employment Classifications/Compensation

- A. **GENERAL POLICY.** Apple Valley will pay at least minimum wages and overtime to all employees except those who are specifically exempt from minimum wage and overtime under the Fair Labor Standards Act (FLSA) of 1938. Apple Valley will also provide equal pay to all employees doing similar work which requires substantially equal skill, effort, and responsibility and are performed under similar working conditions in accordance with the Fair Labor Standards Act of 1938 and the Equal Pay Act of 1963.
- B. **EMPLOYMENT CLASSIFICATIONS.** There are five classifications of employees within Apple Valley:
 - 1. Full-time. An employee hired for an indefinite period in a position for which the normal work schedule is Thirty (30) hours per week or more. Full-time employees may or may not qualify for specific Apple Valley benefits.
 - 2. Part-time. An employee hired for an indefinite period in a position for which the normal work schedule is less than Thirty (30) hours per week. Part-time employees do not qualify for Apple Valley benefits.
 - 3. Temporary. An employee hired for a position which is required for only a specific, known duration, usually less than six (6) months. Temporary employees do not qualify for Apple Valley benefits.
 - 4. Seasonal. An employee hired for a position which is required only for the summer or winter months. Summer or winter only employees do not qualify for Apple Valley benefits.
 - 5. Volunteer. Individuals who serve in a non-compensated or nominal compensated position. Individuals do not qualify for specific Apple Valley benefits.
- C. **EMPLOYMENT STATUS.** To facilitate provisions of the Fair Labor Standards Act, employees shall also be classified as either exempt or nonexempt, with respect to eligibility for overtime payment. They shall be defined as:
 - 1. Exempt. Positions of a managerial, administrative, or professional nature, as prescribed by Federal and State Labor Statutes shall be exempt from minimum wage and mandatory overtime payment regulations.

2. Nonexempt. Positions of a clerical, technical, or service nature, as defined by Federal and State Labor Statutes, which are covered by provisions for minimum wage and mandatory overtime payment regulations.

D. WORK WEEK.

1. Begins on Sunday morning at 12:00 a.m. (midnight).
2. Ends on Saturday evening at 12:00 a.m. (midnight).

E. WORKDAYS. Workday schedules are flexible and may vary based on position requirements.

1. Full Time: Monday - Thursday.
2. Part Time: As directed by the Mayor, or designee.
3. Employees engaged in public safety activities, work as dictated by necessity. It is the responsibility of the Department Head to ensure adequate staffing is available.

F. WORK HOURS. Workday schedules are flexible and vary based on position requirements.

1. Full Time: 8:00 a.m. - 12:00 noon/1:00 p.m. - 5:00 p.m.
2. Part Time: As directed by the Mayor, or designee.

G. ATTENDANCE. Employees shall be in attendance at their workstations during normal working hours.

H. BREAKS AND LUNCH PERIODS.

1. Full-time:
2. Breaks: Two (2) optional fifteen (15) minute paid breaks during a standard work day. Breaks can not be used to extend the lunch period or shorten an employee's work hours.
3. Lunch: One (1) hour unpaid lunch period during a standard work day.
4. Part-time: As directed by the Mayor, or designee.
5. Employee breaks and lunch periods will be taken at the discretion of the Mayor, or designee, or their supervisor, to ensure continuity in the flow of work.
6. If employees choose to work through their paid breaks, it is their decision to do so, and no extra compensation will be given for the extra time worked.
7. Employees engaged in public safety activities, i.e., Fire Department: As directed by the Fire Chief .

I. TIME SHEETS. Non-exempt Employees will complete and sign, as verification of accuracy, an Employee Time Sheet showing all hours worked, including overtime, and submit the time sheet to the Mayor, or designee, for examination, payroll, and filing.

J. ON-CALL. The purpose of this policy is to establish guidelines for employees who are required to be available on an on-call basis to respond to emergencies, perform essential services, or address urgent issues outside of regular working hours. This policy applies to all employees designated as on-call, including public works, utilities, public safety, and administrative personnel, as determined by the Mayor or Designee.

1. Upon receiving a call, the on-call employee must gather details about the situation, determine the need to report to work, and take appropriate action.
2. If an employee is required to report to work, they will be paid a minimum of 2

- hours at the employee's regular rate, including overtime if applicable.
- 3. Call outs made during the Town's scheduled holiday leave will be compensated at 1.5 times the employee's regular rate
- 4. If the employee's total work hours, including call-outs, exceed 40 hours in a week, overtime will be paid at 1.5 times the regular rate.
- 5. On-call employee's must respond to calls within 30 minutes and must live within 30 miles of the Town Office.

SECTION 2: **AMENDMENT** “Leave” of the Apple Valley Policies & Procedures is hereby *amended* as follows:

AMENDMENT

Leave

A. ABSENT WITHOUT LEAVE.

1. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination, by the Mayor, or designee.
2. Any employee who is absent for three (3) or more consecutive workdays without authorized leave shall be deemed to have voluntarily resigned their position and employment without notice. Where extenuating circumstances are found to have existed, however, such absence may be covered by the Mayor, or designee, by subsequent grant of leave with or without pay as the circumstances dictate.

B. ANNUAL VACATION LEAVE.

1. Each permanent, Non-Exempt full-time employee shall receive annual vacation leave. Vacation is earned on forty (40) hour weeks. The rates are as follows:
 - a. For one (1) month to one (1) years of service, forty (40) hours of annual vacation leave shall accrue at the rate of 1.54 hours per pay period.
 - b. From one (1) year to five (5) years of service, eighty (80) hours of annual vacation leave shall accrue at the rate 3.08 hours per pay period.
 - c. From five (5) to (8) years of service, one hundred twenty (120) hours of annual vacation leave shall accrue at the rate of 4.62 hours per pay period.
 - d. For over eight (8) years of service , one hundred sixty (160) hours of annual leave shall accrue at the rate of 6.15 hours per pay period
 - e. Total hours below the required 30 hour minimum for full-time

employee's shall use (if available) vacation to bring the hours to the 30 hour minimum requirement. (see Employment Classification requirements)

2. Each permanent, EXEMPT full-time employee shall receive annual vacation leave. Vacation is earned on forty (40) hour weeks. The rates are as follows:
 - a. For one (1) month to one (1) years of service, eighty (80) Hours of annual vacation leave shall accrue at the rate of 3.08 hours per pay period.
 - b. From one (1) year to five (5) years of service, one hundred twenty (120) hours of annual vacation leave shall accrue at the rate of 4.62 hours per pay period.
 - c. For over five (5) years of service, one hundred sixty (160) hours of annual vacation leave shall accrue at the rate of 6.15 hours per pay period.
3. An employee who is separated from employment may be compensated for all accrued annual vacation leave.
4. All annual vacation leave requests should be submitted a reasonable time in advance of the desired time off to the Mayor, or designee. If an excessive (being the number of requests if granted that would render the department or organization ineffective) number of employees request annual vacation leave for the same time period, annual vacation leave shall be granted in order of application (first-come-first-served) at the discretion of the Mayor, or designee.
5. A workday is based on ten (10) hours. A vacation day is equivalent to the same.
6. Official annual vacation leave records will be maintained and kept current by posting at least annually by the Mayor, or designee.
7. Vacation usage will be reported by the Mayor, or designee, using attendance forms.

C. BEREAVEMENT LEAVE

1. The town will grant full-time employees up to 3 days (30 hours) of paid leave in the event of death of the employees spouse, child, parent, sibling, grandparent, grandchildren, mother-in-law, father-in-law, brother or sister in-law, son or daughter in-law, or another relative that has been living in the employee's residence. Employees may use vacation or compensatory time to supplement bereavement leave or to attend funerals of other family members. Requests for bereavement leave shall be made as soon as possible to the Mayor or designee.

D. HOLIDAY LEAVE.

- Full time employees receive to 134 paid holidays as follows:
 - One paid holiday per year is classified as a "Floating Holiday" and may be taken anytime during the year at the discretion of the employee with approval from the mayor or designee.
 - New Year's Day.....January 1st
 - Human Rights Day.....3rd Monday in January
 - President's Day.....3rd Monday in February

- Memorial Day.....Last Monday in May
- Independence Day.....July 4th
- Pioneer Day.....July 24th
- Labor Day.....1st Monday in September
- Columbus Day.....2nd Monday in October
- Veteran's Day November 11th
- Thanksgiving.....4th Thursday in November
- Christmas Eve.....December 24th
- New Years Eve.....December 31st
- Christmas Day.....December 25th
- If any of the above holidays fall on Friday or Saturday, then the preceding Thursday shall be the holiday. If any of the above holidays fall on Sunday, then the following Monday is the holiday.

●

∇. E. SICK LEAVE

1. Full-time employees are eligible for 30 hours of paid sick leave annually. Sick leave is credited at the beginning of each calendar year and must be used by December 31 of that same year. Unused sick leave does not roll over to the following year and cannot be accrued.
 - a. Sick leave may be utilized exclusively for illness or preventive care appointments for the employee or minor children belonging to the employee. If sick leave is to be used for preventive care the employee shall notify the employer in advance by filling out a time-off request form.
 - b. Any sick leave beyond the 30 hours will come from the employees accrued annual vacation leave.
 - c. Sick leave is not available for pay-out on termination or resignation.
 - d. The employee shall notify their supervisor as soon as possible when sick leave will be utilized.
 - e. Sick leave is not available to increase paid hours above 40 hours per week.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

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

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

**APPLE VALLEY
ORDINANCE O-2024-84**

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

SECTION 1: **AMENDMENT** “11.02.030 Definitions” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.030 Definitions

The following words and phrases used in this title, in addition to those listed in AVLU 10.04, shall have the respective meanings hereafter set forth, unless a different meaning clearly appears from the context.

ADJACENT LANDOWNERS: Any property owner of record, according to the records of the county recorder, whose property adjoins or abuts property proposed for subdivision, or any portion thereof.

AFFECTED ENTITY: As stated in statute, a county, municipality, independent special district, local district, school district, interlocal cooperation entity, specified public utility, or the Utah department of transportation, if:

- A. The entity's services or facilities are likely to require expansion or significant modification because of an intended use of land;
- B. The entity has filed with the municipality a copy of the entity's general or long range plan; or
- C. The entity's boundaries or facilities are within one mile of land which is the subject of a general plan amendment or land use code change.

ADMINISTRATIVE LAND USE AUTHORITY:

- 1. An individual, board, or commission appointed or employed by the Town, including Town staff or the Town Planning Commission.
- 2. Does not include a municipal legislative body or a member of a municipal legislative body.

BLOCK: The land surrounded by streets and other rights of way other than an alley, or land which is designated as a block on any recorded subdivision plat.

BONA FIDE DIVISION OR PARTITION OF LAND FOR AGRICULTURAL

PURPOSES: The division of a parcel of land into two (2) or more lots none of which is less than five (5) acres in an area, and where no dedication of any street is required to serve any such lots or parcels of land so created.

COMMUNICATIONS EASEMENT: An exterior easement for placement of facilities intended to be used in connection with the delivery of multichannel video programming services, cable services, information services, or telecommunications or telecommunications services.

COMMUNICATIONS INFRASTRUCTURE: Facilities planned to be used in connection with the delivery of multichannel video programming services, cable services, information services, telecommunications or telecommunications services, which term shall include, but not be limited to, conduit.

COUNTY: Washington County, Utah.

CULINARY WATER AUTHORITY: The department, agency, or public entity with responsibility to review and approve the feasibility of the culinary water system and sources for the subject property.

DEDICATION: Land set aside by an owner for any general and public uses.

EASEMENT: That portion of a lot or lots reserved for present or future use by a person or agency other than the legal owner or owners of said property or properties. The easement may be for use under, on, or above said lot or lots.

FINAL PLAT: The final drawing of the subdivision and dedication prepared for filing of record with the county recorder and in compliance with all the requirements set forth in this title and adopted pursuant thereto.

GENERAL PLAN: A plan, labeled "General Plan of Apple Valley Town", including maps or reports or both, which has been approved by the Town Council as required by law, or such plan as it may be amended from time to time.

JOINT UTILITY COMMITTEE: The representatives of the Town, Big Plains Water and Sewer Special Service district, and other utility companies as may be required by the Town that are authorized to review and sign construction drawings.

LOT: A separately delineated parcel of real property having a number and designation shown on a recorded subdivision plat, or a contiguous quantity of real property defined in a deed by metes and bounds which has a separate property identification number according to the records of the county recorder and is not shown on a recorded subdivision plat.

LOT RIGHT OF WAY: A strip of land of not less than twenty-six feet (26') wide connecting a lot to a street for use as private access to that lot.

OFFICIAL ZONING MAP: A zoning map adopted by the Town Council pursuant to the

provisions of Utah Code § 10-9a-501, 1953, as amended.

OPEN SPACE: Designated land within the subdivision which shall always remain undeveloped, which shall be included in improved parks and recreational areas, or which shall remain all natural.

PERSON: Any individual, corporation, partnership, limited liability company, or partnership, firm, or association of individuals, however styled or designated.

PLANNING COMMISSION: The Apple Valley Town Planning Commission.

PLAT: A map or depiction of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, and streets, or other divisions and dedications.

SANITARY SEWER AUTHORITY: Ash Creek Special Service district, a public entity with responsibility to review and approve the feasibility of sanitary sewer services or on site wastewater systems within the Town.

SECURITY: An escrow agreement, irrevocable letter of credit, or other security instrument given by the subdivider to ensure the proper installation of public improvements.

STREET: A thoroughfare which has been dedicated or abandoned to the public and accepted by proper public authority, or a thoroughfare not less than twenty six feet (26') wide which has been made public by right of use and which affords the principal access to the abutting property.

STREET, ARTERIAL: A street, existing or proposed, which serves or is intended to serve as a major traffic-way, and is designated on the general plan as a controlled access highway, major street, parkway or other equivalent term to identify those streets comprising the basic structure of the street plan.

STREET, COLLECTOR: A street, existing or proposed, which is the main means of access to an arterial street system.

STREET, CUL-DE-SAC: A street which originates from a designated Town street with no other outlet and forcing a radius turn area, not to exceed six hundred sixty feet (660') in length without the written approval of the Town Council, the Planning Commission and the fire chief.

STREET, PRIVATE: A right of way or easement in private ownership not dedicated or maintained as a public street.

STREET, PRESCRIPTIVE EASEMENT: A road in private ownership, open to public use, not dedicated or maintained as a public road.

STREET, RESIDENTIAL: A street, existing or proposed, which is supplementary to a collector street and which serves or is intended to serve local needs of a neighborhood.

SUBDIVIDER: Any individual, firm, association, syndicate, co-partnership, corporation, trust or other legal entity commencing proceedings under this chapter to effect a subdivision for himself or for another.

SUBDIVISION:

A. Includes:

1. The division or development of land whether by deed, metes and bounds description, devise and testacy, map, plat or other recorded instrument; and
2. Except as provided herein, divisions of land for all residential and nonresidential uses, including land used or to be used for commercial, agricultural and industrial purposes.

B. Does not include:

1. A bona fide division or partition of agricultural land for the purpose of joining one of the resulting separate parcels to a contiguous parcel of un-subdivided agricultural land, if neither the resulting combined parcel nor the parcel remaining from the division or partition violates an applicable land use code;
2. A recorded agreement between owners of adjoining un-subdivided properties adjusting their mutual boundary if no new lot is created and the adjustment does not violate applicable land use code; or
3. A recorded document executed by the owner of record, revising the legal description of more than one contiguous un-subdivided parcel of property into one legal description encompassing all such parcels of property, or joining a subdivided parcel of property to another parcel of property that has not been subdivided, if the joinder does not violate applicable land use code.

The joining of a subdivided parcel of property to another parcel of property that has not been subdivided does not constitute a "subdivision" as to the un-subdivided parcel of property or subject the un-subdivided parcel to the provisions of this chapter.

SUBDIVISION IMPROVEMENT PLANS: The civil engineering plans associated with required infrastructure and municipally controlled utilities required for a subdivision.

TOWN: Apple Valley Town, Utah. **TOWN COUNCIL:** The Town Council of Apple Valley Town, Utah. **TOWN ENGINEER:** The Town engineer of Apple Valley Town, Utah, or a consulting engineering firm designated as the Town engineer by the Town Council. **TOWN PLANNER:** The professional planner of Apple Valley Town, Utah, or person designated as such by the Apple Valley Town Council.

SECTION 2: **AMENDMENT** “11.02.040 Necessity Of Plat; Exemption From Plat Requirements” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.040 Necessity Of Plat; Exemption From Plat Requirements

All subdivisions shall be required to prepare and receive approval of a preliminary and final plat in accordance with the provisions of this chapter, except as follows:

- A. A subdivision meeting the simple lot subdivision requirements found in 11.02.050. ~~creating no more than one new lot may be approved by the Town staff without the necessity of preparing and filing a preliminary plat or final plat if:~~
 - 1. ~~Notice is provided by Town as required by this title.~~
 - 2. ~~The proposed subdivision:~~
 - a. ~~Is not traversed by the mapped lines of a proposed street as shown in the general plan and does not require the dedication of any land for streets or other public purpose. Created lots shall be located on a public right away or dedicated street.~~
 - b. ~~Does not impact an existing easement or right of way or, if it does have an impact, evidence is shown that the impact will not impair the use of any such easement or right of way.~~
 - c. ~~Has been approved by the culinary water authority, sanitary sewer authority, and all other members of the joint utility commission, in writing.~~
 - d. ~~Is located in a zoned area, and conforms to all applicable land use code or has properly received a variance from the requirements of an otherwise conflicting and applicable land use code.~~
- B. A lot or a parcel resulting from a division of agricultural land is exempt from the plat requirements of this title if the lot or parcel:
 - 1. Meets the minimum size requirement of applicable zoning; and is not used and will not be used for any non agricultural purpose.
- C. The creation of a lot under subsection A of this section shall not be approved until a plan for providing utilities and other required improvements (as per Title 11.08) to the proposed lot, has been reviewed and approved by all members of the joint utility commission, in writing. No building permit will be issued for said lot until the approved improvements are constructed and accepted.
- D. The boundaries of each lot or parcel exempted under subsection A or B of this section shall be graphically illustrated on a record of survey map and by deed, and upon approval of Town staff, shall be recorded with the county recorder.
- E. Notice of the application, prior to the recording for a lot split shall be on the Town Council consent agenda following the receipt of the application.

SECTION 3: **ADOPTION** “11.02.050 Simple Lot Subdivision” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

11.02.050 Simple Lot Subdivision(*Added*)

A. Purpose: Utah State Code provides an exemption from many subdivision requirements for subdivisions with up to ten (10) lots. The intent of this simple lot subdivision process is to take advantage of the Utah State Code exemption to allow for subdivision with up to ten (10) lots to be processed as quickly as possible. This section outlines a separate process for these smaller subdivisions. In this process, an applicant may elect to divide property through a metes and bounds record of survey.

B. Applicability: The procedures set forth in this section shall govern the process and requirements pertaining to simple lot subdivisions with up to ten (10) lots. An applicant may elect to forgo the simple lot subdivision process and instead proceed with the standard preliminary and final plat subdivision process.

C. Application Process: The subdivider of a simple lot subdivision, after completing the plans required, shall submit a simple lot subdivision application including the simple lot subdivision, the Subdivision Improvement Plans and all other required documentation and information.

D. Required Conditions: For a proposed subdivision to qualify for simple lot subdivision approval, the proposed simple lot subdivision shall:

1. Be for a single-family dwelling or dwellings, and any associated accessory dwelling.
2. Be located on property zoned for such use.
3. Contain no more than ten (10) lots.
4. Not contain any legislative approval, such as a zone change or text amendment request. Any legislative approval necessary for the simple lot subdivision to meet all requirements shall be pursued separately and shall be completed before the Planning Commission may review the simple lot subdivision application.
5. Not be traversed by the mapped lines of a proposed street as shown in the general plan unless the Town has approved the location and dedication of any public street, municipal utility easement, any other easement, or any other land for public purposes as the municipality's ordinances require.
6. Conform to all applicable land use ordinances. A property that has previously obtained a variance shall be deemed to conform as it relates to the conflict that had necessitated the variance.

E. Submittal Contents: An applicant shall submit an application to the Town for a simple lot subdivision that includes, at a minimum, each of the following:

1. A current title report showing ownership by the applicant.
2. Name of the applicant or authorized agent and contact information.
3. Property address, acreage, boundary, and tax identification number.
4. Date, scale, and North arrow.
5. Vicinity map showing the property's location relative to municipal boundaries and roads that serve the property.
6. A statement containing the zone, lot size, and amount of frontage along a public street for each proposed lot.
7. A metes and bounds description of the property proposed to be subdivided.
8. A subdivision name.
9. A record of survey map, showing each new lot, which includes the following details:
 - a. The location of survey by quarter section and township range.
 - b. The date of survey.
 - c. The scale of the drawing and North point.
 - d. The distance course of all lines traced or established, giving the basis of bearing and the distance and course to two or more section corners or quarter corners, including township and range, or to identified monuments within a recorded subdivision.
 - e. All measured bearings, angles, and distances separately indicated from those of record.
 - f. A written boundary description of property surveyed.
 - g. All monuments set and their relation to older monuments found.
 - h. A detailed description of monuments found and monuments set, indicated separately.
 - i. The surveyor's seal or stamp.
 - j. The surveyor's business name and address.
 - k. A written narrative that explains and identifies:

- i. The purpose of the survey.
- ii. The basis on which the lines were established.
- iii. The found monuments and deed elements that controlled the established or reestablished lines.

l. If the narrative is a separate document, it shall contain:

- i. The location of the survey by quarter section and by township and range.
- ii. The date of the survey.
- iii. The surveyor's stamp or seal.
- iv. The surveyor's business name and address.
- m. The map and narrative shall be referenced to each other if they are separate documents.
- n. The map and narrative shall be created on material of a permanent nature on stable base reproducible material in the sizes required by the county surveyor.

F. Site-Specific Contents: The following documents shall accompany the simple lot subdivision application when deemed necessary by the Town Engineer:

- 1. Soils Report: The applicant shall provide a detailed soils report addressing the following issues for the subdivision: hill stabilization, road design, foundation design, groundwater impacts, and general soil stability. The report must be stamped and signed by a Civil Engineer licensed in the state of Utah.
- 2. Storm Water Plan: The applicant shall provide a detailed storm water plan for the subdivision. This plan shall include all calculations showing that it meets all applicable all applicable codes, standards, and specifications. Plans and calculations shall be stamped and signed by a civil engineer licensed in the state of Utah.
- 3. Other Hazard Information: This may include FEMA floodplain information or other information to mitigate natural hazards.

G. Review and Approval Process: The intent of the simple lot subdivision is to provide timely review and approval of all complete applications, as follows:

- 1. Optional Pre-Application Meeting: An applicant may request to meet with the Town staff and representatives prior to submittal to review the application and requirements.
- 2. Preliminary Review: The applicant shall submit the application and all required contents. The Town will check for completeness. If not all materials have been

submitted, the application should be returned to the applicant until all required contents are included.

3. Administrative Review: Once the application is deemed to be complete, the Town shall complete a review of the simple subdivision application and Subdivision Improvement Plans and determine whether the application meets all requirements or requires corrective actions and shall notify the applicant in a written response:

- a. If the application is found to require corrections, the Town shall be specific and cite the ordinance, statute, or specifications that require the modification. Comments shall be logged in an index of requested modifications or additions. The required corrections are sent to the applicant to prepare for resubmittal.
- b. The Town may require additional information relating to the application to ensure compliance with the Town's ordinances and approved standards.
- c. If the applicant is found to meet all codes, standards, and specifications, Town staff shall forward the application on to the Planning Commission.

4. Planning Commission Review: The Planning Commission shall hold a public hearing on the application and approve or deny the simple lot subdivision application. If the Planning Commission determines that the application does not meet all requirements, an applicant may request that the application is tabled until all requirements are met.

- a. A public notice shall be sent to all properties within one hundred feet (100') of the property, notifying the property owners of the time and place of the public hearing and the nature of the request.
- b. If the applicant meets all applicable requirements, the Planning Commission shall approve the simple lot subdivision application. If the applicant is unable or unwilling to meet all applicable requirements, the Planning Commission shall deny the application.

H. Filing the Record of Survey:

- 1. After the Planning Commission has approved the simple lot subdivision application, the Town shall create a written certificate of approval to accompany the record of survey. At a minimum, the document shall be notarized by the Town Recorder, specify the name of the subdivision, the number of lots, and the date of Planning Commission approval.
- 2. The applicant shall provide a check sufficient to cover the recording fees.
- 3. Within one (1) year of approval of the Record of Survey, with the accompanying written certificate of approval, shall be recorded in the Office of the Washington County Recorder.

I. Expiration of Final Approval: If a record of survey is not filed within one (1) year from the date of approval, the approval is deemed to have lapsed and the applicant will need to obtain a new approval and meet any new regulations that may have been put in place.

SECTION 4: **AMENDMENT** “11.02.050 Notice Requirements” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~050~~060 Notice Requirements

SECTION 5: **ADOPTION** “11.02.070 Pre-Application Process:” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

11.02.070 Pre-Application Process:(*Added*)

A. All proposed subdivisions shall meet the application and review requirements outlined in Utah State Code 10-9a-601, et seq, as amended, this title, and the requirements for the respective zone in which the subdivision is proposed.

B. An applicant for a subdivision may request a pre-application meeting with staff. Should a pre-application meeting be requested, the following shall apply:

1. The applicant shall submit a concept plan for staff review.
2. Within fifteen (15) business days after the request, the municipality shall schedule the meeting to review the concept plan and give initial feedback.
3. At the pre-application meeting, the Town shall provide or have made available on the municipal website the following:
 - a. Copies of the applicable land use regulations.
 - b. A complete list of standards required for the project.
 - c. Preliminary and Final Plat checklists.
4. A pre-application review of a concept plan does not create any vested rights, and

feedback on the concept plan does not grant or infer any official standing or approval. The applicant is responsible for compliance with the ordinance.

C. The Concept Plat shall include the following:

1. The general location of the subdivision and the property boundaries of the proposed subdivision area.
2. Significant natural and man-made features on the site and within one-half (1/2) mile of any portion.
3. Topographic contours from available data, e.g. USGS maps.
4. Acreage of the entire tract, the number of lots, dimensions, and size per lot.
5. A brief written statement or oral presentation in sufficient detail to clarify the subdivider's intent to those reviewing the proposals.
 - a. Current and proposed zoning.
 - b. Proposed use of the property.
6. Feasibility of water and sewer systems:
 - a. Health Department approval for the sewer and sanitary waste system, if applicable.
7. Any phasing plan, if applicable.

SECTION 6: **AMENDMENT** “11.02.060 Preliminary Plat Process” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.060080 Preliminary Plat Review Process

All applications for preliminary plat approval shall be subject to the following:

1. ~~Town and/or applicant shall determine whether proposed subdivision is consistent with current zoning of the property.~~
2. ~~If proposed subdivision is consistent with zoning designation, the applicant shall meet with planning staff to discuss the proposed project.~~
3. ~~Applicant shall obtain a preliminary plat application form and complete the application and have a plat prepared by a licensed engineer or surveyor meeting all the requirements for a preliminary plat.~~
4. ~~Applicant shall submit completed application, preliminary plat, subdivider's agreement pursuant to AVS 11.02.120, and required fee to planning department on or before deadline for submissions established by the Town.~~
5. ~~Staff shall review application and plat for completeness and obtain comments from joint utility committee.~~
6. ~~Zoning administrator shall place the item on an agenda for consideration at a public meeting before the planning commission.~~
7. ~~Applicant or applicant's authorized representative shall appear at the scheduled meeting before the planning commission to discuss the preliminary plat, answer questions, and receive recommendation from planning commission.~~
8. ~~Planning commission may recommend to the Town council approval, disapproval, or approval with conditions.~~
9. ~~Upon receiving a recommendation from the planning commission, the preliminary plat application will be placed on a Town council agenda. Applicant or applicant's authorized representative must appear at the Town council meeting when application is on the agenda. In the event the applicant fails to appear at the Town council meeting, or if applicant fails to obtain approval from the Town council within six (6) months said preliminary plat shall be considered void.~~
10. ~~Town Council may approve the plat, approve with conditions, recommend changes, send back to the Planning Commission, or deny the plat, subject to the following:~~
 - a. ~~The Town Council shall withhold approval of a preliminary or final plat if the plat contains a communications easement that may have the effect of prohibiting the ability of any person to provide multichannel video programming services, cable services, information services, telecommunications or telecommunications services within the subdivision. An easement including a communications easement that limits the ability of any landowner to access a local utility or franchised cable or telecommunications service provider without payment of a fee to cross the easement violates this section.~~
 - b. ~~The Town Council shall withhold approval of a preliminary or final plat if the property to be dedicated for streets, roads, rights of way or other parcels intended for the use and benefit of the general public is not provided free and clear of any easements, unless the Town Council finds that:~~
 - (1) ~~The subdivider did not create the easement, and could not reasonably~~

~~be expected to obtain a release of the easement; and~~

~~(2) Acceptance of the easement will not adversely affect the public.~~

- ~~11. Approval of the preliminary plat by the Town Council shall authorize the subdivider to proceed with the preparation and review of construction drawings and the final plat.~~
- ~~12. After preliminary plat approval from the Town Council, a complete application for final plat approval must be submitted within one year of the preliminary plat approval date. The Planning Commission may authorize a one-time extension not to exceed one year, provided that a written request for extension is received by the Town before the one year time period has expired. Any such extension shall be subject to all requirements for improvements as found in this title at the time construction actually takes place. Any final plat approved by Town Council shall be considered to be void if not recorded within one year after receiving final approval, unless a one-year extension has been granted. All plats not otherwise extended shall be resubmitted as a preliminary plat to the Planning Commission and a new filing fee shall be paid.~~

Any division of land, unless otherwise exempted in this Title, requires completion of a Preliminary and Final Plat. The following outlines the review process for Preliminary Plat, as intended by Utah State Code 10-9a-604, as amended. If there is any conflict in content or interpretation, Utah State Code shall prevail.

A. If the application requires legislative approvals, such as a zone change, annexation, general plan amendment, right of way or easement vacation, or any other legislative action, the legislative approval shall be completed prior to the submittal of the Preliminary Plat application.

B. The applicant may request a pre-application meeting with a Town representative to discuss the proposal and submittal requirements. If requested, the Town and applicant shall follow the process outlined in 11.02.060.

C. The Town shall provide, or have available on the town website, each of the following:

1. The Preliminary Plat application.
2. The owner's affidavit.
3. A breakdown of the application fees.
4. A copy of the applicable land use ordinance.
5. A complete list of standards required for the project.
6. The Preliminary Plat drawings checklist.

D. The applicant submits an application, including the Preliminary Plat, Subdivision Improvements Plans, and all required documentation and information.

E. The Town checks the submittal for completeness.

1. If the submittal includes all materials, the Town receives the submittal and starts the review cycle.

2. If the submittal is found to be incomplete, the submittal is returned to the applicant. No review shall commence until the Town determines the application is complete.

F. If the location of the proposed subdivision is within one hundred feet (100') of a Water Conveyance Facility, within twenty (20) calendar days after receipt of the completed application, the Town shall notify in writing the Water Conveyance Facility Owner(s) of the application and request comments related to the following aspects of the Water Conveyance Facility: access, maintenance, protection, safety, and any other issues related.

1. Any Water Conveyance Facility shall have at least twenty (20) days to respond. While the Town may provide comments to the applicant before this twenty (20) day window is complete, the Administrative Land Use Authority shall not grant approval until at least (20) days after the day on which the Town mailed notice to the Water Conveyance Facility.

2. Water Conveyance Facility: Shall mean a ditch, canal, flume, pipeline, or other watercourse used to convey water used for irrigation or stormwater drainage and any related easement for the ditch, canal, flume, pipeline, or other watercourse. See State Code 73-1-15.5-1b.

G. Within forty (40) days, the Town shall complete a review of the Preliminary Plat and Subdivision Improvement Plan, except as follows:

1. The review cycle dates restrictions and requirements do not apply to the review of subdivision applications affecting property within identified geological hazard areas.

2. The review cycle number of days only applies to single-family, two-family, and townhome developments. It does not apply to other land uses, such as commercial, industrial, or mixed-use.

H. After review, the Town will determine if the completed application meets all requirements or requires corrective actions and shall notify the applicant in a written response:

1. If the Town determines that the application requires corrections, the Town must be specific and cite the ordinance, statute, or specification that requires the modification. Comments shall be logged in an index of requested modifications or additions. The required corrections are sent to the applicant to prepare a resubmittal.

2. The Town may require additional information relating to the applicant's plans to ensure compliance with municipal ordinances and approved standards and specifications for the construction of public improvements.

3. If the application is found to meet all codes, standards, and specifications, it is

forwarded to the Administrative Land Use Authority for review and approval.

I. After receiving the list of required modifications or additions, the applicant's resubmittal shall include a written explanation in response to each of the municipality's review comments, identifying and explaining the applicant's revisions or reasons for declining to make the revisions.

J. The Town shall review the resubmittal to ensure that the applicant has responded to each item logged in the index of requested modifications or additions. If the response does not address each item, the Town shall return the submittal to the applicant.

1. If the resubmittal is complete, the Town shall accept the application for a second review cycle. The time frame to complete the review depends on how quickly the applicant was able to respond to the corrections in full and if the applicant made any material changes.

a. If the applicant responds within forty (40) days, the Town has forty (40) days to complete the second review cycle.

b. If the applicant responds after forty (40) days, the Town has sixty (60) days to complete the second review cycle.

c. If the applicant made a material change that merits a new review, then the review shall restart at the first review cycle as it relates to the new material.

2. The review cycle number of days only applies to single-family, two-family, and townhome developments. It does not apply to other land uses, such as commercial, industrial, or mixed-use.

K. If the Town neglects to include a required change or correction in the initial review process, the modification or correction can only be imposed on subsequent reviews if necessary to protect public health and safety or to enforce state or federal law.

1. If the Town finds the resubmittal does not comply with all applicable codes, standards, and specifications, another review letter and index of requested modifications or additions shall be created and sent to the applicant. This shall be provided to the applicant up until the fourth review cycle, at which point the application shall be forwarded to the Administrative Land Use Authority for review with a recommendation that the application does not meet all codes, standards, and specifications. The applicant may appeal this determination as outlined in Utah Code 10-9a-604.2(11), as amended.

L. If, on the fourth and final review, a municipality fails to respond within forty (40) business days, the municipality shall, upon request of the property owner, and within ten (10) business days after the day on which the request is received:

1. For a dispute arising from the subdivision improvement plans, assemble an appeal

panel in accordance with Utah Code 10-9a-508(5)(d) to review and approve or deny the final revised set of plans; or

2. For a dispute arising from the subdivision ordinance review, advise the applicant, in writing, of the application's deficiency and of the right to appeal the determination to a designated appeal authority.

a. The appeal authority shall be the Town Council.

SECTION 7: ADOPTION “11.02.090 Preliminary Plat Approval Process” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

11.02.090 Preliminary Plat Approval Process(*Added*)

After review, the application shall be submitted to the Administrative Land Use Authority for approval.

A. For the Preliminary Plat and Subdivision Improvement Plans, the Administrative Land Use Authority shall be the Planning Commission.

1. For a contingent legislative approval, such as a zone change, overlay zone, general plan amendment, annexation, right-of-way vacation, or other similar approval, shall occur at the Town Council before the submittal of a Preliminary Plat application.

B. The Administrative Land Use Authority shall hold a public hearing and send a public notice to all owners of property within three hundred feet (300') of the subdivision.

C. If the Administrative Land Use Authority finds the application complies with the applicable municipal ordinances and the requirements of Utah State Code, it shall approve the Preliminary Plat application.

1. The Administrative Land Use Authority shall remand the application back to the applicant for corrections if it finds:

a. The applicant has not completed all requirements as outlined in the review index, or

b. The application does not address all requirements as outlined in state code, and although the item was not addressed in the first review, the requirement relates directly to public health and safety.

2. The Administrative Land Use Authority shall deny the application if the applicant is unwilling to make the required corrections or provide the required information.

D. The application approval shall lapse in instances where a developer abandons or otherwise fails to take timely action to address corrections or complete a project.

1. A Preliminary Plat application expires if it is not approved by the Town within twelve (12) months from the time its application is submitted and accepted.

2. Approval of the Preliminary Plat by the Town shall be valid for a period of twelve (12) months after approval.

SECTION 8: AMENDMENT “11.02.070 Preliminary Plat Requirements” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~070~~100 Preliminary Plat Submittal Requirements

The preliminary plat shall include or be accompanied by the following:

1. Description: In a title block located in the lower right-hand corner of the sheet the following is required:
 - a. The proposed name of the subdivision.
 - b. The location of the subdivision, including the address and the section, township and range.
 - c. The names and addresses of the owner or subdivider if other than the owner.
 - d. Date of preparation and north point.
 - e. Scale shall be of sufficient size to adequately describe in legible form all required elements.
2. Existing Conditions: The preliminary plat shall show:
 - a. The location of the nearest monument.

- b. The boundary of the proposed subdivision and the acreage included.
 - c. All property contiguous to the property to be subdivided and under the control of the subdivider, even though only a portion is being subdivided. (Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system of the part submitted shall be considered in light of existing master street plan or other commission studies.) And all property contiguous to the proposed subdivision.
 - d. The location, width and names/numbers of all existing streets within two hundred feet (200') of the subdivision and of all prior streets or other public ways, easements, utility rights of way, parks and other public open spaces, within and adjacent to the tract.
 - e. The location of all wells and springs or seeps, proposed, active and abandoned, and of all reservoirs or ponds within the tract and at a distance of at least one hundred feet (100') beyond the tract boundaries.
 - f. Existing ditches, canals, natural drainage channels and open waterways and proposed realignments.
 - g. Contours at vertical intervals not greater than five feet (5').
 - h. Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock and caliche, gypsiferous rock and soil, potentially unstable rock or soil units including fault lines, shallow ground water, and windblown sand) and recommendations for their mitigation.
3. Proposed Plan: The subdivision plans shall show:
- a. The layout of streets, showing location, widths and other dimensions of proposed streets, crosswalks, alleys and easements.
 - b. The layout, numbers and typical dimensions of lots. Designation of buildable area is required for each lot.
 - c. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision.
 - d. Easements for water, sewers, drainage, utilities, lines and other purposes.
 - e. Typical street cross sections and street grades where required by the Planning Commission.
 - f. A tentative plan or method by which the subdivider proposes to handle the stormwater drainage for the subdivision.
 - g. Approximate radius of all centerline curves on highways or streets.
 - h. Each lot shall abut a street shown on the subdivision plat or on an existing publicly dedicated street, or on a prescriptive easement (Double frontage or flag lots shall be prohibited except where conditions make other design undesirable.)
 - i. All remnants of lots below minimum size left over after subdividing of a larger tract shall be added to adjacent lots or common areas, rather than allowed to remain as unusable parcels.
 - j. Where necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the planning

commission.

- k. A letter from Ash Creek Special Service District, and Big Plains Water Special Service District, and Rocky Mountain Power indicating if the proposed plan meets their standards and if so, a preliminary plan for needed services and timeframe for availability of services.

- l. If the subdivision is to be built in phases, the plat shall show possible phasing lines.

- m. A tentative plan or method for providing nondiscriminatory access to the subdivision for purposes of placement of communications infrastructure, and for purposes of placement of utility infrastructure.

4. Required Copies Of Plans:

- a. An electronic copy of each drawing.
- b. Two (2) copies of all full scale drawings.
- c. One copy of each drawing on eleven inch by seventeen inch (11" x 17") sheets or eight and one-half by eleven (8 1/2 x 11) if the project is small and the plans are legible at that size.

SECTION 9: AMENDMENT “11.02.080 Construction Drawings” of the Apple Valley Subdivisions is hereby *amended* as follows:

A M E N D M E N T

~~11.02.080 Construction Drawings~~ 110 Subdivision Improvement Plans

~~After preliminary plat approval by Town council~~ With the Preliminary Plat application, the applicant shall submit Subdivision Improvement Plans ~~have construction drawings~~ prepared by a licensed engineer for all on- site and required off- site improvements in accordance with the following:

- A. Final plan and profile must be prepared in accordance with, but not limited to the following standards;
 - 1. Current Apple Valley Town standards and specifications;
 - 2. Apple Valley Town drainage manual;
 - 3. Big Plains Water Special Service District construction standards;
 - 4. Ash Creek Sewer Special Service District construction standards;
 - 5. Apple Valley Town power standards and specifications as required;
 - 6. Applicable fire code; and
 - 7. Rocky Mountain power standards and specifications if applicable.
 - 8. South Central Communications standards and specifications, if applicable.
- B. Specific geotechnical recommendations for the design and construction of the proposed subdivision shall include the following if applicable:
 - 1. A general assessment of the requirements needed to develop on the site.
 - 2. Site preparation and grading and the suitability of onsite soils for use as

structural fill.

3. Stable cut and fill slopes including recommendations concerning the effects of material removal and the introduction of water.
 4. Recommendations for foundation type and design criteria, including, but not limited to, bearing capacity of natural or compacted soils, provisions to mitigate the effects of expansive, compressible, or collapsible soils, differential settlement and varying soil strength, and the effects of adjacent loads.
 5. Anticipated total and differential settlement.
 6. Special design and construction considerations, as necessary, such as the excavation and replacement of unsuitable materials, excavation difficulties, stabilization, or special foundation provisions for problem soil conditions.
 7. Design criteria for restrained and unrestrained retaining or rockery wall.
 8. Moisture protection and surface drainage.
- C. ~~Upon Completion of the complete proposed construction plans, the Applicant shall fill out an application for construction plan review, pay associated fees, and upon approval of the application by the Public Works Director or Consultant, shall then deliver Eight (8) sets of complete construction plans to the public works director or consultant along with a digital copy. Construction drawings~~ Subdivision Improvement Plans must contain a signature block for all required utilities, including the Public Works Director or Consultant, Big Plains Water Special Service district representatives, Ash Creek Special Sewer District and Town Engineer. Drawings shall be a minimum of twenty-two inches by thirty four inches (22" x 34") (full size) and shall be provided in an electronic format and a paper format as requested by the Town.
- D. Applicant shall ~~be request~~ placed ~~ment~~ on a joint utility committee agenda for initial review of the plans.
- E. ~~Applicant~~ The applicant or applicant's authorized representative shall attend the joint utility committee meeting when the item is on the agenda. Utility, franchisee, Town, and Big Plains Water Special Service District will take copies of plans to redline.
- F. All street grades over five percent (5%) shall be noted on the preliminary plat.
- G. ~~When redlines are completed, public works director shall prepare a summary of the needed changes and return redlined plans to applicant~~ A summary of needed changes shall be included with each review cycle.
- H. ~~Applicant shall then submit three (3) copies of the corrected construction drawings, addressing all redlined items, to the Public Works Director or Consultant who then will review and submit them to the Town engineer for review and possible signature. After Town engineer signs, applicant must obtain all required signatures and return signed plans to public works director for final signature.~~
- I. ~~Construction drawings are valid for twenty four (24) months after final signature. Construction drawings signed more than twenty four (24) months prior to construction of improvements shall be considered expired. For a project where construction has started and all improvements shown on the plan will be constructed, the public works director may permit construction to continue. Construction drawings showing multiple phases of a project are valid only for those improvements constructed within the first twenty four (24) months of approval. New approvals must be obtained and any new standards shall apply for future phases or delayed projects.~~

SECTION 10: **ADOPTION** “11.02.120 Final Plat Review Process” of the Apple Valley Subdivisions is hereby *added* as follows:

ADOPTION

11.02.120 Final Plat Review Process(*Added*)

Within twelve (12) months of approval of a Preliminary Plat, a Final Plat prepared by a licensed surveyor not employed by the Town shall be submitted in conformance with this Chapter. If a complete application is not submitted within twelve (12) months of Preliminary Plat approval, the approval is deemed to have expired.

A. Review: The following outlines the review process, as intended by Utah State Code 10-9a-604, as amended. If there is any conflict in content or interpretation, state code shall prevail.

1. The Town shall maintain and publish a list of items comprising a complete Final Plat application, including:

- a. The application.
- b. The owner’s affidavit.
- c. An electronic copy of all plans in PDF format.
- d. The breakdown of fees due upon approval of the application.

2. The applicant submits a complete application, including the Final Plat and all required documentation and information.

3. The Town checks the submittal for completeness.

- a. If the submittal includes all materials, the Town receives the submittal and starts the review.
- b. If the submittal is incomplete, the submittal is returned to the applicant. No review of the application shall occur until the Town has determined that the applicant has submitted a complete application.

4. After a determination that the application submittal is complete, the Town shall begin its review. The Town has a thirty (30) day review window to conduct its review and provide comments on the application.

- a. The review period of thirty (30) days only applies to single-family, two-family,

and townhome developments.

5. If the location is within one hundred feet (100') of a Water Conveyance Facility, within (20) calendar days after receipt of the completed application, the Town shall notify in writing the Water Conveyance Facility Owner(s) of the application and request comments related to the following aspects of the Water Conveyance Facility: access, maintenance, protection, safety, and any other issues related.

a. Any Water Conveyance Facility shall have at least twenty (20) days to respond. While the Town may provide comments to the applicant before this twenty (20) day window is complete, the Administrative Land Use Authority shall not grant approval until at least twenty (20) days after the day on which the Town mailed notice to the Water Conveyance Facility.

b. Water Conveyance Facility: Shall mean a ditch, canal, flume, pipeline, or other watercourse used to convey water used for irrigation or stormwater drainage and any related easement for the ditch, canal, flume, pipeline, or other watercourse. See State Code 73-1-15.5-1b.

6. During review, the Town Attorney shall review the Final Plat and shall recommend approval if the attorney finds that:

a. There is a current title opinion from a licensed title company showing that the person dedicating the property described on the Final Plat is the title owner, as shown on the records of the Washington County Recorder's Office.

b. The performance bond, escrow deposit, letter of credit, or trust deed with the Town is in appropriate form and signed by the necessary parties.

c. That the subdivision does not, in the attorney's opinion, violate any ordinance of the Town, laws of the State of Utah, or rules and regulations promulgated pursuant thereto.

7. Within the review window on subsection 4, the Town shall complete a review of the Final Plat and submittal contents and provide a response to the applicant. The Town shall determine whether the application meets all requirements or requires corrective actions and shall notify the applicant in a written response:

a. If the application is found to require corrections, the Town shall be specific and cite the ordinance, statute, or specification that requires the modification. Comments shall be logged in an index of requested modifications or additions. The required corrections are sent to the applicant to prepare a resubmittal.

b. The Town may require additional information relating to an applicant's plans to ensure compliance with municipal ordinances and approved standards.

c. If the applicant is found to meet all codes, standards, and specifications, the

application is forwarded to the Administrative Land Use Authority for review and approval.

8. If corrections are required, the applicant shall provide a resubmittal. The resubmittal shall include a written explanation in response to each of the municipality's review comments, identifying and explaining the applicant's revisions or reasons for declining to make a requested revision.

9. The Town shall check the resubmittal to ensure that the applicant has responded to each item logged in the index of requested modifications or additions. If the response does not address each item, the Town shall return the submittal to the applicant.

a. If the resubmittal is complete, the Town shall review the application and provide written comments within the review window as outlined in subsection 4.

b. The review window number of days only applies to single-family, two-family, and townhome developments. It does not apply to other land uses, such as commercial, industrial, or mixed-use, nor does it apply to any legislative approval.

10. If the Town determines that the resubmittal is complete and meets all codes, standards, and specifications, it shall be forwarded to the Administrative Land Use Authority for review and approval.

a. If the Town finds the resubmittal does not comply with all applicable codes, standards, and specifications, another review letter and index of requested modifications or additions shall be created and sent to the applicant. This shall be provided to the applicant up until the fourth review cycle, at which point the application shall be forwarded on to the Administrative Land Use Authority for review with a recommendation that the application does not meet all codes, standards, and specifications. The applicant may appeal this determination as outlined in Utah Code 10-9a-604.2(8), as amended.

11. If, on the fourth and final review, a municipality fails to respond within forty (40) business days, the municipality shall, upon request of the property owner, and within ten (10) business days after the day on which the request is received:

a. The Town shall advise the applicant, in writing, of the deficiency in the application and the right to appeal the determination to a designated appeal authority.

1. The appeal authority shall be the Town Council.

SECTION 11: AMENDMENT “11.02.090 Final Plat Approval Process” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~090~~130 Final Plat Approval Process

After the review cycle process has been completed, the application shall be submitted to the Administrative Land Use Authority for approval.

A. For Final Plat approval, the Administrative Land Use authority shall be the Town Engineer or Town designee.

1. No public hearing for the subdivision Final Plat approval may be held.

B. The Administrative Land Use Authority shall approve the Final Plat if it finds:

1. The proposed plat complies with the requirements of the Town Code, Utah State Code, and all other applicable policies and regulations.

2. The plat has been approved by the culinary water authority.

3. The plat has been approved by the sanitary sewer authority, and

4. If applicable, the health department has approved the plat.

C. The Administrative Land Use Authority may deny or remand the proposed Final Plat if:

1. The Administrative Land Use Authority finds the applicant has not provided a complete, accurate, and satisfactory response to all comments during review and any other point of non-compliance with applicable regulations.

2. The applicant is unwilling to make the required corrections or provide the required information.

D. Any appeal shall be consistent with the provisions of Utah Code 10-9a-604.2.

~~Application process:~~

~~A. Once construction drawings are approved, applicant shall submit completed final plat application, paper copy of final plat in full size, an electronic copy of the final plat, required fee, and any other required documents to planning department on or before deadline for submissions established by Town.~~

~~B. The Town engineer shall review the electronic copy of plat and notify the applicant or applicant's authorized representative of any required changes. Applicant shall make~~

~~required changes and resubmit electronic and paper copies of final plat, one full size and one eleven inch by seventeen inch (11" x 17") for second review.~~

- ~~C. If plat is approved by Town engineer, he shall sign the plat and return to the planning department. If plat is not approved after second submittal, an additional fee must be paid before any subsequent reviews.~~
- ~~D. Upon signature of approved final plat, the final plat application shall be reviewed by the final plat approval staff.~~
- ~~E. Once the final plat approval staff has granted approval of a final plat and a bond or other financial security is in place in accordance with AVS 11.02.130, the subdivider may schedule a preconstruction meeting with the Town public works department. Upon receipt of written notice to proceed from Town, construction of the subdivision may proceed. No construction shall be permitted prior to receipt of written notice to proceed.~~
- ~~F. The Town Planning and Zoning Manager & Public Works Director or Consultant, are hereby designated to be the final plat approval staff and are authorized to approve subdivision final plats.~~
- ~~G. Final plat approvals shall be presented to the Town Council at the next meeting at which time allows for addition to it's Agenda.~~
- ~~H. Appeals of decisions made by the final plat approval staff shall be made to the Town Council.~~

SECTION 12: **AMENDMENT** "11.02.100 Final Plat Requirements" of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~100~~140 Final Plat Requirements

- A. Required Information: The final plat shall show:
 1. The name or designation of the subdivision that is distinct from any plat already recorded in the county recorder's office, as approved by the Town planning commission.
 2. The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.
 3. The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.
 4. Every existing right of way and easement grant of record for communications

infrastructure, for underground facilities as defined in Utah Code § 54-8a-2 and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.

5. True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.
 6. All street centerline data must be shown, together with its relationship to the property lines, corners, etc.
 7. The accurate location of all monuments shall be shown on the plat, and shall be identified, including all United States, state, county or other official monuments.
 8. The dedication to the public of all streets and highways included in the proposed subdivision (except approved private streets).
 9. Street monuments to be installed by the subdivider in accordance with the requirements of the Town standards. Locations of said monuments shall be approved by the Town engineer and indicated on the subdivider's plat by the appropriate symbols.
 10. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses by all property owners.
 11. Where it is proposed that streets be constructed on property controlled by a public agency or utility company, approval for the location, improvement and maintenance of such streets shall be obtained from the public agency or utility company and entered on the final plat in a form approved by the Town attorney.
 12. The parent parcel number, as shown on the records of the Washington County recorder in St. George, Utah.
- B. Required Forms And Certificates: In addition the final plat shall contain the standard forms for the following:
1. A registered professional land surveyor's signed certificate of survey, together with a statement that: a) the surveyor holds a license in accordance with Utah Code 58-22, professional engineers and professional land surveyors licensing act; b) the surveyor has completed a survey of the property described on the plat in accordance with Apple Valley Town Design Standards and the Utah Code and has verified all measurements; and c) has placed monuments as represented on the plat.
 2. The owner's certificate of dedication of all streets, roads, rights of way or other parcels intended for the use and benefit of the general public.
 3. Mortgagee or other lienholder's consent to record, if applicable.
 4. A notary public's acknowledgment of the signature of the mortgagee or each owner signing the plat.
 5. Certificate of approval of Big Plains Water Special Service district.
 6. Certificate of approval of Ash Creek Special Service District.
 7. ~~Certificate of approval of the Planning Commission, as evidenced by the signature of the Planning Commission chairperson.~~

8. 7. Certificate of approval of the Town engineer.
 9. 8. Certificate of approval as to form executed by the Town attorney.
 10. 9. A one and one-half inch by five inch (1 1/2" x 5") space in the lower right hand corner of the drawing for the use of the county recorder.
 11. 10. Certificate of approval of the county treasurer.
- C. Other Information Required: The following information or documentation shall be submitted with the final plat ~~or prior to recordation:~~
1. A statement that all taxes or special assessments payable on all property within the limits of the subdivision are paid in full, or a letter stating that a satisfactory bond has been filed to secure such payment.
 2. An original copy for staff review of the proposed deed restrictions or CC&Rs in proposed final form with signature lines for all owners of any interest in the subdivision who would sign the final subdivision plat must be submitted with final plat application. After being approved by staff this document shall be signed, acknowledged by a notary public, and recorded in the office of the county recorder along with the final plat.
 3. An up to date title or subdivision report for the property being subdivided.
 4. An electronic copy of the final plat. ~~disk of the final plat prepared in "AutoCAD 2004" (or newer format).~~
 5. ~~Mylar of approved final plat submitted and reviewed for substantial conformance with paper final plat.~~
- D. Requirements For Recordation:
1. Final plat approval.
 2. Bond or other financial security in place.
 3. Payment of HCP impact fee if applicable.
 4. The Final Plat in PDF format. ~~Three (3) disks of the final plat prepared in "AutoCAD 2004" format or later format as designated from time to time by Town engineer; one disk for the Town, one for the county recorder, and one for the Big Plains Water District.~~
 5. Final title or subdivision report prepared and submitted to the Town attorney.
 6. Proof of satisfaction of payment of water impact fee to Big Plains Water District.
 7. All signatures must be on the mylar, including property owners of record according to the title report, Town officials, Ash Creek Special Service District and Big Plains Water Special Service district superintendent. The Town attorney shall be the last signer of the mylar just prior to recordation.
 8. ~~Preliminary acceptance by Town of all public and private improvements as shown on approved construction drawings.~~
 9. 8. If submitted mylar shows substantial change from the approved paper final plat, applicant shall submit an application for an amended plat and get approval of the amended plat before recordation will be permitted to occur.
- E. Recordation Of Plat: Any subdivision plat receiving final approval from the final plat approval staff (see section 11.02.~~09~~120) shall be recorded at the office of the Washington County recorder within one year of the date of said final approval, unless said period is extended in writing by the Town council. Any approval for any final plat

not recorded within said period or extended period shall be deemed to have been revoked, and any such final plat shall require new approval before recordation.

- F. Once the final plat has been recorded, and a bond or other financial security is in place in accordance with AVS 11.02.160, the subdivider may schedule a preconstruction meeting with the Town public works department. Upon receipt of written notice to proceed from the Town, construction of the subdivision may proceed. No construction shall be permitted prior to receipt of written notice to proceed.

SECTION 13: **AMENDMENT** “11.02.110 Subdivision Streets And Fencing” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~110~~150 Subdivision Streets And Fencing

SECTION 14: **AMENDMENT** “11.02.120 Subdivider's Agreement” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~120~~160 Subdivider's Agreement

SECTION 15: **AMENDMENT** “11.02.130 Guarantee Of Completion Of Improvements; Form Of Surety; Release Of Funds” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~130~~170 Guarantee Of Completion Of Improvements; Form Of Surety; Release Of Funds

SECTION 16: **AMENDMENT** “11.02.140 Warranty Of Completed Improvements” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~140~~180 Warranty Of Completed Improvements

SECTION 17: **AMENDMENT** “11.02.150 Enforcement And Permits” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~150~~190 Enforcement And Permits

SECTION 18: **AMENDMENT** “11.02.160 Plat Amendments” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~160~~200 Plat Amendments

SECTION 19: **AMENDMENT** “11.02.170 Fees” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~170~~210 Fees

The following fees are hereby established:

- A. Preliminary Plat Application Fee: At the time of filing of the preliminary plat, the subdivider shall deposit with the Town a nonrefundable fee made payable to Apple Valley Town. The Town council shall by resolution from time to time prescribe the amount of such fee, which shall be for the purpose of reimbursing the Town for the expense of checking and reviewing such Preliminary subdivision plats.
- B. A construction plan review and inspection fee. At the time of completion of the proposed plat, and subdivision improvement ~~construction~~ plans, and upon delivery of said plans to be reviewed by the Public Works Director, the subdivider shall deposit with the Town a nonrefundable fee made payable to Apple Valley Town. The Town council shall by resolution from time to time prescribe the amount of such fee, which shall be for the purpose of reimbursing the Town for the expense of checking and reviewing such construction plans and performing inspections associated with the construction of the proposed subdivision.
- C. Final Plat Application Fee: At the time of filing the final plat, the subdivider shall

deposit with the Town a nonrefundable fee made payable to Apple Valley Town. The Town council shall by resolution from time to time prescribe the amount of such fee, which shall be for the purpose of reimbursing the Town for the expense of checking and reviewing such final subdivision plats, and inspecting subdivision improvements.

- D. Recording Fee: At the time of recording the final plat, the subdivider shall be responsible for payment of the recording fee.

SECTION 20: **AMENDMENT** “11.02.180 Penalty; Validity And Restrictions” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~180~~220 Penalty; Validity And Restrictions

SECTION 21: **AMENDMENT** “11.02.190 Grading Permit By Exception” of the Apple Valley Subdivisions is hereby *amended* as follows:

AMENDMENT

11.02.~~190~~230 Grading Permit By Exception

SECTION 22: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 23: **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 24: **EFFECTIVE DATE** This Ordinance shall be in full force and effective immediately after the required approval.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

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

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

Preliminary Plat Submittal Checklist

This checklist shall comply with 11.02.100 of the Apple Valley Land Use Code.

The Town cannot review an application until it is complete.

Description: In a title block located in the lower right-hand corner of the sheet the following is required:

- ☐ The proposed name of the subdivision.
- ☐ The location of the subdivision, including the address and the section, township and range.
- ☐ The names and addresses of the owner or subdivider if other than the owner.
- ☐ Date of preparation and North point.
- ☐ Scale shall be of sufficient size to adequately describe in legible form all required elements.

Existing Conditions: The preliminary plat shall show:

- ☐ The location of the nearest monument.
- ☐ The boundary of the proposed subdivision and the acreage included.
- ☐ All property contiguous to the property to be subdivided and under the control of the subdivider, even though only a portion is being subdivided. (Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system of the part submitted shall be considered in light of existing master street plan or other commission studies.) And all property contiguous to the proposed subdivision.
- ☐ The location, width, and names/numbers of all existing streets within two hundred feet (200') of the subdivision and of all prior streets or other public ways, easements, utility rights of way, parks and other public open spaces, within and adjacent to the tract.
- ☐ The location of all wells and springs or seeps, proposed, active and abandoned, and of all reservoirs or ponds within the tract and at a distance of at least one hundred feet (100') beyond the tract boundaries.
- ☐ Existing ditches, canals, natural drainage channels and open waterways and proposed realignments.
- ☐ Contours at vertical intervals not greater than five feet (5').
- ☐ Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock and caliche, gypsiferous rock and soil, potentially unstable rock or soil units including fault

lines, shallow ground water, and windblown sand) and recommendations for their mitigation.

Proposed Plan: The Subdivision plans shall show:

- ☐ The layout of streets, showing location, widths and other dimensions of proposed streets, crosswalks, alleys and easements.
- ☐ The layout, numbers and typical dimensions of lots. Designation of buildable area is required for each lot.
- ☐ Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision.
- ☐ Easements for water, sewers, drainage, utilities, lines and other purposes.
- ☐ Typical street cross sections and street grades where required by the Planning Commission.
- ☐ A tentative plan or method by which the subdivider proposes to handle the stormwater drainage for the subdivision.
- ☐ Approximate radius of all centerline curves on highways or streets.
- ☐ Each lot shall abut a street shown on the subdivision plat or on an existing publicly dedicated street, or on a prescriptive easement (Double frontage or flag lots shall be prohibited except where conditions make other design undesirable.)
- ☐ All remnants of lots below minimum size left over after subdividing of a larger tract shall be added to adjacent lots or common areas, rather than allowed to remain as unusable parcels.
- ☐ Where necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the planning commission.
- ☐ A letter from Ash Creek Special Service District, and Big Plains Water Special Service District, and Rocky Mountain Power indicating if the proposed plan meets their standards and if so, a preliminary plan for needed services and timeframe for availability of services.
- ☐ If the subdivision is to be built in phases, the plat shall show possible phasing lines.
- ☐ A tentative plan or method for providing nondiscriminatory access to the subdivision for purposes of placement of communications infrastructure and for purposes of placement of utility infrastructure.

Required Copies of Plans:

- ☐ An electronic copy of each drawing.
- ☐ Two (2) copies of all full scale drawings.

- ☐ One copy of each drawing on eleven inch by seventeen inch (11"x17") sheets or eight and one-half by eleven (8 ½ x 11) if the project is small and the plans are legible at that size.

Subdivision Improvement Plans: The Subdivision Improvement Plans shall be prepared by a licensed engineer and shall be submitted with the Preliminary Plat application.

- A. Final plan and profile must be prepared in accordance with, but not limited to the following standards:
 - ☐ Current Apple Valley Town standards and specifications.
 - ☐ Apply Valley Town drainage manual.
 - ☐ Big Plains Water Special Service District construction standards.
 - ☐ Ash Creek Special Service District construction standards.
 - ☐ Apple Valley Town power standards and specifications as required.
 - ☐ Applicable fire code.
 - ☐ Rocky Mountain power standards and specifications if applicable.
 - ☐ South Central Communications standards and specifications if applicable.
- B. Specific geotechnical recommendations for the design and construction of the proposed subdivision shall include the following if applicable:
 - ☐ A general assessment of the requirements needed to develop on the site.
 - ☐ Site preparation and grading and the suitability of onsite soils for use as structural fill.
 - ☐ Stable cut and fill slopes including recommendations concerning the effects of material removal and the introduction of water.
 - ☐ Recommendations for foundation type and design criteria, including, but not limited to, bearing capacity of natural or compacted soils, provisions to mitigate the effects of expansive, compressible, or collapsible soils, differential settlement and varying soil strength, and the effects of adjacent loads.
 - ☐ Anticipated total and differential settlement.
 - ☐ Special design and construction considerations, as necessary, such as the excavation and replacement of unsuitable materials, excavation difficulties, stabilization, or special foundation provisions for problem soil conditions.
 - ☐ Design criteria for restrained and unrestrained retaining or rockery wall.
 - ☐ Moisture protection and surface drainage.

- C. Subdivision Improvement Plans must contain a signature block for all required utilities, including the Public Works Director or Consultant, Big Plains Water Special Service District representatives, Ash Creek Special Sewer District and town Engineer. Drawings shall be a minimum of twenty-two inches by thirty four inches (22"x34") (full size) and shall be provided in an electronic format and a paper format as requested by the Town.

Final Plat Submittal Checklist

This checklist shall comply with 11.02.140 of the Apple Valley Land Use Code.

The Town cannot review an application until it is complete.

Required Information: The final plat shall show:

- ☐ The name or designation of the subdivision that is distinct from any plat already recorded in the county recorder's office, as approved by the Town.
- ☐ The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used for a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.
- ☐ The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.
- ☐ Every existing right of way and easement grand of record for communications infrastructure, for underground facilities as defined in Utah Code 54-8a-2 and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.
- ☐ True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.
- ☐ All street centerline data must be shown, together with its relationship to the property lines, corners, etc.
- ☐ The accurate location of all monuments shall be shown on the plat, and shall be identified, including all United States, state, county or other official monuments.
- ☐ The dedication to the public of all streets and highways included in the proposed subdivision (except approved private streets).
- ☐ Street monuments to be installed by the subdivider in accordance with the requirements of the Town standards. Locations of said monuments shall be approved by the Town engineer and indicated on the subdivider's plat by the appropriate symbols.
- ☐ Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses by all property owners.
- ☐ Where it is proposed that streets be constructed on property controlled by a public agency or utility company, approval for the location, improvement and maintenance of such streets shall be obtained from the public agency or utility company and entered on the final plat in a for approved by the Town attorney.
- ☐ The parent parcel number, as shown on the records of the Washington County Recorder in St. George, Utah.

Required Forms and Certificates: In addition, the final plat shall contain the standard forms for the following:

- ☐ A registered professional land surveyor's signed certificate of survey, together with a statement that: a) the surveyor holds a license in accordance with Utah Code 58-22, professional engineers and professional land surveyors licensing act; b) the surveyor has completed a survey of the property described on the plat in accordance with Apple Valley Town Design Standards and the Utah Code and has verified all measurements; and c) has placed monuments as represented on the plat.
- ☐ The owner's certificate of dedication of all streets, roads, rights of way or other parcels intended for the use and benefit of the general public.
- ☐ Mortgagee or other lienholder's consent to record, if applicable.
- ☐ A notary public's acknowledgment of the signature of the mortgagee or each owner signing the plat.
- ☐ Certificate of approval of Big Plains Water Special Service district.
- ☐ Certificate of approval of Ash Creek Special Service District.
- ☐ Certificate of approval of the Town Engineer.
- ☐ Certificate of approval as to form executed by the Town attorney.
- ☐ A one and one-half inch by five-inch (1 ½" x 5") space in the lower right-hand corner of the drawing for the use of the county recorder.
- ☐ Certificate of approval of the county treasurer.

Other Information Required: The following information or documentation shall be submitted with the final plat:

- ☐ A statement that all taxes or special assessments payable on all property within the limits of the subdivision are paid in full, or a letter stating that a satisfactory bond has been filed to secure such payment.
- ☐ An original copy for staff review of the proposed deed restrictions or CC&Rs in proposed final form with signature lines for all owners of any interest in the subdivision who would sign the final subdivision plat must be submitted with final plat application. After being approved by staff this document shall be signed, acknowledged by a notary public, and recorded in the office of the county recorder along with the final plat.
- ☐ An up to date title or subdivision report for the property being subdivided.
- ☐ An electronic copy of the final plat.

Simple Lot Subdivision Submittal Checklist

This checklist shall comply with 11.02.050 of the Apple Valley Land Use Code.

The Town cannot review an application until it is complete.

Submittal Contents: A simple lot subdivision application shall include, at a minimum, each of the following:

- ☐ A current title report showing ownership by the applicant.

- ☐ Name of the applicant or authorized agent and contact information.
- ☐ Property address, acreage, boundary, and tax identification number.
- ☐ Date, scale, and North arrow.
- ☐ Vicinity map showing the property's location relative to municipal boundaries and roads that serve the property.
- ☐ A statement containing the zone, lot size, and amount of frontage along a public street for each proposed lot.
- ☐ A metes and bounds description of the property proposed to be subdivided.
- ☐ A subdivision name.
- ☐ A record of survey map, showing each new lot, which includes the following details:
 - The location of survey by quarter section and township range.
 - The date of survey.
 - The scale of the drawing and North point.
 - The distance course of all lines traced or established, giving the basis of bearing and the distance and course to two or more section corners or quarter corners, including township and range, or to identified monuments within a recorded subdivision.
 - All measured bearings, angles, and distances separately indicated from those of record.
 - A written boundary description of property surveyed.
 - All monuments set and their relation to older monuments found.
 - A detailed description of monuments found and monuments set, indicated separately.
 - The surveyor's seal or stamp.
 - The surveyor's business name and address.
 - A written narrative that explains and identifies:
- ☐ The purpose of the survey.
- ☐ The basis on which the lines were established.
- ☐ The found monuments and deed elements that controlled the established or reestablished lines.
 - If the narrative is a separate document, it shall contain:
- ☐ The location of the survey by quarter section and by township and range.
- ☐ The date of the survey.
- ☐ The surveyor's stamp or seal.
- ☐ The surveyor's business name and address.
 - The map and narrative shall be referenced to each other if they are separate documents.
 - The map and narrative shall be created on material of a permanent nature on stable base reproducible material in the sizes required by the county surveyor.

Site-Specific Contents: The following documents shall accompany the simple lot subdivision application when deemed necessary by the Town Engineer:

- ☐ Soils Report: The applicant shall provide a detailed soils report addressing the following issues for the subdivision: hill stabilization, road design, foundation design, groundwater impacts, and general soil stability. The report must be stamped and signed by a Civil Engineer licensed in the state of Utah.
- ☐ Storm Water Plan: The applicant shall provide a detailed storm water plan for the subdivision. This plan shall include all calculations showing that it meets all applicable all applicable codes, standards, and specifications. Plans and calculations shall be stamped and signed by a civil engineer licensed in the state of Utah.
- ☐ Other Hazard Information: This may include FEMA floodplain information or other information to mitigate natural hazards.

APPLE VALLEY
ORDINANCE O-2024-85

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:

	Zones				

Development Standard	A-X	A-40	A-20	A-10	A-5		
Lot standards							
Minimum lot area	Any Size above 5 acres*	40 acres*	20 acres*	10 acres*	5 acres*		
Minimum lot width	400 feet	400 feet	400 feet	300 feet	300 feet		
Building standards							
Maximum height, main building ¹	35 feet	35 feet	35 feet	35 feet	35 feet		
Maximum height, accessory building	35 feet	35 feet	35 feet	35 feet	35 feet		
Setback standards - front yard							
Any building ²	30 feet	30 feet	30 feet	30 feet	30 feet		
Setback standards - rear yard							
Main building	30 feet	30 feet	30 feet	30 feet	30 feet		
Accessory building	No requirement	No requirement	No requirement	No requirement	No requirement		
Setback standards - interior side yard							
Main building	15 feet	15 feet	15 feet	15 feet			
Accessory building of 100 square feet or less	No requirement	No requirement	No requirement	No requirement	No requirement		
Accessory building greater than 100 square feet	20 feet	20 feet	20 feet	20 feet	20 feet		
Setback standards - street side yard							
Main building		15 feet	20 feet	20 feet	20 feet	20 feet	20 feet
Main building on corner lot with yard that abuts the side yard of another lot	20 feet	20 feet	20 feet	20 feet	20 feet		

Accessory building	Not permitted	Not permitted	Not permitted	Not permitted	Not permitted
ADD Animals permitted					
*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. 3. 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. 4. 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. 5. For additional restrictions and clarifications in this zone, see AVLU 10.28 Supplementary and Qualifying Regulations for Land Use and Building.
- 7. 6. On large lots 5 Acre and larger the minimum lot size may be smaller than required, by the amount needed for road dedications.
- 8. 7. For a lot split on zone A-X, the landowner/applicant must apply for a zone change to match the new lot sizes that will be created if the new lots will be smaller than forty (40) acres. If the new lots created from the lot split are above 40 acres, the land may stay zoned A-X.

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

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

SECTION 4: EFFECTIVE DATE This Ordinance shall be in full force and effective immediately after the required approval.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

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

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley



GROUNDBREAKING CEREMONY SPECIAL/EMERGENCY TOWN COUNCIL MEETING

925 E Red Hawk Rd, Apple Valley
Thursday, September 26, 2024 at 10:00 AM

MINUTES

The Apple Valley Town Council met on September 26, 2024, at 925 E Red Hawk Rd. Mayor Michael Farrar and Council Members Kevin Sair, Janet Prentice, and Scott Taylor were present, while Annie Spendlove was absent.

The main agenda item was the groundbreaking ceremony for the pipeline project, with representatives from the State Division of Drinking Water and Washington County Water Conservancy expected, along with media coverage.

No audio recording was provided. The meeting was conducted as a site visit, following Utah State Code for open and public meetings.

Town Recorder Jenna Vizcardo certified that the agenda was posted at the Apple Valley Town Hall, on the Utah Public Meeting Notice website, and on the Town website.

Date Approved: _____

Approved BY: _____

Mayor | Michael L. Farrar

Attest BY: _____

Town Clerk/Recorder | Jenna Vizcardo



SPECIAL TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, October 02, 2024 at 5:30 PM

MINUTES

CALL TO ORDER- Mayor Farrar called the meeting to order at 5:43 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Michael Farrar

Council Member Kevin Sair

Council Member Janet Prentice

Council Member Scott Taylor

Council Member Annie Spendlove arrived after the roll call and the first vote, and was present during the closed session.

DECLARATION OF CONFLICTS OF INTEREST

None declared.

REQUEST FOR A CLOSED SESSION:

- (1) A closed meeting described under Section 52-4-204 may only be held for: (a) except as provided in Subsection (3), discussion of the character, professional competence, or physical or mental health of an individual; (b) strategy sessions to discuss collective bargaining; (c) strategy sessions to discuss pending or reasonably imminent litigation.

MOTION: Council Member Sair motioned that we go into a closed session.

SECOND: The motion was seconded by Council Member Prentice.

VOTE: Mayor Farrar called for a vote:

Council Member Prentice - Aye

Council Member Sair - Aye

Mayor Farrar - Aye

Council Member Taylor - Aye

The vote was unanimous and the motion carried.

ADJOURNMENT

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

MOTION: Council Member Sair motioned to adjourn.

SECOND: The motion was seconded by Council Member Taylor.

VOTE: Mayor Farrar called for a Roll Call vote:

Council Member Prentice - Aye

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

The vote was unanimous and the motion carried.

The meeting was adjourned.

Date Approved: _____

Approved BY: _____
Mayor | Michael L. Farrar

Attest BY: _____
Town Clerk/Recorder | Jenna Vizcardo



SPECIAL TOWN COUNCIL HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, October 09, 2024 at 6:00 PM

MINUTES

CALL TO ORDER- Mayor Farrar called the meeting to order at 6:05 p.m.

PLEDGE OF ALLEGIANCE

PRAYER- Prayer offered by Council Member Prentice.

ROLL CALL

PRESENT

Mayor Michael Farrar
Council Member Kevin Sair
Council Member Janet Prentice
Council Member Annie Spendlove
Council Member Scott Taylor
Town Clerk/Recorder Jenna Vizcardo
Town Attorney Heath Snow via online (zoom)
Attorney Matt Ence representing Oculita Roca via online (zoom)

DECLARATION OF CONFLICTS OF INTEREST

None declared.

PUBLIC HEARING

1. Public Infrastructure Development (PID) for Oculita Roca.

Note: The term "Development" in "Public Infrastructure Development" is a typo; the correct term is "Public Infrastructure District."

Matt Ence introduced Public Infrastructure Districts (PIDs), explaining that they help finance public infrastructure for developments without impacting the town's finances. Bonds can be issued to fund roads, water systems, and utilities, with taxes applied only within the PID boundaries, leaving other town residents unaffected.

Mayor Farrar opened the public hearing.

Resident Rich Ososki discussed a project expansion from 40 to 84 units securing water from the district. He asked about the two PIDs and if taxes would increase for landowners within the PID boundaries. He compared the development to Las Vegas projects, noting infrastructure needs like a 12-inch water line. He recalled past failed developments due to water and economic issues.

Resident Margie Ososki raised concerns about residential lot sizes in the annex PID, questioning if they would be five or one-acre lots, potentially leading to many more homes.

Mayor Farrar clarified that only Phase One was approved, with lots no smaller than five acres, though future leadership could alter this vision.

Resident Margie Ososki asked if Hidden Rock was connected to Copper Rock developers.

Mayor Farrar clarified it was Hidden Rock's first large-scale development.

Matt Ence confirmed no ties to Copper Rock and explained the two PIDs, with one for the hotel and resort and the other for residential lots. He emphasized that other property owners joining Phase Two would be voluntary.

Council Member Sair asked about the second PID's timeline.

Matt Ence stated no specific timeframe was set, with the focus on completing Phase One first.

Mayor Farrar then closed the public hearing.

DISCUSSION AND ACTION

2. Public Infrastructure Development (PID) for Oculta Roca.

Town Attorney Heath Snow shared his support for the PIDs' legal structure, emphasizing the need to prevent them from gaining undue control over the town's infrastructure. He noted that while PIDs have their own boards, the town maintains oversight by approving the governing documents, which control what the PID can borrow and build.

Heath Snow pointed out a key stipulation: any infrastructure built through the PIDs must be dedicated to the town, preventing the PID from owning or operating any systems, such as water or sewer systems, which could otherwise limit the town's control over development. He mentioned the concern with older districts in the state that had grown into quasi-independent entities, which sometimes obstructed a city's ability to regulate development. In terms of financial oversight, Snow noted the importance of setting a maximum mill levy to limit how much the PID could borrow. He reassured the council that the proposed 10-mill cap was reasonable and in line with best practices, ensuring that the district would not overburden itself with debt. After reviewing the legal documents, Snow concluded that everything was in order and gave his legal approval, supporting the council's decision to proceed with the development agreement under the outlined limitations.

Council Member Prentice asked if all PID documentation was complete.

Mayor Farrar confirmed that Town Attorney Heath Snow had the necessary documents, prepared by Matt Ence, and that they were in the meeting package. He expressed confidence in Ence's expertise and reputation, adding that Heath Snow also trusted his work, particularly with PIDs.

Council Member Spendlove asked if the PID would cover sewer infrastructure or if developers needed their own treatment facilities. Mayor Farrar wasn't sure and deferred to Matt Ence for a definitive answer.

Matt Ence explained that Ash Creek Sewer District isn't involved in creating the PID, which is the town's responsibility. However, the PID must build sewer infrastructure to Ash Creek's standards, with Ash Creek inspecting and approving it before taking ownership.

Town Attorney Heath Snow emphasized that the PID must dedicate any infrastructure it finances to the appropriate entity, such as the town or Ash Creek Sewer District, ensuring proper oversight and compliance with standards.

Mayor Farrar explained that PID funds would be used for infrastructure projects like water tanks and pipelines. Once built and approved, they would be dedicated to the Big Plains Water Special Service

District, with roads going to Apple Valley and sewer systems to Ash Creek. He noted this standard process ensures infrastructure is transferred to the appropriate entities after meeting all requirements.

Matt Ence clarified that the developer handles infrastructure and approvals, while the PID is just a financing tool. The PID doesn't affect the developer's interactions with the town or Ash Creek Sewer District, only funding eligible infrastructure without altering the approval process.

Mayor Farrar explained that the Public Improvement District (PID) serves as a 0% interest loan for the developer, offering significant savings. In return, the developer may contribute to town infrastructure, such as million-gallon water tanks.

Council Member Scott Taylor asked Matt Ence, referred to as a "PID expert," about the likelihood of the million-gallon water tanks being installed within a year after PID approval, seeking his estimate based on his experience with the developers.

Matt Ence told Council Member Taylor that while he couldn't give an exact percentage, he was confident the million-gallon water tanks would be built if the PIDs are approved. He noted the strong bond market and expects bonds to be issued by the end of the year or soon after. The project's high-end residential and hotel components make it likely to handle the added tax, and the bond underwriter has a strong track record. Based on this, Ence believes success is very likely.

Mayor Farrar stated that the developer will complete the infrastructure, including the water tank, pipeline, and road paving, before starting the development. Even if the project stops, the town will still have the infrastructure. He expects funds by December or January, ensuring the million-gallon water tank will be built.

Mayor Farrar asked if there were any further questions for Heath Snow or Matt Ence.

Council Member Taylor asked Town Attorney Heath Snow if the motion needed to specify that infrastructure would be dedicated to the town or appropriate entity. Heath confirmed it was already included in the documents. Mayor Farrar added that once approved, an agreement addendum would follow.

Council Member Prentice noted that this is essentially a 30-year mortgage paid by future property buyers in the development, to which the Mayor agreed. He expressed appreciation for Matt Ence and Heath Snow's guidance, acknowledging his own change in perspective about PIDs, which he initially viewed negatively but now supports due to their benefits for the town and low liability risk.

Council Member Sair brought up a requirement to secure easements for the water tank. The Mayor explained that he was working on securing the necessary easements and had backup plans. He mentioned a productive meeting with a property owner, who was cooperative and willing to help.

Council Member Taylor stated that, if there were no further questions, he was prepared to make a motion.

MOTION: Council Member Taylor moved that we approve the Public Infrastructure District (PID) for Oculita Roca.

SECOND: The motion was seconded by Council Member Spendlove.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

3. Oculita Roca Development Agreement Addendum.

Mayor Farrar introduced item three, discussing the Roca development agreement addendum. The only change was the inclusion of a secure document ensuring the town would receive a 1-million-gallon concrete water tank, with all related costs covered by the developer. The project was expected to be completed within a year after approval. Mayor Farrar was optimistic, noting that a contractor was ready and had experience with similar projects. Once the addendum was approved and the easement secured, design work would begin immediately, with hopes to finish ahead of schedule.

Council Member Taylor asked if the town would handle the construction or if the developers would take care of it.

Mayor Farrar responded that the developers would build the water tank, as it would simplify the process and avoid the need for the town to manage bidding and other details. This approach would prevent delays, allowing the town to benefit without additional responsibilities.

Council Member Prentice inquired about the parcels being annexed.

Mayor Farrar clarified that the annexation was not related to the current discussion, and the focus was solely on the agreement for the water tank construction.

MOTION: Council Member Taylor moved that we approve the Oculita Roca Development Agreement Addendum.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

4. Minutes: August 28, 2024 - Town Council Meeting and Hearing.

MOTION: Council Member Prentice motioned that we consent to the minutes of 8.28.24- Town Council Meeting and Hearing.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a vote:

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

The vote was unanimous and the motion carried.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

No request.

ADJOURNMENT

MOTION: Council Member Sair motioned to adjourn.

SECOND: The motion was seconded by Council Member Prentice.

VOTE: Mayor Farrar called for a vote:

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

The vote was unanimous and the motion carried.

The meeting was adjourned at 6:48 p.m.

Date Approved: _____

Approved BY: _____
Mayor | Michael L. Farrar

Attest BY: _____
Town Clerk/Recorder | Jenna Vizcardo



TOWN COUNCIL HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, October 23, 2024 at 6:00 PM

MINUTES

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

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

PRESENT

Mayor Michael Farrar
Council Member Janet Prentice
Council Member Annie Spendlove
Council Member Scott Taylor
Council Member Kevin Sair arrived at 6:07 p.m.

DECLARATION OF CONFLICTS OF INTEREST

None declared.

PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

Rich Ososki, a resident of Apple Valley, addressed the council to express appreciation for their review of business licenses under Title 5.04. He stated that the current code clearly designates Apple Valley and does not create confusion with other cities. Rich Ososki supported the existing code, emphasizing that businesses in Apple Valley should pay fees to the town. He also suggested the council consider health permits for those selling produce to the public.

Mayor Farrar noted that selling agricultural products directly to the public currently requires no permit, though this could become an issue in the future. He observed that some farmer's market vendors advertise licenses, while others do not.

Council Member Spendlove outlined HB 181, which allows the sale of homemade items if labeled as uninspected and sold directly to consumers, with exclusions for red meat and some poultry. He also mentioned temporary food permits for events, noting that a new license for kitchen-to-go setups remains unused.

Mayor Farrar added that no permit is needed for selling eggs under specific limits and that bake sale items should carry a home kitchen label. He clarified that town events, such as cook-offs, are non-business activities. He confirmed that an "Apple Valley business license" is required for local businesses to avoid confusion with licenses from other towns.

PUBLIC HEARING

1. Amend Title 7.10.060 Establishment Of Residential Fees And Billing (Paperless Billing Credit), Ordinance O-2024-72.

Mayor Farrar opened the hearing.

No public comments.

Mayor Farrar closed the hearing.

2. Amend Title 12.02 Building Codes, Ordinance O-2024-73.

Mayor Farrar opened the hearing.

No public comments.

Mayor Farrar closed the hearing.

3. Amend Title 5.04 Business Licenses Generally, Ordinance O-2024-76.

Mayor Farrar opened the hearing.

No public comments.

Mayor Farrar closed the hearing.

DISCUSSION AND ACTION

4. Ordinance O-2024-83, Granting An Electric Utility Franchise And General Utility Easement To Rocky Mountain Power.

Mayor Farrar explained that this routine renewal, required every 10 years, allows Rocky Mountain Power the necessary easements for servicing and building infrastructure. The original agreement was established in 2005 and probably renewed in 2015, now set for 2025.

MOTION: Council Member Taylor moved that we approve Ordinance O-2024-83, Granting An Electric Utility Franchise And General Utility Easement To Rocky Mountain Power.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a vote:

Council Member Prentice - Aye

Council Member Sair - Aye

Mayor Farrar - Aye

Council Member Spendlove - Aye

Council Member Taylor - Aye

The vote was unanimous and the motion carried.

MAYOR'S TOWN UPDATE

Mayor Farrar announced the Trunk or Treat event scheduled for October 31 at 7 p.m. at the town hall, encouraging residents to bring decorated cars and candy for children.

Mayor Farrar then expressed gratitude for the recent Founder's Day celebration, highlighting the parade, fire department breakfast, Unity Garden fundraiser, and volunteer efforts. He praised the Unity Garden's progress and community involvement, which has allowed him to support without direct management.

Mayor Farrar updated on the pipeline project, noting progress and cleanup work scheduled. Addressing water quality concerns, he explained the impact of high iron algae and construction issues, reassuring that efforts to flush the system would improve the situation.

Mayor Farrar also mentioned the order of a new generator for the town building, costing about \$5,600, with installation projected at \$1,500-\$2,000. He explained the need for a larger, reliable generator to ensure readiness for emergency situations. If no council objections arise, he will proceed without adding it to the next agenda.

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Council Member Sair updated on the installation of a 25-kilowatt diesel generator with a 500-gallon fuel tank, expected to provide water during outages once the new lines are operational. Mayor Farrar expressed gratitude, highlighting the generator's importance for emergency water access across town.

Council Member Taylor announced CERT program training available in Washington County, starting January 7, 2025, and noted efforts to bring training closer.

Council Member Spendlove clarified that cottage food permits and a micro-enterprise kitchen certification are available for home food producers, with the latter resembling a restaurant setup. She assured ongoing coordination with county health for compliance in community events like chili cook-offs.

DISCUSSION AND ACTION

5. Approval for the Big Plains Water Special Service District to deed parcel AV-1366-A-8-C back to the Town of Apple Valley for the establishment of a Cedar Point Fire Station.

Mayor Farrar introduced item five, proposing to deed parcel AV-1366-A-8-C from the Big Plains Water Special Service District back to the Town for a new fire station at Cedar Point. He emphasized the need to replace the current rented garage space. The mayor also clarified that the Town's fire protection score is five, countering any conflicting information from insurance companies. The parcel's former well is no longer active, and further discussion will occur at the water board meeting.

Council Member Prentice noted that Liberty Mutual has been able to provide home insurance despite recent challenges, while Mayor Farrar added that AAA has also helped some residents. He mentioned that similar issues have occurred in California. Council Member Spendlove explained that part of the problem is the town's zip code, which insurance companies associate with hurricane and fire risks. Mayor Farrar agreed and noted the potential benefits of obtaining a unique zip code for the town.

MOTION: Council Member Prentice motioned that we approve the change Big Plains Water Special Service District deed parcel AV-1366-A-8-C back to the Town of Apple Valley for the establishment of a Cedar Point Fire Station.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a vote:

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

The vote was unanimous and the motion carried.

6. Ordinance O-2024-72, Amend Title 7.10.060 Establishment Of Residential Fees And Billing (Paperless Billing Credit).

Mayor Farrar introduced ordinance O-2024-72 to amend Title 7.10.060, which establishes residential fees and billing. The amendment includes \$1.50 credit for opting into paperless billing.

MOTION: Council Member Taylor moved we approve Ordinance O-2024-72, Amend Title 7.10.060 Establishment Of Residential Fees And Billing (Paperless Billing Credit).

SECOND: The motion was seconded by Council Member Spendlove.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

7. Ordinance O-2024-73, Amend Title 12.02 Building Codes.

Mayor Farrar introduced ordinance O-2024-73 to standardize address signage for improved emergency response, aligning with existing building codes. The Fire Chief suggested pursuing grants to fund reflective address signs, which the fire department could install for better visibility. Council Member Spendlove raised mapping issues for new addresses, and the Chief acknowledged similar challenges, noting potential solutions. Mayor Farrar supported the ordinance, with implementation details to follow.

MOTION: Council Member Taylor moved that we approve Ordinance O-2024-73, Amend Title 12.02 Building Codes.

SECOND: The motion was seconded by Council Member Spendlove.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

8. Ordinance O-2024-76, Amend Title 5.04 Business Licenses Generally, Ordinance O-2024-76.

Mayor Farrar introduced ordinance O-2024-76, clarifying that all businesses must have an Apple Valley business license, regardless of address, to ensure clear enforcement.

MOTION: Council Member Spendlove motioned we approve O-2024-76, Amend Title 5.04 Business Licenses Generally, Ordinance O-2024-76.

Council Member Sair raised a question about business license requirements in Apple Valley. Mayor Farrar clarified that while certain business types (like contractors and mobile services) are exempt from local licensing due to state law, most businesses need an Apple Valley license. Mayor Farrar emphasized that no ordinances were changing; rather, the council was simply adding language to reduce confusion by explicitly

requiring an Apple Valley business license. Council Member Taylor and Spendlove agreed this would prevent future issues, with Spendlove sharing an example of how their business needed the license due to its address in Apple Valley.

SECOND: The motion was seconded by Council Member Prentice.

VOTE: Mayor Farrar called for a Roll Call vote:

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

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

9. Ordinance O-2024-71, Repeal Title 10.42 Controlled Growth Management Plan.

*Planning Commission recommended approval on October 16, 2024.

Mayor Farrar proposed repealing Ordinance O-2024-71, which limits building permits to manage growth. He explained that while the ordinance aimed to ease strain on infrastructure and the limited town staff, some developers opposed it, filing lawsuits. After consulting with the town attorney, Farrar concluded the legal battle was not worth pursuing, as other legal options—like contracting permit work or increasing permit fees for developers—could address growth issues effectively.

MOTION: Council Member Prentice motioned that we Repeal Title 10.42 Controlled Growth Management Plan, Ordinance O-2024-71 as recommended by the Planning Commission on October 16, 2024.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

10. Ordinance O-2024-74, Amend Title 10.10.020 A Agricultural Zone.

*Planning Commission recommended approval on October 16, 2024.

Mayor Farrar introduced Ordinance O-2024-74, approved by the Planning Commission, to clarify zoning rules for agricultural land. It specifies that if land designated AG-X is split into lots smaller than 40 acres, a zone change is required. This clarification aims to avoid future confusion, aligning with existing practices without altering regulations.

MOTION: Council Member Taylor moved that we approve Ordinance O-2024-74, Amend Title 10.10.020 A Agricultural Zone. Planning Commission recommendation approval on October 16, 2024.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

11. Ordinance O-2024-75, Amend Title 10.22.090 Unlawful Signs, Removal, And Indemnification.

*Planning Commission recommended approval on October 16, 2024.

Mayor Farrar introduced Ordinance O-2024-75 to amend the responsibility for removing unlawful signs from the Planning Commission to the code enforcement officer. Council Member Taylor suggested additional amendments to replace "Planning Commission" with "code enforcement" in other ordinance sections for consistency. After reviewing the ordinance, the council agreed that appeals related to sign violations should remain under the Planning Commission's authority.

MOTION: Council Member Taylor moved that we approve Ordinance O-2024-75, Amend Title 10.22.090 Unlawful Signs, Removal, And Indemnification. Planning Commission recommendation approval on October 16, 2024. I also add that in D paragraph D number one to remove "Planning Commission" and add "Code Enforcement Officer" and in paragraph E, remove "Planning Commission" and add "Code Enforcement Officer" and in paragraph E number four, remove "Planning Commission" and add "Code Enforcement Officer".

SECOND: The motion was seconded by Council Member Prentice.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

12. Resolution R-2024-37, Authorizing the Lease of Town-Owned Land to the Grassroots Garden Committee.

Mayor Farrar presented Resolution R-2024-37 to lease town land to the grassroots garden committee for a community garden, providing security for their investments. The five-year lease at \$1 per year aims to ensure continuity for the garden regardless of future leadership changes. Mayor Farrar also shared a plan to incorporate the garden as a focal point in the town's new community center, reflecting Apple Valley's rural character. 600 x 150

MOTION: Council Member Prentice motioned to pass Resolution R-2024-37, the Lease of Town-Owned Land to the Grassroots Garden Committee for \$1 a year for five years.

Before the vote, Mayor Farrar added that the property designated for the community garden measures 600 by 150 feet, clarifying it is a relatively small area.

SECOND: The motion was seconded by Council Member Taylor.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

13. Contract renewal annually with Civic Plus formerly Municode.

Mayor Farrar moved to renew the town's annual website contract with CivicPlus (formerly Municode) for \$2,186.63, noting a \$100 increase from last year, which he found reasonable. He also mentioned ongoing plans to make the site more user-friendly, with enhancements to improve accessibility and search functionality in progress.

MOTION: Council Member Taylor moved

SECOND: The motion was seconded by Council Member Prentice.

VOTE: Mayor Farrar called for a vote:

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

The vote was unanimous and the motion carried.

14. Attorney Engagement Scope.

*Tabled from September 25, 2024 Town Council Meeting.

Mayor Farrar introduced a draft engagement policy outlining the scope of interactions with the town attorney, aiming to minimize legal costs while maintaining necessary counsel. The policy designates the mayor as the primary contact for the town attorney but allows council members to request the attorney's presence at meetings. If the mayor declines a request, three or more council members can override the decision. The council discussed the cost-saving measures and agreed on this approach to manage attorney expenses.

MOTION: Council Member Taylor moved that we approve the Town Attorney Engagement Scope, to include a change on “if the Mayor denies the request three or more Council Members can override the Mayor’s decision”. This was tabled from September 25, 2024 Town Council Meeting.

Council Member Spendlove suggested giving the Planning Commission Chair more authority, allowing them to request the town attorney’s presence through the Town Council if the mayor denies it. Mayor Farrar agreed this could be incorporated. Council Member Sair inquired if the two-member request rule had a legal basis, to which Mayor Farrar explained that it’s an internal policy for managing attorney costs and setting a chain of command. Mayor Farrar noted that two council members could also override the mayor to place items on the agenda.

SECOND: The motion was seconded by Council Member Prentice.

VOTE: Mayor Farrar called for a vote:

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

The vote was unanimous and the motion carried.

15. Ordinance O-2024-77, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1354-NP-2-A. Applicant: The Little Creek Living Trust Dated April 28, 2024.

*Planning Commission recommended approval on October 2, 2024.

Mayor Farrar introduced ordinance O-2024-77 for a zone change on a five-acre parcel, owned by the Winder family and located near Coyote Rd, had prior approval from the Planning Commission. Mayor Farrar then called for a motion.

MOTION: Council Member Taylor motioned that we approve Ordinance O-2024-77, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1354-NP-2-A. Applicant: The Little Creek Living Trust Dated April 28, 2024. Planning Commission recommended approval on October 2, 2024.

SECOND: The motion was seconded by Council Member Spendlove.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

16. Ordinance O-2024-78, Zone Change Application from Open Space Transition and Agricultural (A-40) to A-X Agricultural Zone for parcels: AV-1350-A, AV-1344, AV-1351-A-1. Applicant: Sup I, II, III, LLC.

*Planning Commission recommended approval on October 2, 2024.

Mayor Farrar introduced ordinance O-2024-78 for a zone change to "Agricultural" for parcels totaling 1,492 acres by Sup I, II, III, LLC, north of the highway and east of Main Street. Brief comments followed before Mayor Farrar called for a motion.

MOTION: Council Member Taylor moved that we approve Ordinance O-2024-78, Zone Change Application from Open Space Transition and Agricultural (A-40) to A-X Agricultural Zone for parcels: AV-1350-A, AV-1344, AV-1351-A-1. Applicant: Sup I, II, III, LLC. Planning Commission recommended approval on October 2, 2024.

SECOND: The motion was seconded by Council Member Spendlove.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

17. Ordinance O-2024-79, Zone Change Application from Planned Development to A-X Agricultural Zone for parcel: AV-JHLS-1. Applicant: Darcy Anne Pauken.

*Planning Commission recommended approval on October 2, 2024.

Mayor Farrar introduced ordinance O-2024-79 for a zone change from "Planned Development" to "A-X Agricultural Zone" for a five-acre parcel near Bubbling Wells, with Planning Commission approval on October 2, 2024.

MOTION: Council Member Taylor moved that we approve Ordinance O-2024-79, Zone Change Application from Planned Development to A-X Agricultural Zone for parcel: AV-JHLS-1. Applicant: Darcy Anne Pauken. Planning Commission recommended approval on October 2, 2024.

SECOND: The motion was seconded by Council Member Spendlove.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

18. Ordinance O-2024-80, Zone Change Application from Rural Estates 20 Acres to A-X Agricultural Zone for parcel: AV-1376-F. Applicant: Barbara and Steven Hayden TRS.

*Planning Commission recommended approval on October 2, 2024.

Mayor Farrar introduced ordinance O-2024-80 for a zone change to "A-X Agricultural Zone" for parcel AV-1376-F with Planning Commission approval on October 2, 2024.

MOTION: Council Member Prentice motioned that we accept Ordinance O-2024-80, Zone Change Application from Rural Estates 20 Acres to A-X Agricultural Zone for parcel: AV-1376-F. Applicant: Barbara and Steven Hayden TRS. Planning Commission recommended approval on October 2, 2024.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

19. Ordinance O-2024-81, Zone Change Application from Rural Estates 20 Acres to A-X Agricultural Zone for parcel: AV-1376-E. Applicant: Paul and Kathleen Hansen TRS.

*Planning Commission recommended approval on October 2, 2024.

Mayor Farrar introduced ordinance O-2024-81 for a zone change to "Agricultural" for parcel AV-1376-E, located off Desert Drive, south of the highway.

MOTION: Council Member Spendlove motioned that we approve Ordinance O-2024-81, Zone Change Application from Rural Estates 20 Acres to A-X Agricultural Zone for parcel: AV-1376-E. Applicant: Paul and Kathleen Hansen TRS. Planning Commission recommended approval on October 2, 2024.

SECOND: The motion was seconded by Council Member Taylor.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

20. Ordinance O-2024-82, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1372-C. Applicant: Richard and Brittany Fischer.

*Planning Commission recommended approval on October 2, 2024.

Mayor Farrar introduced ordinance O-2024-82 for a zone change to "A-X Agricultural Zone" for 22-acre parcel, located off Coyote Road and Desert Drive, with Planning Commission approval on October 2, 2024.

MOTION: Council Member Prentice motioned that we pass Ordinance O-2024-82, Zone Change Application from Open Space Transition to A-X Agricultural Zone parcel: AV-1372-C. Applicant: Richard and Brittany Fischer, approve by the Planning Commission on October 2, 2024.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

CONSENT AGENDA

21. Disbursement Listing for September 2024.
22. Budget Report for Fiscal Year 2025 through September 2024.
23. Minutes: September 12, 2024 - Special Town Council Work Meeting.
24. Minutes: September 25, 2024 - Town Council Meeting.

Mayor Farrar introduced the consent agenda, which included the disbursement listing for September 2024, the budget report for fiscal year 2025 through September 2024, and minutes from September 12 and 25, 2024. A prior data entry issue affecting revenue figures had been corrected, and all items were ready for a single motion.

MOTION: Council Member Taylor moved that we approve the Consent Agenda, 21. Disbursement Listing for September 2024, 22. Budget Report for Fiscal Year 2025 through September 2024, number 23. Minutes: September 12, 2024 - Special Town Council Work Meeting, number 24. Minutes: September 25, 2024 - Town Council Meeting.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a vote:

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

The vote was unanimous and the motion carried.

MAYOR'S TOWN UPDATE

25. Lot Split Application_AV-1365-O_Jonathan J George.

Mayor Farrar introduced a lot split application for parcel AV-1365-O, dividing one lot into three. This was the second phase of an already approved split, with road access managed to avoid new public roads. No vote was required.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

No request.

ADJOURNMENT

MOTION: Council Member Prentice motioned to adjourn.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a vote:

Council Member Prentice - Aye

Council Member Sair - Aye

Mayor Farrar - Aye

Council Member Spendlove - Aye

Council Member Taylor - Aye

The vote was unanimous and the motion carried.

The meeting was adjourned at 7:05 p.m.

Date Approved: _____

Approved BY: _____

Mayor | Michael L. Farrar

Attest BY: _____

Town Clerk/Recorder | Jenna Vizcardo

TOWN OF APPLE VALLEY – EVENTS COMMITTEE

October 8, 2024, 4 p.m. at the Town Hall

Regular Meeting Minutes

1. The meeting was called to order at 4 p.m.
2. Roll Call: Linda Noyes, Dianne Hope, Rae Robertson, Lisa Farr, Delilah Russon, Shay Russonn.
3. No declarations of conflict of interests.
4. Committee Member updates:
 - Auralee Thompson has resigned
 - Rae will not be in attendance at the November 12th meeting
 - Maree and Lisa will not be in attendance at the Founder's Day events
5. Founder's Day Parade line-up
 - Richard Kopp will be drive Chief Louie
 - Fire Engine driven by Chief Gross
 - Bradley Farrar will drive Mayor Farrar
 - Any other entries after the Mayor
 - 3-4 side-by-sides or Jeeps
 - Animal entries
 - Fire Engine at the end
6. Silent Auction Items
 - Cutting Board
 - Boots
 - Jewelry
 - Essential Oils
 - Bitter Bean

Linda will provide a basket, slips of paper and a pen for each item.
7. Breakfast
 - Fire department needs help setting up and cleaning up.
 - Set up time – 7 am. Linda and Rae will do the set up.
 - Clean up will be Delilah, Shay and Dianne
8. Lisa will pick up Founder's Day flyers from Jenna and attach to mailbox stations: Bubbling Wells, AV Proper, AV Storage, Cedar Point, Canaan Way, Chevron, Bitter Bean
9. Trunk or Treat
 - Start time – 7pm
 - Delilah will make the flyer. Lisa will put them up.
 - Linda will look at the Dollar Store for big prize ribbon for the best decorated. She will ask Patty and Mark to help.
10. Next Events Committee meeting will be November 12, 2024 at 4 pm
11. Linda adjourned the meeting at 5:00 p.m.

Date approved: _____

Michael Farrar, Mayor

ATTEST BY: _____
Jenna Vizcardo, Recorder

DRAFT

**Town of Apple Valley
Disbursement Listing
SBSU Operating - 10/01/2024 to 10/31/2024**

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Google LLC	G10012024	10/01/2024	\$304.80			Purchasing
Chase Paymentech	C10022024	10/02/2024	\$564.13			Purchasing
Hermansen's Equipment	HE10022024	10/02/2024	\$220.07			Purchasing
Superior Technical Solutions LLC	STS10022024	10/02/2024	\$653.00			Purchasing
Payroll	1003241200	10/03/2024	\$151.45			Paycheck
Little Creek Station	5946	10/03/2024	\$15.95			Purchasing
PCS Communications	5947	10/03/2024	\$949.00			Purchasing
Revco Leasing	5948	10/03/2024	\$302.51			Purchasing
State of Utah-Dept of Commerce	5949	10/03/2024	\$8.74			Purchasing
Sunrise Engineering Inc.	5950	10/03/2024	\$1,053.00			Purchasing
Town of Apple Valley	5951	10/03/2024	\$1,356.15			Purchasing
Washington County Sheriff's Office	5952	10/03/2024	\$3,750.00			Purchasing
Amazon Capital Services	5953	10/03/2024	\$396.58			Purchasing
Kapke, Lee David	ACH.10032412	10/03/2024		10/03/2024	\$151.45	Purchasing
Kapke, Lee David	x999	10/03/2024		10/03/2024	(\$151.45)	Purchasing
Payroll	1004241200	10/04/2024	\$9,465.89			Paycheck
Fralish, Lee W	5945	10/04/2024	\$46.17			Paycheck
Internal Revenue Service	EFTPS1004202	10/04/2024	\$1,801.92			Payroll
Home Depot	HD10042024	10/04/2024	\$83.80			Purchasing
Utah Retirement Systems	URS10042024	10/04/2024	\$1,265.92			Payroll
South Central Communications	5954	10/07/2024	\$452.69			Purchasing
Vizcardo, Jenna	5955	10/07/2024	\$31.50			Purchasing
Internal Revenue Service	EFTPSAdj	10/07/2024	\$0.00			Payroll
XPress Bill Pay	XBP10072024	10/07/2024	\$336.43			Purchasing
Big Plains Water SSD	5956	10/08/2024	\$58,406.96			Purchasing
Utah State Tax Commission	5956	10/08/2024	\$1,889.88			Payroll
Buck's Ace Hardware	5957	10/08/2024	\$12.99			Purchasing
H&K Hoole & King L.C. Law Offices	5958	10/08/2024	\$8,813.00			Purchasing
Shums Coda	5959	10/08/2024	\$1,177.50			Purchasing
Department of Workforce Services	DWS100824	10/08/2024	\$930.58			Purchasing
OpenAI ChatGPT	CGPT10092024	10/09/2024	\$638.70			Purchasing
Tax1099.com	T10092024	10/09/2024	\$9.98			Purchasing
James R Weeks	5960	10/10/2024	\$162.50			Purchasing
Farrar, CPA	5961	10/10/2024	\$562.50			Purchasing
USPS	USPS10112024	10/11/2024	\$311.36			Purchasing
Basic American Supply	BAS10152024	10/15/2024	\$19.88			Purchasing
Rocky Mountain Power	RMP10152024	10/15/2024	\$369.89			Purchasing
Washington County Solid Waste	5967	10/16/2024	\$5,273.15			Purchasing
Payroll	1018241200	10/18/2024	\$9,637.02			Paycheck
Blake, Danny	5962	10/18/2024	\$18.47			Paycheck
Fralish, Lee W	5963	10/18/2024	\$46.17			Paycheck
Hammon, Brigham	5964	10/18/2024	\$110.82			Paycheck
Mortensen, David	5965	10/18/2024	\$36.94			Paycheck
Robertson, Robert Allen	5966	10/18/2024	\$96.97			Paycheck
Internal Revenue Service	EFTPS1018202	10/18/2024	\$1,836.94			Payroll
Utah Retirement Systems	URS10182024	10/18/2024	\$1,251.47			Payroll
Lin's Marketplace	Z10182024	10/18/2024	\$79.80			Purchasing
Returned/NSF Payment		10/21/2024	\$0.00			Returned/NSF Pay
Returned/NSF Payment		10/21/2024	\$217.17			Returned/NSF Pay
Ticker Car Wash-Hildale	TCW10212024	10/21/2024		10/21/2024	\$7.48	Purchasing
Zoom Video Communications Inc.	Z10212024	10/21/2024	\$15.99			Purchasing
Arizona Strip Landfill Corporation	5968	10/22/2024	\$100.00			Purchasing
Birch Systems Inc.	5969	10/22/2024	\$830.00			Purchasing
Scholzen Products	5970	10/22/2024	\$189.70			Purchasing
Jenkins Oil Company Inc.	5971	10/22/2024	\$1,280.27			Purchasing
Henry Schein	5972	10/22/2024	\$98.19			Purchasing
Northern Engineering	5973	10/22/2024	\$350.00			Purchasing
Northrock	5974	10/22/2024	\$910.00			Purchasing
Town of Colorado City	5975	10/22/2024	\$1,164.00			Purchasing
Walmart	W10232024	10/23/2024	\$15.95			Purchasing
CivicPlus LLC	5976	10/29/2024	\$2,186.63			Purchasing
Sunrise Engineering Inc.	5979	10/30/2024	\$567.00			Purchasing
			\$122,828.07		\$7.48	

Town of Apple Valley
Disbursement Listing
SBSU Fire - 10/01/2024 to 10/31/2024

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Walmart	W1072024	10/07/2024	\$43.30			Purchasing
Alpine Home Medical	AMS10102024	10/10/2024	\$83.70			Purchasing
Ticker Car Wash-Hildale	TCW10212024	10/21/2024	\$7.48			Purchasing
			\$134.48		\$0.00	

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Revenue:					
Taxes					
3110 General Property Taxes-Current	4,007.56	4,612.71	11,418.33	160,000.00	7.14%
3130 General Sales and Use Taxes	34,364.80	16,476.54	69,068.71	175,000.00	39.47%
3140 Energy and Communication Taxes	11,148.22	4,363.34	19,204.20	40,000.00	48.01%
3150 RAP Tax	3,150.61	1,602.77	5,215.10	18,000.00	28.97%
3160 Transient Taxes	3,567.74	1,896.90	8,749.26	18,000.00	48.61%
3180 Fuel Tax Refund	3.08	0.00	0.00	0.00	0.00%
3190 Highway/Transit Tax	3,863.86	1,532.04	6,585.91	17,100.00	38.51%
Total Taxes	60,105.87	30,484.30	120,241.51	428,100.00	28.09%
Licenses and permits					
3210 Business Licenses	1,200.00	2,150.00	4,550.00	10,500.00	43.33%
3221 Building Permits-Fee	16,891.63	8,797.90	10,575.41	45,000.00	23.50%
3222 Building Permits-Non Surcharge	2,571.24	2,658.34	3,071.47	7,750.00	39.63%
3224 Building Permits Surcharge	22.52	22.24	23.78	450.00	5.28%
3225 Animal Licenses	110.00	20.00	60.00	800.00	7.50%
Total Licenses and permits	20,795.39	13,648.48	18,280.66	64,500.00	28.34%
Intergovernmental revenue					
3356 Class "C" Road Allotment	42,791.27	24,522.54	45,707.86	112,000.00	40.81%
3358 Liquor Control Profits	0.00	0.00	0.00	1,100.00	0.00%
Total Intergovernmental revenue	42,791.27	24,522.54	45,707.86	113,100.00	40.41%
Charges for services					
3230 Special Event Permit	150.00	0.00	3,146.50	1,000.00	314.65%
3410 Clerical Services	80.54	1.00	47.50	400.00	11.88%
3416 Other Interdepartmental Charges	5,622.16	5,000.00	15,000.00	60,000.00	25.00%
3431 Zoning and Subdivision Fees	10,660.00	0.00	4,000.00	20,000.00	20.00%
3440 Solid Waste	20,167.69	5,314.95	21,176.10	61,000.00	34.71%
3440.5 Paperless Bill Credit	0.00	(322.50)	(322.50)	0.00	0.00%
3441 Storm Drainage	16,605.93	4,241.14	16,890.33	49,000.00	34.47%
3461 GRAMA Requests	115.00	0.00	0.00	100.00	0.00%
3470 Park and Recreation Fees	0.00	0.00	0.00	100.00	0.00%
3481 Sale of Cemetery Lots	300.00	0.00	0.00	0.00	0.00%
3482 Cemetery Perpetual Care	300.00	0.00	0.00	0.00	0.00%
3615 Late Charges/Other Fees	627.24	62.08	712.71	1,000.00	71.27%
Total Charges for services	54,628.56	14,296.67	60,650.64	192,600.00	31.49%
Fines and forfeitures					
3510 Fines	1,185.15	1,109.66	2,397.89	5,000.00	47.96%
Total Fines and forfeitures	1,185.15	1,109.66	2,397.89	5,000.00	47.96%
Interest					
3610 Interest Earnings	14,923.51	4,891.41	20,847.12	42,200.00	49.40%
Total Interest	14,923.51	4,891.41	20,847.12	42,200.00	49.40%
Miscellaneous revenue					
3640 Sale of Capital Assets	7,500.00	0.00	0.00	0.00	0.00%
3690 Sundry Revenue	2,672.63	1,680.27	3,234.37	5,000.00	64.69%
3692 Fire Department Fundraisers/Donations	90.00	0.00	0.00	0.00	0.00%
3801.1 Impact fees - Fire	21,528.00	1,688.00	1,688.00	6,800.00	24.82%
3801.3 Impact fees - Roadways	73,520.00	5,320.00	5,320.00	24,600.00	21.63%
3801.6 Impact fees - Storm Water	22,725.79	15,814.14	15,814.14	31,000.00	51.01%
3801.7 Impact fees - Parks, Trails, OS	17,570.00	1,450.00	1,450.00	6,600.00	21.97%
Total Miscellaneous revenue	145,606.42	25,952.41	27,506.51	74,000.00	37.17%
Total Revenue:	340,036.17	114,905.47	295,632.19	919,500.00	32.15%
Expenditures:					
General government					
Council					
4111.110 Council/PC Salaries and Wages	7,175.00	875.00	3,279.99	13,000.00	25.23%
4111.130 Council/PC Employee benefits	593.27	259.13	442.77	1,000.00	44.28%
4111.210 Council/PC Travel Reimbursement	0.00	0.00	0.00	1,000.00	0.00%
4111.220 Council/PC Training	0.00	0.00	0.00	1,000.00	0.00%
Total Council	7,768.27	1,134.13	3,722.76	16,000.00	23.27%
Administrative					
4141.110 Admin Salaries and Wages	34,270.19	8,582.64	39,373.42	99,000.00	39.77%

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4141.130 Admin Employee Benefits	4,413.58	1,432.53	6,195.02	17,100.00	36.23%
4141.140 Admin Employee Retirement - GASB 68	1,469.99	919.61	4,162.65	7,000.00	59.47%
4141.210 Admin Dues, Subs & Memberships	2,611.90	2,186.63	5,893.59	8,000.00	73.67%
4141.220 Admin Public Notices	0.00	0.00	0.00	100.00	0.00%
4141.230 Admin Training	0.00	0.00	325.00	1,000.00	32.50%
4141.240 Admin Office/Administrative Expense	3,898.55	2,263.67	4,701.86	8,000.00	58.77%
4141.250 Admin Equipment Expenses	5,659.12	1,371.93	6,409.18	10,000.00	64.09%
4141.260 Admin Building & Ground Maintenance	4,689.70	109.26	978.42	4,500.00	21.74%
4141.270 Admin Utilities	1,241.15	1,726.04	8,135.65	7,600.00	107.05%
4141.280 Admin Telephone and Internet	1,769.89	452.69	1,805.35	8,100.00	22.29%
4141.290 Admin Postage	1,065.65	311.36	895.36	3,700.00	24.20%
4141.320 Admin Engineering Fees	2,567.50	(364.50)	607.50	3,500.00	17.36%
4141.330 Admin Legal Fees	14,168.75	9,700.50	14,540.50	50,000.00	29.08%
4141.340 Admin Accounting & Auditing	5,493.75	562.50	3,375.00	20,000.00	16.88%
4141.350 Admin Building/Zoning/Planning Fees	10,521.25	1,264.30	9,828.05	30,000.00	32.76%
4141.390 Admin Bank Service Charges	0.00	0.00	65.00	200.00	32.50%
4141.410 Admin Insurance	12,703.16	0.00	14,772.81	16,000.00	92.33%
4141.490 Admin Travel Reimbursements	246.28	81.54	1,368.04	1,500.00	91.20%
4141.500 Admin Weed Abatement	508.00	0.00	0.00	1,500.00	0.00%
4141.610 Bad Debt Expense	0.00	0.00	(20.00)	250.00	-8.00%
4141.740 Admin Capital Outlay	1,860.19	0.00	0.00	0.00	0.00%
4170 Elections	1,296.00	0.00	0.00	1,500.00	0.00%
Total Administrative	110,454.60	30,600.70	123,412.40	298,550.00	41.34%
Total General government	118,222.87	31,734.83	127,135.16	314,550.00	40.42%
Public safety					
Police					
4210.110 Police Salaries & Wages/Contract	3,750.00	3,750.00	3,750.00	15,000.00	25.00%
4253.250 Animal Control Supplies	0.00	0.00	0.00	100.00	0.00%
Total Police	3,750.00	3,750.00	3,750.00	15,100.00	24.83%
Fire					
4220.110 Fire Salaries & Wages	17,474.96	5,588.83	22,235.71	67,200.00	33.09%
4220.130 Fire Employee Benefits	1,450.53	536.42	1,809.88	5,600.00	32.32%
4220.135 Fire Employee Retirement - GASB 68	2,849.22	795.82	3,607.15	8,100.00	44.53%
4220.150 Fire Contract Expense	0.00	1,164.00	2,328.00	8,000.00	29.10%
4220.210 Fire Dues, Subscriptions & Memberships	0.00	0.00	285.00	1,200.00	23.75%
4220.230 Fire Travel, Mileage & Cell	200.00	394.11	528.99	600.00	88.17%
4220.240 Fire Office & Other Expenses	447.78	965.00	1,217.59	500.00	243.52%
4220.250 Fire Equipment Maintenance & Repairs	1,517.35	1,594.46	2,981.47	11,000.00	27.10%
4220.255 Fire Improvements	0.00	350.00	1,260.00	0.00	0.00%
4220.260 Fire Rent Expense	0.00	0.00	0.00	6,000.00	0.00%
4220.360 Fire Training	150.00	0.00	556.33	2,100.00	26.49%
4220.450 Fire Small Equip/Supplies	12,026.83	0.00	2,996.82	15,000.00	19.98%
4220.455 EMS Medical Supplies	0.00	387.34	1,044.51	0.00	0.00%
4220.460 Fire Supplies-Fundraisers	130.59	0.00	0.00	500.00	0.00%
4220.465 Fire Gear	31.99	0.00	0.00	23,000.00	0.00%
4220.480 Fire Mitigation MOU Expenditures	0.00	0.00	0.00	15,000.00	0.00%
4220.560 Fire Equipment Fuel	3,900.21	303.26	1,244.50	4,000.00	31.11%
Total Fire	40,179.46	12,079.24	42,095.95	167,800.00	25.09%
Total Public safety	43,929.46	15,829.24	45,845.95	182,900.00	25.07%
Highways and public improvements					
Highways					
4410.110 Road Wages and Contract Labor	763.20	0.00	984.00	15,200.00	6.47%
4410.130 Road Employee Benefits	59.10	0.00	75.29	200.00	37.65%
4410.275 Road Improvements	0.00	0.00	850.00	0.00	0.00%
4410.450 Road Department Supplies	6,104.65	0.00	0.00	30,000.00	0.00%
4410.560 Road Equipment Fuel	1,421.61	0.00	0.00	2,000.00	0.00%
4410.810 Road Principal	35,000.00	0.00	36,000.00	36,000.00	100.00%
4410.820 Road Interest	28,121.65	0.00	27,243.41	27,275.00	99.88%
4415.110 Public Works Wages and Contract Labor	16,956.93	4,858.00	20,822.00	30,300.00	68.72%
4415.130 Public Works Employee Benefits	1,465.80	691.63	1,912.87	0.00	0.00%
4415.140 Public Works Employee Retirement - GASB 68	1,545.53	0.00	0.00	0.00	0.00%
4415.450 Public Works Supplies	9,230.40	154.88	2,760.87	6,000.00	46.01%
4415.550 Public Works Equipment Maintenance	7,623.31	220.07	3,548.41	3,000.00	118.28%
4415.560 Public Works Equipment Fuel	1,702.24	130.49	1,197.45	2,000.00	59.87%

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4415.570 Public Works Travel, Mileage, Cell	673.17	0.00	0.00	500.00	0.00%
4415.610 Public Works Storm Drainage	666.55	0.00	0.00	2,000.00	0.00%
4415.615 Storm Drainage Improvements	1,147.14	0.00	2,432.00	0.00	0.00%
4415.740 Public Works Capital Outlay	17.37	0.00	13,000.00	0.00	0.00%
Total Highways	112,498.65	6,055.07	110,826.30	154,475.00	71.74%
Sanitation					
4420.460 Solid Waste Service	15,200.21	100.00	22,057.70	60,000.00	36.76%
Total Sanitation	15,200.21	100.00	22,057.70	60,000.00	36.76%
Total Highways and public improvements	127,698.86	6,155.07	132,884.00	214,475.00	61.96%
Parks, recreation, and public property					
Parks					
4540.110 Park/Rec Wages and Contract Labor	1,698.82	209.00	1,441.00	2,000.00	72.05%
4540.130 Park/Rec Employee Benefits	130.77	15.99	110.26	0.00	0.00%
4540.250 Park/Rec Department Expenses	187.78	205.65	514.72	1,000.00	51.47%
4540.460 Park/Rec Community Events Supplies	1,450.12	53.79	25.93	4,000.00	0.65%
Total Parks	3,467.49	484.43	2,091.91	7,000.00	29.88%
Cemetery					
4590.470 Cemetery Capital Outlay	148.85	0.00	0.00	0.00	0.00%
Total Cemetery	148.85	0.00	0.00	0.00	0.00%
Total Parks, recreation, and public property	3,616.34	484.43	2,091.91	7,000.00	29.88%
Transfers					
4804 Transfer to Fund Balance	0.00	0.00	0.00	131,575.00	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%
Total Transfers	0.00	0.00	0.00	200,575.00	0.00%
Total Expenditures:	293,467.53	54,203.57	307,957.02	919,500.00	33.49%
Total Change In Net Position	46,568.64	60,701.90	(12,324.83)	0.00	0.00%

Town of Apple Valley
Operational Budget Report
41 Capital Projects Fund - 07/01/2024 to 10/31/2024
33.33% of the fiscal year has expired

	<u>Prior YTD</u>	<u>Current Period</u>	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
Change In Net Position					
Expenditures:					
General government					
Administrative					
4141.740 Capital Outlay Expenses	13,726.37	5,622.30	50,622.30	0.00	0.00%
Total Administrative	<u>13,726.37</u>	<u>5,622.30</u>	<u>50,622.30</u>	<u>0.00</u>	<u>0.00%</u>
Total General government	<u>13,726.37</u>	<u>5,622.30</u>	<u>50,622.30</u>	<u>0.00</u>	<u>0.00%</u>
Parks, recreation, and public property					
Cemetery					
4590.470 Cemetery Capital Outlay	376.41	0.00	0.00	0.00	0.00%
Total Cemetery	<u>376.41</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Parks, recreation, and public property	<u>376.41</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Expenditures:	<u>14,102.78</u>	<u>5,622.30</u>	<u>50,622.30</u>	<u>0.00</u>	<u>0.00%</u>
Total Change In Net Position	<u>(14,102.78)</u>	<u>(5,622.30)</u>	<u>(50,622.30)</u>	<u>0.00</u>	<u>0.00%</u>