



**BIG PLAINS WATER AND SEWER SPECIAL SERVICE
DISTRICT MEETING
BOARD OF DIRECTORS, REGULAR MEETING
1777 N Meadowlark Dr, Apple Valley
Thursday, February 17, 2022 at 6:30 PM**

AGENDA

Notice is given that a meeting of the Water District of the Town of Apple Valley will be held on **Thursday, February 17, 2022**, commencing at **6:30 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Chairperson | Andy McGinnis

Board Members | Mason Walters | Kevin Sair | Robin Whitmore | Barratt Nielson | Harold Merritt | Ross Gregerson

Pursuant to the Executive Order issued by Governor Gary Herbert on March 18, 2020 regarding Electronic Public Meetings, 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/89192923252>

if the meeting requests a password use 1234

To call into meeting, dial (253) 215 8782 and use Meeting ID 891 9292 3252

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

APPROVAL OF MINUTES

FINANCIAL REPORT

WATER SUPERINTENDENT REPORT – Dale Harris

DISCUSSION AND POSSIBLE ACTION

1. DISCUSSION AND POSSIBLE ACTION AMENDING SECTION 1.41 THROUGH 1.4.6 OF POLICY AND PROCEDURES
2. DISCUSSION AND POSSIBLE ACTION ACCEPTING TOWNS JOINT RESOLUTION WITH ASH CREEK SSD ASSUMING ADMINISTRATION AND CONTROL OF WASTE WATER/SEWER SERVICES FOR THE TOWN OF APPLE VALLEY
3. DISCUSSION AND POSSIBLE ACTION ACCEPTING RUESCH AND REEVE UPDATED FEE AGREEMENT FOR LEGAL SERVICES
4. Application for Mike Farrar to appear before the Board for 8 homes.

ENGINEERING

POLICIES / PROCEDURES

REQUEST FOR A CLOSED SESSION

ADJOURNMENT

CERTIFICATE OF POSTING: I, Jenna Vizcardo, as duly appointed Clerk 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 on 2/10/22 and updated on 2/16/22.

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

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

or lease. Proof may be demonstrated by a deed or lease for the property involved, or by such other evidence as the District may deem sufficient.

- 1.2.2 If the new applicant is a renter or lessee, the property owner must also sign a Water Application and Agreement. The property owner must return the Water Application and Agreement within five (5) days after the renter or Lessee has signed an agreement, if a local resident. Out of town property owners must return the application within ten (10) days. If the property owner does not return the application within the specified number of days, water service shall be terminated at the service address until the application is received. Payment of the bill shall be the responsibility of the property owner. If requested by the property owner, a copy of the bill will be mailed to the renter or Lessee.

1.2.2.1 If the renter or lessee operates a business on the property, the renter or lessee shall remit a refundable deposit, the amount of which shall be established from time to time by the Board of Trustees.

1.3 TEMPORARY RETAIL CONNECTIONS

- 1.3.1 Applicants for a connection to provide water on a temporary basis (for purposes such as construction) shall sign a Temporary Water Use Agreement which shall include the information, terms and conditions included in the regular Water Application and Agreement and also the estimated amount of water usage. The applicant shall also pay a connection fee which shall consist of the estimated charge for actual services rendered and non-recoverable materials used in making the connection, plus a reasonable service charge for the processing of the application.
- 1.3.2 Upon approval of the application, payment of the required fees and installation of the service connections by the District, the applicant may connect into the District's system through the service connection provided. The connection shall be made according to requirements and terms which the District may consider appropriate to monitor the safety, health and integrity of its water and its facilities. The water provided shall be used only for the purpose outlined in the application; use in any other manner may constitute grounds for cancellation of service.
- 1.3.3 All damage to the service connection, meter and excess water usage shall be billed to the applicant and payable upon the terms and conditions of the Water Application and Agreement.
- 1.3.4 The water rates for temporary retail service shall be the District's retail rate plus ten percent. In addition, the applicant shall pay a \$25.00 connection fee.

1.4 PROCEDURES FOR OBTAINING WATER AND SEWER SERVICE FOR DEVELOPMENT PROJECTS

- 1.4.1 ~~Developer will provide District Engineer with an electronic or reproducible of the preliminary plat or site plan which shall include the following data:~~ Prior to zone change or preliminary plat:
- 1.4.1.1 ~~Lot location and dimensions, including existing and proposed contours.~~ The developer will meet with the Water Superintendent to discuss available services. If none are available, options to obtain services will be discussed.
- 1.4.1.2 ~~Location of existing utilities: gas, electric, telephone, storm drains, sewer and water lines.~~ A letter with results will be given to the developer to

provide to the Town of Apple Valley Planning and Zoning Board.

- ~~1.4.1.3 Location of proposed buildings, including all floor elevations and preliminary plumbing plans of buildings.~~
- ~~1.4.1.4 Location of other proposed improvements and of proposed utilities.~~
- ~~1.4.1.5 Vertical dimensions related to a bench mark or adjacent to the project, and to USGS datum.~~
- ~~1.4.1.6 Deposit with the District the fee for preliminary engineering.~~
- 1.4.2 District Engineer will prepare a preliminary design of water and sewer system extensions and a service availability report for review by the District. Prepares construction cost estimates, schedule of easement document preparation fees, schedule of engineering fees, schedule of construction deposits and the Water and Sewer Extension Agreements. Following approval of the preliminary plat:
 - 1.4.2.1 The Developer's engineer will provide proposed construction plans as per District Design Standard to the Apple Valley Joint Utilities Commission (JUC) committee, to a District representative.
 - 1.4.2.2 The District Engineer will then review, redline and return plans at the next JUC meeting to the developers. The developers engineer will make the requested corrections on the Master set of construction plans.
 - 1.4.2.3 The Developer will provide a set of the final completed master construction plans for a final review by the District Engineer or District Staff.
 - 1.4.2.4 If plans are approved, the District representative will sign-off on the master set of construction plans.
- 1.4.3 District Board will approve preliminary design and services availability report. Notifies the Board of Health and the Developer that the District will supply sanitary sewer and water service to the project or notifies the developer that such services is not available. A Pre-Construction meeting will then be held by the Apple Valley Public Works Director, and if bonding is needed and in place, work will be cleared to start by him. The contractor may then start construction and arrange all required inspections with the District as construction proceeds and finishes.
- 1.4.4 District Board will notify Developer of the amount of Engineering fees, based upon 8% of the Districts Engineer's Construction Cost Estimate, and the Amount of the deposits for manholes, valves, fire hydrants and compaction tests, and transmits 3 copies of the Water and Sewer Extension Agreement form to the Developer. Upon completion of the work, the contractor shall provide the District with as-built plans, both in print and in electronic format, and proof of all soils testing that was completed during construction.
- 1.4.5 Developer signs all three (3) copies of the Sewer and Water Extension Agreement and forwards these copies, along with a check payable to the District for the Engineering Fees (less applicable fees for preliminary engineering) and the Construction Deposits for Manholes, valves, fire hydrants and compaction tests, to the District. Upon completion, the Developer is to provide a one (1) year warranty and a warranty bond of 10% of the construction cost, or pay the bond amount to the District. The bond amount will then be released back to the Developer after the one year warranty period is over and the any needed warranty repairs have been made.

- 1.4.6 District Manager transmits one executed copy of the Water and Sewer Extension Agreement to the Developer and one copy to the District Engineer. All District engineering review fees and all inspection fees are to be paid by the developer.
- ~~1.4.7 Developer provides District Engineer with an electronic or reproduction of the final approved plat or site plan.~~
- ~~1.4.8 District Engineer prepares final Drawings, Specifications, and Bid Schedules for sewer and water extensions.~~
- ~~1.4.9 Developer stakes all front lot corners (and back lot corners, if required) in subdivisions, and building corners and site boundaries in planned unit developments, apartments, churches, condominiums, and/or government or commercial developments, prior to notifying District Engineer of the need for staking of the sewer and water mains.~~
- ~~1.4.10 Developer receives bids and awards the Contract to a Contractor qualified by the District to do work in the District, and provides the following to the District:~~
- ~~_____ 1.4.10.1 A copy of the developer's agreement with the contractor.~~
 - ~~_____ 1.4.10.2 A copy of the contractor's license and insurance policy indicating the _____ SSD is covered as "additional Insured" on the policy~~
 - ~~_____ 1.4.10.3 A copy of an encroachment and maintenance surety bond. The amount _____ and duration of such bonds shall be determined by the District _____ Engineer based on the scope and exposure of the policy.~~
 - ~~_____ 1.4.10.4 Easements for all district-owned sewer and water lines not located in _____ dedicated roads or Utah Department of Transportation right of ways.~~
- ~~1.4.11 District Engineer reviews Easement legal descriptions, provided by Developer, for general accuracy, and edits working, as deemed necessary, to assist in making the intent clear. Forwards these descriptions, together with a sketch showing the area being described, as well as transmittal cover sheet, to the District.~~
- ~~1.4.12 Developer reviews plans and specifications and reconciles any problems with District Engineer. Requests scheduling with District Engineer for preconstruction meeting.~~
- ~~1.4.13 District Manager holds pre-construction meeting with District to establish construction schedules and establish lines of responsibility and Inspector communication for successfully conducting and inspecting the work.~~
- ~~1.4.14 District Engineer stakes sewer and water mains upon developer's readiness and upon receipt of at least 72 hours' notice to do so from the Developer.~~
- ~~1.4.15 District Engineer provides the District Inspector and the Contractor with cut sheets for sewer and water mains prior to construction.~~
- ~~1.4.16 District Inspector makes visits to the site to observe the Contractor's work and to endeavor to guard the District against deficiencies in the work.~~
- ~~1.4.17 District Inspector on satisfactory completion of the underground work, indicates he has inspected the work on behalf of the District.~~
- ~~1.4.18 District Inspector on satisfactory completion of the Surface work, indicates to the Developer and the District that the work is complete, and recommends that the District return to the Developer the Construction Deposits for manholes, valves, fire hydrants and compaction tests.~~

~~1.4.19 District will return the Construction deposits for manholes, valves, fire hydrants and compaction tests, to the Developer, after confirming that all required easements have been obtained, all fees paid and all phases of the sewer and water extension work are complete.~~

~~1.4.20 District Engineer prepares as-built drawings.~~

1.5 PROCEDURES FOR OTHER WORK ON WATER SYSTEM

1.5.1 Prior to any work performed on the water system not covered under section 1.4, the contractor will provide the District Engineer and the District Inspector the following data, as deemed necessary by the District Engineer or Inspector based on the scope of the project.

1.5.1.1 Lot location and dimensions, including existing and proposed contours.

1.5.1.2 Location of existing utilities: gas, electric, telephone, storm drains, sewer and water lines.

1.5.1.3 Location of proposed building, including all floor elevations and preliminary plumbing plans of buildings.

1.5.1.4 Location of other proposed improvements and of proposed utilities.

1.5.1.5 Vertical dimensions related to bench mark or adjacent to the project, and to USGS datum.

1.5.1.6 Deposit with the District the fee for preliminary engineering.

1.5.2 Contractor shall provide a copy of his Utah State License, evidence of the Contractor's insurance, and a copy of an encroachment surety bond. The required amount of the bond shall be determined by the District Engineer or Inspector based on the scope and exposure of the project.

1.5.3 District Engineer or Inspector will provide the contractor written authorization to perform work as outlined in the proposal.

1.5.4 District Inspector makes visits to the site to observe the Contractor's work and to guard the District against deficiencies in the work.

Resolution No: BPW-R-2022-01

A JOINT RESOLUTION OF THE TOWN COUNCIL OF APPLE VALLEY, UTAH
AND THE ADMINISTRATIVE CONTROL BOARD OF ASH CREEK SPECIAL SERVICE
DISTRICT REQUESTING ANNEXATION OF PROPERTY WITHIN THE BOUNDARIES
OF APPLE VALLEY INTO ASH CREEK SPECIAL SERVICE DISTRICT.

WHEREAS Ash Creek Special Service District (hereafter “the District”) is a Utah special service district created by the Washington County Commission under the Utah Special Service District Act for the purpose of providing sewage collection, treatment and disposal services to the residents of Hurricane, LaVerkin and Toquerville, as well as to certain other unincorporated areas of Washington County, Utah; and

WHEREAS the Washington County Commission has delegated certain power and authority to said district’s Administrative Control Board, while at the same time having retained authority as the governing authority of said District to expand the boundaries of the District through annexation; and

WHEREAS the Town of Apple Valley (hereafter “the Town”) anticipates an increase in demand for commercial and residential development of property within the Town, which, in turn, will require the establishment, operation and maintenance of a system or systems for collection, treatment and disposal of sewage materials; and

WHEREAS the Town Council of Apple Valley desires to avail itself of the experience and expertise of the District in matters pertaining to collection, treatment and disposal of sewage materials and has engaged in discussions with the Administrative Control Board of the District regarding the desirability of annexing property included within the boundaries of the Town into the boundaries of the District for the purpose of providing sewage collection, treatment and disposal to property in the Town; and

WHEREAS the Administrative Control Board of the District is supportive of the annexation of property within the boundaries of the Town into the District, provided that the Town and District enter into a written agreement whereby the Town shall agree to: (1) be responsible for billing and collection of fees and charges for services provided by the District, (2) adopt by ordinance and incorporate into the Apple Valley Municipal Code the District’s Rules of Operation and Construction Standards as presently constituted or as may be amended from time to time, and (3) comply in all respects with said District’s rules, regulations, policies and procedures; and

WHEREAS Utah Code Ann. §17D-1-401(1)(a) provides that the governing authority of a special service district has authority, in accordance with the procedure outlined in §17D-1-201 et. seq., to annex an area into an existing special service district to provide to that area a service that the special service district is authorized to provide; and

WHEREAS the Town Council of Apple Valley and the Administrative Control Board of Ash Creek Special Service District believe that it is in the best interest of the health, safety and welfare of the residents of Apple Valley that property within the boundaries of the Town of Apple Valley be annexed into Ash Creek Special Service District,

BE IT HEREBY RESOLVED by the Town Council of Apple Valley, Utah and the Administrative Control Board of Ash Creek Special Service District that the Washington County Commission, as governing authority of Ash Creek Special Service District, be requested to commence the process outlined in Utah Code Ann. §17D-1-201 et. seq. for annexation of property within the boundaries of the Town of Apple Valley into the Ash Creek Special Service District, subject to the Town and District entering into a written agreement whereby the Town shall agree to: (1) be responsible for billing and collection of fees and charges for services provided by the District, (2) adopt by ordinance and incorporate into the Apple Valley Municipal Code the District's Rules of Operation and Construction Standards as presently constituted or as may be amended from time to time, and (3) comply in all respects with said district's rules, regulations, policies and procedures.

BE IT FURTHER RESOLVED that this Resolution shall be submitted to the Washington County Commission upon execution of the agreement described herein between the Town of Apple Valley and Ash Creek Special Service District.

APPROVED AND ADOPTED this ____ day of _____, 2022.

TOWN OF APPLE VALLEY

Dina Mason Walters, Mayor

Attest:

Town Clerk

APPROVED AND ADOPTED this ____ day of _____, 2022.

ASH CREEK SPECIAL SERVICE DISTRICT

Lynn Chamberlain, Chairman

Attest:

Darrel Humphries, Secretary

February 14, 2022

ADDENDUM TO ATTORNEY-CLIENT ENGAGEMENT LETTER DATED NOVEMBER 7, 2018

CLIENT: Big Plains Water and Sewer Special Service District

This ADDENDUM TO ATTORNEY-CLIENT ENGAGEMENT LETTER (“Addendum” or “Agreement”) consists of 2 (two) pages and is entered into by Big Plains Water and Sewer Special Service District c/o Andy McGinnis (“Client”) and RUESCH & REEVE, PLLC (“ATTORNEY”) and is made effective as of February 1, 2022.

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services until Client returns a signed copy of this Agreement.
2. **SCHEDULE B. HOURLY RATE FEE STRUCTURE IS AMENDED TO READ AS FOLLOWS:**

Attorney Ben Ruesch hourly rate	\$300.00
Attorney Nathan Reeve hourly rate	\$300.00
Attorney Tony Jones hourly rate	\$250.00
Attorney Raymond Boyer hourly rate	\$225.00
Law Clerk hourly rate	\$125.00
Paralegal/legal assistant hourly rate	\$100.00

The above rates will remain in effect until December 31, 2026 and may be subject to adjustment at or after that time.

3. **CONFLICT OF TERMS.** In the event the terms of this Addendum and the Attorney-Client Engagement Letter conflict, this Addendum shall control. Nevertheless, all other terms of the Attorney-Client Engagement Letter remain in full force and effect.
4. **EXECUTION OF THE ADDENDUM.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Electronic transmission (including email and fax) of a signed copy of this Addendum and the retransmission of any signed electronic transmission shall be the same as delivery of an original. Signatures on this document, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

SIGNATURES ON FOLLOWING PAGE



Big Plains Water and Sewer Special Service District
Client

Benjamin Ruesch
RUESCH & REEVE, PLLC

By: Andy McGinnis, Chairman of the Board

Client, by signing this Fee Agreement, acknowledges that he has read and understands and agrees to its terms, and acknowledges receipt of a copy of this Agreement.

Benjamin Ruesch, Esq.*+

Nathan Reeve, Esq.*

S. Ryan Nielsen, Esq.*

**Licensed in Utah *Licensed in Arizona*



86 N 3400 W, Bldg C Ste 101
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Engagement Letter

November 7, 2018

Big Plains Water and Sewer Special Service District
c/o Harold Merritt
688 N. Paradise Ln, Bldg A
Apple Valley, UT 84737

Re: Legal representation

Dear Harold:

We are pleased that the Big Plains Water and Sewer Special Service District ("The District") has retained Ruesch & Reeve PLLC to provide legal services. This letter specifies the terms and conditions of our engagement and describes our responsibilities and the legal services we will perform for The District.

The District agrees to retain Ruesch & Reeve PLLC as its counsel, subject to the terms and conditions set forth in this letter and in any supplements and amendments to this letter which may be agreed to by Ruesch & Reeve PLLC and The District in the future. Ruesch & Reeve PLLC will serve as The District's counsel until its engagement is terminated by The District or Ruesch & Reeve PLLC as provided in this letter, or until the legal services have been fully performed and concluded.

As counsel to The District, Ruesch & Reeve PLLC will have those responsibilities and perform those services set forth in **Schedule A**, attached hereto. The District may change the scope of Ruesch & Reeve PLLC's engagement by modifying or deleting existing responsibilities and services or by adding new ones. Such changes in scope will be discussed with Ruesch & Reeve PLLC and, if agreed to, will be reflected in amendments to Schedule A.

Ruesch & Reeve PLLC will charge The District for its services performed under this letter agreement in accordance with Ruesch & Reeve PLLC's reduced rate schedule currently in effect, which is set forth in **Schedule B**, attached hereto. The current rates will remain in effect until December 31, 2019 and may be subject to adjustment at or after that time. Because this representation is to be tracked on an hourly basis, time will be accounted for in increments of one-tenth of an hour and invoices will reflect the time spent and a brief description of the services performed.

Ruesch & Reeve PLLC is authorized to incur on behalf of The District costs and expenses that Ruesch & Reeve PLLC deems necessary to perform the legal services set forth

herein. The District agrees to pay or reimburse Ruesch & Reeve PLLC for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, but are not limited to, for example, the following: travel-related expenses, computer-assisted research, transcription, overnight delivery and messenger services. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

Ruesch & Reeve PLLC will bill The District monthly for fees and expenses relating to its work for The District and The District will pay each such billing within 15 days of the invoice date. The District agrees to Ruesch & Reeve PLLC's billing and collection policies as set forth in **Schedule C**, attached hereto.

Prior to any time spent for hourly-based work, the District shall pay Ruesch & Reeve PLLC a retainer deposit of \$1,000.00 to be applied against fees and costs. Funds will be withdrawn from the account to pay such fees and costs as they are incurred.

Ben Ruesch will be responsible for Ruesch & Reeve PLLC's relationship with The District and should be contacted in the first instance concerning issues that pertain generally to that relationship. Ben Ruesch will be responsible for billing matters. Ben Ruesch will be primarily responsible for supervising Ruesch & Reeve PLLC's performance of services for The District and will provide services to The District. Other lawyers and staff in Ruesch & Reeve PLLC will be called upon from time to time as necessary to perform services for The District.

Ruesch & Reeve PLLC is not aware of any actual or, except as discussed herein, any potential conflicts of interest arising from its representation of The District and Ruesch & Reeve PLLC's other clients. As conflicts of interest arise and are identified, Ruesch & Reeve PLLC will disclose them to The District and The District and Ruesch & Reeve PLLC will work together to resolve them. While the firm will have primary responsibility for monitoring and identifying conflicts of interest, the District agrees to assist the firm in that regard.

The District may terminate Ruesch & Reeve PLLC's engagement at any time and for any reason (or no reason). Upon termination, the District will pay within ten days the firm's outstanding fees and expenses. Outstanding fees and expenses include both billed but unpaid invoices and unbilled time and expenses for services performed for The District. The District will give the firm written notice of termination. Upon receipt of such notice, the firm will stop performing services for The District except with respect to those specific matters, if any, identified in the notice of termination or related correspondence. As to those specific matters only, the firm will continue to represent The District during a reasonable transition period until new counsel is engaged and the firm is instructed to cease work on such matters.

The firm may terminate its engagement as The District counsel at any time and for any reason by providing The District with prior written notice of termination subject, as to matters then in litigation, to the permission of the court in instances where that is required. The District will pay the firm's outstanding fees and expenses within ten days of the effective date of such termination. Upon termination of its engagement as counsel, the firm will cooperate with The District in the transfer of its responsibilities to successor counsel as directed by The District.

Ruesch & Reeve PLLC has made no promise or guarantee to The District about the outcome of the representation undertaken by the firm. Despite the firm's best efforts, legal fees can exceed estimates because the time necessary to complete the legal services may exceed the firm's best estimates.

The District shall cooperate with the firm, shall pay the firm's bills in a timely manner and shall keep the firm informed of The District addresses and telephone numbers, and how to best contact The District.

We greatly appreciate the opportunity to work with the District and provide legal services to the District. The District is a valued client of the firm and we look forward to working with the District. If the terms and conditions set forth in this letter are satisfactory, please execute this letter and the enclosed copy and return an executed copy to the undersigned, keeping the remaining copy in the District file.

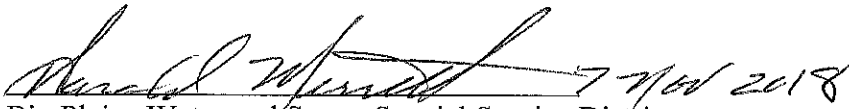
Very truly yours



RUESCH & REEVE PLLC

BY: Ben Ruesch, Managing Partner

The terms of the foregoing letter are agreed to and accepted as of November 7, 2018



Big Plains Water and Sewer Special Service District

By: Harold Merritt, Chairman of the Board

SCHEDULE A

Client hires Attorney to provide legal services in connection with:

1. Reviewing, drafting, and negotiating contracts and leases
2. Advising on individual labor and employment matters
3. Reviewing personnel, fiscal and other policies, as well as corporate by-laws
4. Attending Board of Directors and Committee meetings as necessary
5. Advising on government grant and contract issues
6. Advising on responses to subpoenas, court orders, and requests for information from third parties
7. Defending lawsuits, administrative claims, or other legal claims
8. Conducting litigation as necessary
9. Providing other legal services as needed

The above list shall also include the following services: general legal representation, as requested by Client, which includes, but is not limited to, telephone conferences, office conferences, legal research, review of file materials and documents sent or received, drafting letters, conferences and hearings, drafting documents for court, correspondence, and office memoranda.

SCHEDULE B

HOURLY RATE FEE STRUCTURE

Ben Ruesch hourly rate	\$160.00
Nathan Reeve hourly rate	\$160.00
Ryan Nielsen hourly rate	\$160.00
Paralegal/Legal Assistant hourly rate	\$80.00

Benjamin Ruesch, Esq.*

Nathan Reeve, Esq.*

S. Ryan Nielsen, Esq.*

*Licensed in Utah *Licensed in Arizona



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SCHEDULE C

LAW OFFICE BILLING POLICY

Updated April 2018

The following is a statement of the Firm billing policy which shall be followed in relation to the legal services agreed to be performed by the Firm on behalf of you, "the Client".

Billing Cycle

Invoicing is done on a monthly basis based on services performed since the previous invoice, including expenses incurred on your behalf. You will be notified of any changes in the billing arrangements and policies set forth in the statement in the accompanying engagement letter.

Flat Fee Billing (if applicable)

Many services such as contract review, document drafting, licensing and business entity document processing, and the like can be quoted at a flat fee rate or structured fee. Additionally, monthly subscription agreements can be arranged for ongoing representation and legal consulting. Any flat fee or structured fee arrangement must be agreed upon prior to commencing the work. If no such arrangement is in place, you will be billed on an hourly basis.

Hourly Billing (if applicable)

You will be billed for all time expended on your account, including without limitation, time spent during the initial consultation (as discussed above), time spent traveling, and any time spent by us in relation to your matter whether. Time is billed in 1/10 hourly increments. Such billable time will include, for example and without limitation, time spent: in in-person meetings or telephone consultations with you or others, engaged in research, preparing documents, developing strategy, and in consultation with other professionals, etc.

Your attorney may, at his discretion, discount for other services and time spent behalf of the client.

Expenses

Clients may incur certain expenses in addition to the time spent on the matter. These expenses will be incorporated into your bill at cost, and would include such items as commercial messenger deliveries, postage, filing fees, transcripts, copying or document management,

printing costs, travel, and related expenses such as meals and lodging. The Law Office reserves the right to charge an additional 5% administrative fee for these services.

All Out-of-pocket charges will be sent directly to you for payment or, if you prefer, a separate expense retainer account can be established for you to hold funds in an escrow account for the purpose of paying these expenses.

Expert consultants and professional service providers may be contracted by the Firm on your behalf, but you will be responsible for paying their costs and expenses directly to them unless the Firm has a prior arrangement to bill on their behalf. These experts and consultants will bill you separately or broken out on your invoice from the Firm.

Payment

Please review our invoices when you receive them, so that any questions you may have are raised in a timely fashion.

Late Payments:

Payment is due ^{BK} ~~on receipt~~ *within 15 days of receipt or invoice date* and, except as expressly agreed to otherwise, is not contingent or depended on the outcome of the engagement, such as prevailing in a lawsuit or concluding a transaction. If an invoice remains unpaid after fifteen days, it shall accrue interest at a rate of 12% per annum (1% percent per month) on the unpaid balance from the date due. In addition, if an invoice remains unpaid after thirty days, a monthly charge of 3/10ths of one hour (at then current undiscounted usual and customary hourly rate) may be billed for the ongoing administration of the past due account related to account maintenance, postage, and ongoing collection efforts. Such amount will be added to the invoice.

Returned Checks:

For each and any check that is returned as unpayable, you will be invoiced an administrative fee of fifty dollars (\$50).

Past Due Account Administrative Fee:

For each billing cycle after which the first invoice becomes due, a twenty dollar (\$20) administrative fee may be invoiced by the Law Office to cover ongoing administrative expenses.

Right to Terminate Representation:

At all times, your attorney reserves the right to terminate work on any matter, and to withdraw from the representation on proper notice if payment in full is not received within fourteen days from the date of the invoice. If you have any special policies with respect information you want to have included in our invoices, please advise your attorney of that as soon as possible.



Town of Apple Valley
1777 N. Meadowlark Drive, Apple Valley, Utah 84737
Phone: (435) 877-1190 Fax: (435) 877-1192
www.applevalleyut.gov

SSD
APPLICATION TO APPEAR BEFORE THE ~~PLANNING COMMISSION~~

Date of Planning Commission meeting for this agenda item to appear 2/17/22

Paperwork returned by Mike Farrar (Date) 2/1/22

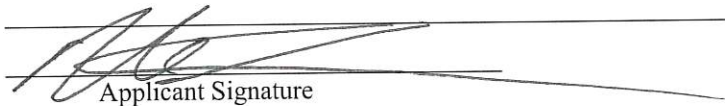
Name of Applicant: Mike Farrar

Site Location: see attached

Mailing Address: 14620 S. Highland Home rd.
Banning, Ca 92220

Phone: 951-897-2730

Purpose of Request: See attached


Applicant Signature

1. Annexations: \$1500.00 filing fee
2. Conditional Use Permit: \$300.00 filing fee
3. Zone Changes: \$500.00 + Acreage Fee filing fee
4. Subdivisions: \$1500.00 filing fee
5. Lot Line Adjustment: \$200.00 filing fee
6. Lot Split (2 Lots): \$250.00 filing fee
7. General Plan Amendment: \$500.00 + Acreage Fee filing fee

Note: Final approval of this application is subject to all necessary paperwork being submitted. Applications requiring a public hearing may have other requirements which must be completed prior to placement on an agenda. When those applications have been approved for the agenda, they must be submitted no later than 4:00 p.m. the Wednesday three weeks prior to the expected commission meeting. All other applications must be submitted no later than 5:00 p.m. on Thursday, one week prior to the regularly scheduled Commission meeting. All plats, drawings, or other visual material must be submitted in a format viewable by public attending the meeting, as well as an email in PDF format for reproduction to meet notice requirements.

SSD
Planning Commission Chairman

Date

City Administration

Date

Item 4. 21-035	New Home	Straight Up Builders	Brandon Farrar	
21-036	New Home	Straight Up Builders	Michael Farrar	/ 7
21-037	New Home	Straight Up Builders	Christopher Farrar	/ 1
21-037	New Home	Straight Up Builders	Bradley Farrar	/ 6
21-038	New Home	Straight Up Builders	Brandon Farrar	/ 8
21-039	New Home	Straight Up Builders	Jerry Farrar	/ 3
21-040	New Home	Straight Up Builders	Mike and Karale Farrar	/ 4
21-041	New Home	Straight Up Builders	Ryan Farrar	/ 2