



TOWN COUNCIL MEETING - HEARING NOTICE

1777 N Meadowlark Dr, Apple Valley
Wednesday, August 28, 2024 at 6:00 PM

HEARING NOTICE

Public Notice is given that the Town Council of Apple Valley, Washington County, Utah will hold Public Hearings on **Wednesday, August 28, 2024 at 6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Public Hearing will be held on the following topics:

1. Ordinance-O-2024-62, Amend Title 8.08.030 Fireworks Restrictions.
2. Ordinance-O-2024-69, Salaries in municipalities -- Notice.

Interested persons are encouraged to attend public hearings to present their views or present their views in writing at least 48 hours prior to the meeting by emailing clerk@applevalleyut.gov.

CERTIFICATE OF POSTING: I, Jenna Vizcardo, as duly appointed Town Clerk and Recorder for the Town of Apple Valley, hereby certify that this Hearing Notice 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 the 13th day of August, 2024.

Dated this 13th day of August, 2024

Jenna Vizcardo, Town Clerk and Recorder

Town of Apple Valley

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.

**APPLE VALLEY
ORDINANCE O-2024-62**

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

SECTION 1: AMENDMENT “8.08.030 Fireworks Restrictions” of the Apple Valley Municipal Code is hereby *amended* as follows:

A M E N D M E N T

8.08.030 Fireworks Restrictions

WHEREAS, the Town Council is concerned about hazardous fire conditions facing this region; and

WHEREAS, the Fire Chief of Apple Valley has determined that hazardous environmental conditions exist; and

WHEREAS, the Town Council is authorized to ban firework use within mountainous, brush-covered, forest-covered or wildland urban interface areas when hazardous environmental conditions exist; and

WHEREAS, the entire Town meets the definition of a mountainous, brush-covered, forest-covered, or wildland urban interface area.

NOW, THEREFORE, IT IS ORDAINED by the Town Council of the Town of Apple Valley that until further notice, the use of fireworks in the Town is prohibited.

Notwithstanding the above, and under direct supervision of the Fire Chief of Apple Valley or a Firefighter of Apple Valley designated by the Fire Chief of Apple Valley, legal safe and sane fireworks may be discharged on July 4th ~~and July 24th~~ of each year, between the hours of 7:00 p.m. to 11:00 p.m., on the Fire Department grounds of Apple Valley, located at 1777 North Meadowlark Drive, Apple Valley, Utah 84737. Advanced notice of the discharge of fireworks shall be accomplished by contacting the Fire Chief of Apple Valley. The Fire Chief of Apple Valley or his designated representative reserves the right to terminate the discharging of fireworks in whole or to any individual at his/her discretion. If supervision from the Fire Department of Apple Valley is not available, then fireworks shall not be discharged.

Violation of this ordinance shall be punishable as a Class B Misdemeanor and/or Civil Fines.

The public health, safety and welfare requiring the same, this Ordinance shall take effect immediately upon its passage.

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.

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

**TOWN OF APPLE VALLEY
ORDINANCE O-2024-69**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH
ENACTING COMPENSATION FOR SPECIFIC EXECUTIVE MUNICIPAL OFFICERS**

WHEREAS, the Utah State Legislature during the 2024 General Session passed S.B. 91; and

WHEREAS, S.B. 91 amended Utah Code Section 10-3-818 regarding Town employee salaries; and

WHEREAS, the Town of Apple Valley must now publish public notice and hold a separate public hearing on compensation for executive municipal officers; and

WHEREAS, the Town Council finds that enacting the compensation as set forth in this Ordinance will comply with Utah Code requirements and will promote the public health, safety, and welfare of the residents of the Town of Apple Valley, Utah.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH, THAT:

SECTION I – ENACTMENT

The attached contract contains the compensation for the executive municipal officer, Town Attorney.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, or policies, Town of Apple Valley heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

This ordinance shall take effect upon its passage by a majority vote of the Town Council of the Town of Apple Valley and following notice and publication as required by the Utah Code.

SECTION IV – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V – PUBLIC NOTICE

The Town of Apple Valley Town Clerk/Recorder is hereby ordered, in accordance with the requirements of Utah Code § 10-3-710–711, to do as follows:

- a. deposit a copy of this ordinance in the office of the Town Clerk/Recorder; and
- b. publish notice as follows:
 - i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 and on the Town’s official website; and
 - ii. publish a short summary of this ordinance in a public location within the City that is reasonably likely to be seen by residents of the City.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 26th day of June, 2024.

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Clerk/Recorder

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

UTAH OFFICE
253 W. St. George Blvd, Ste 100
St. George, Utah 84770
(435) 656-1900 phone
(435) 656-1963 fax



SNOW CALDWELL BECKSTROM & WILBANKS, PLLC
ATTORNEYS & COUNSELERS AT LAW

NEVADA OFFICE
840 Pinnacle Court, Ste 202
Mesquite, Nevada 89027
(702) 346-7300 phone
(702) 346-7313 fax

Reply to Utah Office

www.scbwlaw.com

heath@scbwlaw.com

EMPLOYMENT AND FEE AGREEMENT

CLIENT'S NAME: *Town of Apple Valley, a Utah municipal corporation*

FILE NO.: *03030.01*

DEFINITIONS: "Firm" or "Law Firm" means *Snow Caldwell Beckstrom & Wilbanks, PLLC*
"Client" means: *Town of Apple Valley*
"Attorney" means: *Heath H Snow, Esq.*

MATTER: In consideration of Client's engagement of Law Firm, Client and Firm hereby agree that the Firm will provide legal representation of Client for the following matter:

General Legal Representation of the Town of Apple Valley

FEES & COSTS

In return for legal representation by Firm, Client agrees to pay to Firm all attorney fees, expenses and costs together with interest that are in any way connected in representing Client in the above matter. It is understood and agreed by Client that the Firm has the sole discretion to determine which attorney may assist on Client's case and that the bill to be rendered by Firm is based on the novelty and difficulty of the matter, the time needed to perform the service or the hourly time charge, the value of the service performed or the value of the legal product produced, the amount of damages, the time limitations imposed by Client and other circumstances, including but not limited to the results obtained.

HOURLY RATE

The hourly rate of the Attorney initially working on Client's case is **\$275.00**, but Client understands that the Firm may employ the assistance of other attorneys, paralegals and legal assistants as it deems necessary to complete the functions requested by Client. The hourly rate for other attorneys assisting the Client will be to **\$275.00** per hour and the hourly rate for paralegals and legal assistants working on this matter will be up to **\$165.00**. Client specifically agrees that these rates may increase from time to time. Client will receive notice of rate changes in the form of the monthly billings.

PAYMENT TERMS

Client has made an initial payment of **\$0.00** for the reservation of the exclusive services of the Firm, the Attorney, and the Firm's associate attorneys, paralegals and legal assistants ("Retainer"). The Retainer will be applied towards payment of any fees or costs due the Firm under this Agreement. The Firm will send statements to Client monthly. Client agrees to pay the statements within fifteen (15) days after receipt. Accounts over 30 days past due will bear interest at 1.5% per month (18% ANNUAL PERCENTAGE RATE) from the initial statement date. All payments shall be made to the Firm at its address in St. George unless designated otherwise by the Firm. If it becomes necessary for the Firm to make collection efforts to collect fees and costs under this agreement (including if a judgment is obtained against client in a civil action), client agrees to pay the Firm's time in collection efforts based on hourly rates. Payments are applied first to collection costs (if any), then to interest, then to costs and expenses, then to fees. Any funds of Client in the Firm's possession for whatever reason, may be applied by the Firm towards any fees and

costs owed by Client that is more than 30 days past due. Clients may pay their monthly statements or initial retainer with a credit card, however, the Firm charges a three percent (3%) uniform convenience fee on all credit card transactions.

COSTS AND EXPENSES

Client agrees to assume and pay for all costs and expenses incurred by Firm in connection with this matter, including but not limited to filing fees, witness fees, mileage, sheriff's and constable fees, expenses of depositions, investigative expenses, expert witness fees, copy & printing costs, long distance telephone charges, postage, and all other expenses incurred in representation of Client. All such costs are owed to the Firm over and above the attorney fees to be charged. A schedule of Fees and Costs is attached to this Agreement as Exhibit A, and is incorporated herein by this reference.

CLIENT COOPERATION REQUIRED

Client agrees to keep Firm advised at all times of known threatened claims or pending claims being made against Client. Client agrees to cooperate in providing the Firm with access to and copies of all documents, agreements, minutes, recordings and records of Client upon request. Client agrees to comply with all reasonable requests made of Client in connection with the Firm and the Attorney's representation of the Client in general municipal matters. Client shall further cooperate in all respects in relation the Firm and the Attorney's provision of legal services to Client, including, but not limited to, completely and accurately disclosing to the Attorney or representatives of the Firm and allowing the Attorney or representatives of the Firm to conduct all negotiations related to said representation. Upon conclusion the Attorney's appointment as the Town Attorney, it is understood that Client thereafter will be responsible for taking possession of all of Client's documents provided to Firm by Client and that Firm will not be responsible for maintaining or storing the same.

MEDIATION PROVISION FOR FEE DISPUTES

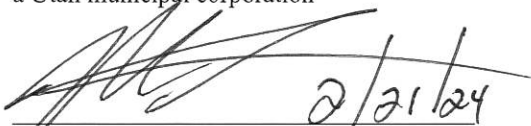
It is expressly agreed that all contests or claims of any kind arising between Firm, its agents or employees and Client, whether such claims be legal or equitable in nature, and including but not limited to claims for the value of services rendered or quality of services performed by firm shall, upon the written request by either Firm or Client, be subject to mediation pursuant to the Utah Uniform Mediation Act (Utah Code Ann §78B-10-101 *et seq.* (1953 as amended)). The location for mediation and all actions to resolve claims between Firm and Client shall be in Washington County, State of Utah.

CLIENT'S ACKNOWLEDGEMENTS

Client acknowledges receiving a copy of this Employment and Fee Agreement. Client has read and fully understands each and every term of this Employment and Fee Agreement and agrees to each and every term contained in it, and understands that this is a contract between Firm and Client. This Employment and Fee Agreement is governed by the laws of Utah, including procedural rules and defenses such as the statute of limitations.

CLIENT:

TOWN OF APPLE VALLEY,
a Utah municipal corporation


Mike Farrar, Mayor 2/21/24
Date

FIRM:

**SNOW CALDWELL BECKSTROM &
WILBANKS, PLLC,** a Utah Professional LLC

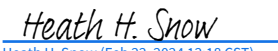

Heath H. Snow (Feb 22, 2024 12:18 CST)
Heath H. Snow, Managing Partner Date

EXHIBIT A

SCHEDULE OF FEES & COSTS**PROFESSIONAL FEES (HOURLY)**

Attorney (Partner)	\$275.00
Attorney (Associate)	\$275.00
Paralegal	\$165.00
Legal Assistant	\$135.00

MISCELLANEOUS FEES

Filing Fees	Actual cost
Service of Process Fees	Actual cost
Court Reporter Fees	Actual cost
Private Investigator Fees	Actual cost
Title/Escrow Fees	Actual cost
Engineering Fees	Actual cost
Credit Card Payment Convenience Fee	3% of total transaction

MISCELLANEOUS COSTS

Copies	\$.20 per page
Facsimile (incoming)	\$.30 per page
Facsimile (outgoing)	\$.50 per page
Postage	Actual cost
Postage (overnight-express)	Actual cost
Online Legal Research (Westlaw)	\$40.00 session (10 min or longer)
Online Searches (Pacer/XChange, etc)	\$15.00 per search
Mileage	\$.55 per mile
Other Travel Costs	Actual cost