



APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, June 15, 2022 at 6:30 PM

AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Wednesday, June 15, 2022**, commencing at **6:30 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor | Frank Lindhardt |

Council Members | Andy McGinnis | Barratt Nielson | Kevin Sair | Robin Whitmore |

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/84340271356>

if the meeting requests a password use 1234

To call into meeting, dial (253) 215 8782 and use Meeting ID 843 4027 1356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

CONSENT AGENDA

- [1.](#) Disbursement Listing--5/1/22-5/31/22
- [2.](#) Financial Report--7/1/21-5/31/22

APPROVAL OF MINUTES

- [3.](#) Approval of Minutes: October 20, 2021
- [4.](#) Approval of Minutes: May 18, 2022

MAYOR'S TOWN UPDATE

PUBLIC HEARING

5. Proposed Fiscal Year 2023 Budget
- [6.](#) Amendments to Fiscal Year 2022 Budget

PUBLIC COMMENTS

DISCUSSION AND ACTION

- [7.](#) Adopting Fiscal Year 2023 Annual Budget and Amending Fiscal Year 2022 Annual Budget-Resolution-R-2022-31
- [8.](#) Award contract for Building Inspector Services

9. Accept Chief Zolg's resignation
10. Add Andy McGinnis as a signer on the SBSU Fire Bank Account and issue a debit card
- [11.](#) Approval of printer maintenance agreement
- [12.](#) Organizational structure of Big Plains Water and Sewer Special Service District--Resolution-R-2022-32
- [13.](#) Appoint SSD Board Members-Resolution-R-2022-33
- [14.](#) Update Employee Handbook-Resolution-R-2022-34
- [15.](#) Approval of HB313 Ballot Box / Interlocal Agreement--Resolution-R-2022-35
- [16.](#) Adopt A Cooperative Agreement with Washington County Habitat Conservation Plan-Resolution-R-2022-36
17. Assemble a Cemetery Research Committee
18. Name Change for Apple Valley Roads, Re: Rome Avenue, Main Street, and Apple Valley Drive
- [19.](#) Approval of Ordinance Enacting a Temporary Land Use Regulation Establishing a Restriction on All Water Well Drilling and Requiring All Development Applications to Acknowledge Water Supply Conditions--Ordinance O-2022-25

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

REQUEST FOR A CLOSED SESSION

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>, Spectrum classified and the Town Website www.applevalleyut.gov.

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.

Town of Apple Valley
Disbursement Listing
Checking - SBSU - 05/01/2022 to 05/31/2022

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Payroll	0506221200	05/06/2022	\$4,790.65			Paycheck
Faulkner, Sophia Delaney	5107	05/06/2022	\$145.45			Paycheck
Nielson, Barratt	5108	05/06/2022	\$69.26			Paycheck
Internal Revenue Service	EFTPS0504202	05/06/2022	\$1,103.75			Payroll
Utah Retirement Systems	URS05052022	05/06/2022	\$793.99			Payroll
AT&T	5109	05/10/2022	\$334.20			Purchasing
FirePro	5110	05/10/2022	\$202.00			Purchasing
Gallian Welker & Beckstrom, L.C.	5111	05/10/2022	\$4,566.50			Purchasing
James R Weeks	5112	05/10/2022	\$387.50			Purchasing
Revco Leasing	5113	05/10/2022	\$230.69			Purchasing
South Central Communications	5114	05/10/2022	\$511.88			Purchasing
Timeless Awards Company	5115	05/10/2022		05/10/2022	\$39.49	Purchasing
Utah League of Cities & Towns	5116	05/10/2022	\$590.98			Purchasing
XPress Bill Pay	5117	05/10/2022		05/10/2022	\$225.67	Purchasing
Timeless Awards Company	5118	05/10/2022	\$39.48			Purchasing
XPress Bill Pay	AUTO05052022	05/10/2022	\$225.67			Purchasing
Amazon.com	DEBIT0506202	05/10/2022	\$53.11			Purchasing
Ford Motor Credit Company	FMC05052022	05/10/2022	\$1,122.15			Purchasing
Superior Technical Solutions	STS04122022	05/11/2022		05/11/2022	\$355.00	Purchasing
Superior Technical Solutions	STS05032022	05/11/2022	\$355.00			Purchasing
Big Plains Water and Sewer SSD	5120	05/12/2022	\$39,521.64			Purchasing
TASC, Properties LLC	5121	05/12/2022	\$152.94			Purchasing
Campbell, Maria	5122	05/12/2022	\$114.00			Purchasing
Desert Sands, LLC	5123	05/12/2022	\$114.00			Purchasing
Desert Sands, LLC	5124	05/12/2022	\$114.00			Purchasing
Farrar, Brandon	5125	05/12/2022	\$114.00			Purchasing
Farrar, Christopher	5126	05/12/2022	\$114.00			Purchasing
Hutchings, Shayne & Julie	5127	05/12/2022	\$114.00			Purchasing
Straight Up Builders	5128	05/12/2022	\$114.00			Purchasing
Ford Motor Credit Company	FMC04082022	05/12/2022	\$1,122.15			Purchasing
Ford Motor Credit Company	FMC05122022	05/15/2022	\$1,122.15			Purchasing
State of Utah-Dept of Commerce	5129	05/16/2022	\$158.26			Purchasing
Gifford, Lance	5130	05/16/2022	\$11,830.72			Purchasing
Washington County Treasurer HCP	5131	05/17/2022	\$4,343.98			Purchasing
Buck's Ace Hardware	Debit05172022	05/17/2022	\$4.26			Purchasing
USPS	Debit05172022	05/17/2022	\$232.00			Purchasing
Carbonite	C05192022	05/19/2022	\$83.99			Purchasing
USPS	DEBIT0519202	05/19/2022	\$4.53			Purchasing
Zoom Video Communications Inc.	DEBIT0519202	05/19/2022	\$54.99			Purchasing
Payroll	0520221200	05/20/2022	\$4,148.78			Paycheck
Little Creek Station	5132	05/20/2022	\$100.00			Purchasing
The Spectrum	5133	05/20/2022	\$135.70			Purchasing
Washington County Solid Waste	5134	05/20/2022	\$4,394.16			Purchasing
Internal Revenue Service	IRS05202022	05/24/2022	\$958.38			Payroll
Utah Retirement Systems	URS05202022	05/24/2022	\$676.45			Payroll
City of St. George	5135	05/25/2022	\$10.00			Purchasing
Sunrise Engineering	5136	05/25/2022	\$3,040.00			Purchasing
Amazon.com	DEBIT0519202	05/25/2022	\$80.43			Purchasing
iST Laser Engraving	DEBIT0520202	05/25/2022	\$319.00			Purchasing
Amazon.com	DEBIT0525202	05/25/2022	\$27.78			Purchasing
Amazon.com	DEBIT0525202	05/25/2022	\$35.99			Purchasing
USPS	DEBIT0525202	05/25/2022	\$290.00			Purchasing
Rocky Mountain Power	RMP05202022	05/25/2022	\$157.74			Purchasing
Zions Bank	ZB05252022	05/25/2022	\$880.37			Purchasing
Amazon.com	DEBIT0526202	05/31/2022	\$162.98			Purchasing
			\$90,369.63		\$620.16	

Town of Apple Valley
Standard Financial Report
10 General Fund - 07/01/2021 to 05/31/2022
91.67% of the fiscal year has expired

Item 2.

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
Change In Net Position					
Revenue:					
Taxes					
3110 General property taxes-current	125,288.21	1,788.63	130,859.18	111,933.00	111,933.00
3120 Prior year's taxes-delinquent	11,422.37	0.00	5,139.11	8,000.00	8,000.00
3130 General sales and use taxes	160,940.60	17,316.49	111,553.65	130,000.00	130,000.00
3140 Energy and communication taxes	75,432.99	2,650.86	19,689.00	35,000.00	35,000.00
3150 RAP Tax	15,559.52	0.00	14,641.96	13,000.00	13,000.00
3160 Transient Taxes	8,333.36	1,436.66	7,183.63	3,500.00	3,500.00
3170 Fee in lieu of personal property taxes	10,783.06	0.00	1,584.85	8,400.00	8,400.00
3190 Highway/Transit Tax	14,930.47	1,601.36	11,698.40	9,600.00	9,600.00
Total Taxes	422,690.58	24,794.00	302,349.78	319,433.00	319,433.00
Licenses and permits					
3210 Business licenses	4,900.00	0.00	7,350.00	3,400.00	3,400.00
3221 Building Permits-Fee	112,599.11	1,875.00	64,906.12	80,000.00	80,000.00
3222 Building Permits-Non Surcharge	20,736.08	281.25	9,165.93	3,500.00	3,500.00
3223 Building permit - HCP Valuation	0.00	(3,723.52)	0.00	0.00	0.00
3224 Building Permits Surcharge	0.00	0.00	332.22	0.00	0.00
3225 Animal licenses	490.00	0.00	420.00	500.00	500.00
Total Licenses and permits	138,725.19	(1,567.27)	82,174.27	87,400.00	87,400.00
Intergovernmental revenue					
3356 Class "C" road allotment	91,024.34	15,289.44	72,867.03	82,000.00	82,000.00
3358 Liquor control profits	0.00	0.00	755.59	800.00	800.00
3370 State Grants	15,326.25	0.00	13,236.51	45,000.00	45,000.00
3371 State Highway Grants	30,765.00	0.00	0.00	0.00	0.00
3373 CARES Revenue	72,089.00	0.00	0.00	0.00	0.00
Total Intergovernmental revenue	209,204.59	15,289.44	86,859.13	127,800.00	127,800.00
Charges for services					
3230 Special Event Permit	0.00	0.00	3,000.00	0.00	0.00
3410 Clerical services	195.82	64.70	225.02	100.00	100.00
3415 SSD Payroll Services	4,612.40	0.00	0.00	0.00	0.00
3416 Other Interdepartmental Charges	250.00	226.35	226.35	10,000.00	10,000.00
3420 Fire Department Contracts	7,513.50	0.00	0.00	0.00	0.00
3431 Zoning and subdivision fees	33,975.00	(715.00)	53,330.13	30,000.00	30,000.00
3440 Solid waste	46,186.03	4,524.00	46,380.17	48,800.00	48,800.00
3441 Storm Drainage	40,457.58	3,771.47	39,124.67	38,880.00	38,880.00
3461 GRAMA requests	55.00	0.00	0.00	200.00	200.00
3470 Park and recreation fees	80.00	0.00	0.00	100.00	100.00
3615 Late charges/Other Fees	1,802.95	684.94	2,136.18	2,000.00	2,000.00
Total Charges for services	135,128.28	8,556.46	144,422.52	130,080.00	130,080.00
Fines and forfeitures					
3510 Fines	3,881.67	1,144.27	8,901.01	4,800.00	4,800.00
Total Fines and forfeitures	3,881.67	1,144.27	8,901.01	4,800.00	4,800.00
Interest					
3610 Interest earnings	1,942.33	510.45	2,581.93	4,800.00	4,800.00
Total Interest	1,942.33	510.45	2,581.93	4,800.00	4,800.00
Miscellaneous revenue					
3690 Sundry revenue	11,619.34	800.76	4,688.02	1,000.00	1,000.00
3692 Fire department fundraisers	1,000.00	0.00	1,165.73	1,300.00	1,300.00
3697 Park department fundraisers	0.00	0.00	0.00	800.00	800.00
3801.1 Impact fees - Fire	1,888.00	0.00	18,627.00	2,000.00	2,000.00
3801.2 Impact fees - police	0.00	(2,508.00)	0.00	0.00	0.00
3801.3 Impact fees - roadways	16,448.00	0.00	56,374.00	18,000.00	18,000.00
3801.6 Impact fees - storm water	13,369.56	0.00	30,058.95	15,000.00	15,000.00
3801.7 Impact fees - parks, trails, OS	4,512.00	0.00	16,091.00	6,000.00	6,000.00
Total Miscellaneous revenue	48,836.90	(1,707.24)	127,004.70	44,100.00	44,100.00
Contributions and transfers					
3802.2 Contributions - public safety	0.00	0.00	0.00	300.00	300.00
3802.7 Contributions - parks and recreation	69.26	0.00	0.00	100.00	100.00
3802.8 Contributions - Contingency	0.00	0.00	0.00	100,000.00	100,000.00
Total Contributions and transfers	69.26	0.00	0.00	100,400.00	100,400.00
Total Revenue:	960,478.80	47,020.11	754,293.34	818,813.00	818,813.00
Expenditures:					

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Item 2.

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
General government					
Council					
4111.110 Council Salaries and wages	6,467.04	750.00	14,525.00	5,000.00	5,000.00
4111.130 Council Employee benefits	780.17	57.40	1,357.90	700.00	700.00
4111.210 Council Travel Reimbursement	909.40	0.00	0.00	2,100.00	2,100.00
4111.220 Council Training	0.00	0.00	0.00	1,900.00	1,900.00
4111.610 Council Donations and discretionary spending	0.00	0.00	0.00	500.00	500.00
Total Council	8,156.61	807.40	15,882.90	10,200.00	10,200.00
Administrative					
4141.110 Admin Salaries and Wages	78,686.72	7,867.41	83,340.93	90,000.00	90,000.00
4141.130 Admin Employee Benefits	8,732.71	642.79	7,069.03	13,400.00	13,400.00
4141.140 Admin Employee Retirement - GASB 68	1,160.49	1,061.33	2,178.79	4,700.00	4,700.00
4141.210 Admin Dues, Subs & Memberships	927.50	0.00	3,443.57	1,000.00	1,000.00
4141.220 Admin Public Notices	454.93	0.00	733.24	800.00	800.00
4141.230 Admin Clerk Training	95.00	0.00	135.00	900.00	900.00
4141.240 Admin Office/Administrative Expense	7,121.47	194.77	14,494.51	7,500.00	7,500.00
4141.250 Admin Equipment Expenses	7,447.40	230.69	5,774.92	7,500.00	7,500.00
4141.260 Admin Building & ground maintenance	7,640.36	255.74	2,025.07	1,000.00	1,000.00
4141.270 Admin Utilities	11,020.72	157.74	5,081.73	5,800.00	5,800.00
4141.280 Admin Telephone and Internet	7,614.00	511.88	7,266.58	15,000.00	15,000.00
4141.290 Admin Postage	1,703.02	267.80	2,703.15	3,000.00	3,000.00
4141.320 Admin Engineering/Professional Fees	77,125.80	965.25	29,162.09	20,000.00	20,000.00
4141.330 Admin Legal	28,346.38	0.00	56,828.15	28,000.00	28,000.00
4141.331 Admin Assessment legal fees	0.00	0.00	2,028.84	0.00	0.00
4141.340 Admin Accounting & Auditing	8,947.47	0.00	16,823.74	7,500.00	7,500.00
4141.350 Building Fees-Inspector	17,407.77	11,830.72	64,548.20	45,000.00	45,000.00
4141.360 Admin Education-General	0.00	0.00	247.83	0.00	0.00
4141.390 Admin Bank service charges	9,945.26	0.00	3,462.10	6,000.00	6,000.00
4141.410 Admin Insurance	10,365.20	0.00	6,088.77	11,000.00	11,000.00
4141.490 Admin Travel reimbursements	0.00	98.17	417.71	500.00	500.00
4141.500 Admin Weed abatement	1,063.00	0.00	0.00	1,500.00	1,500.00
4141.550 Admin Cares Act	56,334.53	0.00	0.00	0.00	0.00
4141.610 Bad debt expense	0.00	0.00	0.33	0.00	0.00
4170 Elections	0.00	0.00	2,288.46	1,500.00	1,500.00
4171 Contingency	0.00	0.00	0.00	30,000.00	30,000.00
Total Administrative	342,139.73	24,084.29	316,142.74	301,600.00	301,600.00
Total General government	350,296.34	24,891.69	332,025.64	311,800.00	311,800.00
Public safety					
Police					
4210.110 Police Salaries & Wages/Contract	11,340.00	0.00	13,200.00	15,000.00	15,000.00
4210.250 Police Expenditures	1.00	0.00	4,762.58	100.00	100.00
4253.250 Animal Control Supplies	62.90	0.00	63.25	100.00	100.00
Total Police	11,403.90	0.00	18,025.83	15,200.00	15,200.00
Fire					
4220.110 Fire Salaries & wages	21,813.71	1,590.00	27,233.05	22,000.00	22,000.00
4220.130 Fire Employee Benefits	1,656.24	374.84	4,611.47	1,700.00	1,700.00
4220.210 Fire Dues, subscriptions & memberships	0.00	0.00	355.00	0.00	0.00
4220.230 Fire Travel, Mileage & Cell	51.94	0.00	57.19	300.00	300.00
4220.240 Fire Office expenses	75.87	10.00	10.00	0.00	0.00
4220.250 Fire Equipment maintenance & repairs	628.45	202.00	2,009.47	300.00	300.00
4220.260 Fire Rent expense	763.85	0.00	0.00	850.00	850.00
4220.360 Fire Training	5.00	0.00	389.27	800.00	800.00
4220.450 Fire Small Equip/Supplies	1,034.47	0.00	638.00	1,200.00	1,200.00
4220.460 Fire Supplies-Fundraisers	0.00	0.00	489.71	200.00	200.00
4220.465 Fire Gear	11,614.49	0.00	1,062.79	2,500.00	2,500.00
4220.550 Fire Cares Act	15,429.00	0.00	0.00	0.00	0.00
4220.560 Fire Equipment Fuel	1,436.12	0.00	574.84	1,800.00	1,800.00
4220.610 Fire Principal	10,695.48	2,109.74	12,350.99	11,100.00	11,100.00
4220.620 Fire Interest	2,770.32	134.56	1,114.81	2,400.00	2,400.00
4220.740 Fire Capital outlay	0.00	0.00	27,500.00	5,000.00	5,000.00
4220.810 Fire Capital Contingency	0.00	0.00	0.00	35,000.00	35,000.00
Total Fire	67,974.94	4,421.14	78,396.59	85,150.00	85,150.00
Total Public safety	79,378.84	4,421.14	96,422.42	100,350.00	100,350.00
Highways and public improvements					

Town of Apple Valley
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Item 2.

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
Highways					
4410.110 Road Wages and Contract Labor	5,118.00	0.00	0.00	3,500.00	3,500.00
4410.130 Road Employee benefits	0.00	0.00	0.00	300.00	300.00
4410.380 Road Department Services	0.00	0.00	720.00	400.00	400.00
4410.450 Road Department Supplies	0.00	0.00	1,616.79	1,000.00	1,000.00
4410.550 Road Equipment Maintenance	2,858.90	0.00	3,029.05	10,000.00	10,000.00
4410.560 Road Equipment Fuel	641.28	0.00	1,589.88	5,400.00	5,400.00
4410.740 Road Capital outlay	14,592.90	0.00	0.00	51,000.00	51,000.00
4410.810 Road Principal	46,380.50	818.82	41,847.17	41,100.00	41,100.00
4410.820 Road Interest	26,809.02	61.55	30,626.41	35,000.00	35,000.00
4415.110 Public Works Wages and Contract Labor	1,530.00	0.00	0.00	2,500.00	2,500.00
4415.130 Public Works Employee benefits	2.30	0.00	0.00	200.00	200.00
4415.320 Public Works Engineering/Professional Fees	0.00	0.00	0.00	40,000.00	40,000.00
4415.450 Public Works Supplies	450.88	0.00	3,799.22	3,500.00	3,500.00
4415.550 Public Works Equipment Maintenance	58.96	0.00	1,435.48	500.00	500.00
4415.560 Public Works Equipment fuel	250.00	0.00	(52.00)	500.00	500.00
4415.570 Public Works Travel Reimbursement	0.00	0.00	0.00	200.00	200.00
4415.710 Public Works Principal	14,380.50	0.00	14,919.85	16,000.00	16,000.00
4415.720 Public Works Interest	1,679.50	0.00	1,140.15	2,500.00	2,500.00
4415.810 Public Works Contingency	0.00	0.00	0.00	35,000.00	35,000.00
Total Highways	114,752.74	880.37	100,672.00	248,600.00	248,600.00
Sanitation					
4420.460 Solid Waste Service	41,799.40	0.00	44,552.62	44,500.00	44,500.00
Total Sanitation	41,799.40	0.00	44,552.62	44,500.00	44,500.00
Total Highways and public improvements	156,552.14	880.37	145,224.62	293,100.00	293,100.00
Parks, recreation, and public property					
Parks					
4540.110 Park/Rec Wages and Contract Labor	5,110.00	0.00	2,755.00	6,000.00	6,000.00
4540.130 Park/Rec Employee benefits	0.00	0.00	0.00	1,000.00	1,000.00
4540.250 Park/Rec Department Expenses	1,015.00	0.00	0.00	0.00	0.00
4540.460 Park/Rec Community events supplies	0.00	0.00	157.85	0.00	0.00
4540.740 Parks Capital outlay	9,967.58	0.00	4,586.00	12,000.00	12,000.00
Total Parks	16,092.58	0.00	7,498.85	19,000.00	19,000.00
Total Parks, recreation, and public property	16,092.58	0.00	7,498.85	19,000.00	19,000.00
Transfers					
4804 Transfer to Fund Balance	0.00	0.00	0.00	13,563.00	13,563.00
4805 Transfer to capital projects	0.00	0.00	0.00	40,000.00	40,000.00
4807 Transfer to Assigned Balance - Fire Impact Fees	0.00	0.00	0.00	2,000.00	2,000.00
4809 Transfer to Assigned Balance - Roadway Impact Fee	0.00	0.00	0.00	18,000.00	18,000.00
4810 Transfer to Assigned Balance -Storm Water Imp Fee	0.00	0.00	0.00	15,000.00	15,000.00
4811 Transfer to Assigned Balance - Parks & Rec Fees	0.00	0.00	0.00	6,000.00	6,000.00
Total Transfers	0.00	0.00	0.00	94,563.00	94,563.00
Total Expenditures:	602,319.90	30,193.20	581,171.53	818,813.00	818,813.00
Total Change In Net Position	358,158.90	16,826.91	173,121.81	0.00	0.00



APPLE VALLEY TOWN COUNCIL

1777 N Meadowlark Dr, Apple Valley
Wednesday, October 20, 2021 at 5:00 PM

MINUTES

Mayor | Dale Beddo |

Council Members | Kevin Sair | Paul Edwardsen | Mike McLaughlin | Marty Lisonbee |

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

The meeting was called to order at 5:01 PM.

PRESENT

Mayor Dale Beddo

Councilmember Michael McLaughlin

Councilmember Paul Edwardsen

Councilmember Kevin Sair

Councilmember Lisonbee arrived at the meeting at 5:06 PM.

DECLARATION OF CONFLICTS OF INTEREST

Mayor Beddo declared that he knew the applicant and was good friends with him for Item 2.

“DISCUSSION AND POSSIBLE ACTION ON ZONE CHANGE APPLICATION FOR SMITHSONIAN ESTATES, APPLICANT LADD MACDONALD FOR LOT AV-1329-B.”

MAYOR'S TOWN UPDATE

Mayor Beddo said he would save his update for later in the agenda.

DISCUSSION AND ACTION

1. DISCUSSION AND POSSIBLE ACTION ON JEPSON CANYON DEVELOPMENT AGREEMENT.

Mayor Beddo discussed some terms of the development agreement with the Jepson Canyon. Mayor Beddo explained that the gray water is owned by the district and asked Hank Isakson if that is his understanding. Hank Isakson agreed.

Mayor Beddo presented more details about the development agreement. Mayor Beddo said that the Town attorney suggested approving the agreement contingent on removing sections regarding greywater and further review of the attorney.

Mayor Beddo expressed reservations about approving a metal tank instead of a concrete tank. He discussed that the surety of the quality of the tank over time has not been demonstrated.

Hank Isaksen explained that they would like to build part of the tank and then add to it later, rather than two tanks.

Councilmember Lisonbee asked how the addition to the tank happens later with residents on the system. The council members discussed how the tank liners work and how replacement works.

Councilmember Lisonbee asked about funding. Hank Isaksen explained that financing is not complete yet.

Lisonbee mentioned that if phase II does not come the town needs to be able to rely on the tank that is funded during phase I.



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The Councilmembers had a discussion about the options for tanks and sizes relating to the Jepson Canyon development.

Hank Isaksen suggested that a sewer treatment plant be required in phase II instead of phase I. The council members informally agreed that it would be agreeable.

Councilmember Sair asked when the roads are dedicated. Sair also asked about a section of the contract regarding obligations of lots sold.

Councilmember Sair asked what other uses besides a golf course the secondary water would be used for.

Mayor Beddo motioned that the agreement is approved conditioned on the attorney removing any language regarding effluent water being credited to the developer.

Motion made by Mayor Beddo, Seconded by Councilmember Lisonbee.

Voting Yea: Mayor Beddo, Councilmember McLaughlin, Councilmember Edwardsen, Councilmember Sair, Councilmember Lisonbee

Motion 5-0. Motion carries.

2. DISCUSSION AND POSSIBLE ACTION ON ZONE CHANGE APPLICATION FOR SMITHSONIAN ESTATES, APPLICANT LADD MACDONALD FOR LOT AV-1329-B.

Item number two was tabled by Mayor Beddo because the planning commission has not had a chance to take action on it. Mayor Beddo discussed the application as an informational report.

3. DISCUSSION AND POSSIBLE ACTION ON PRELIMINARY PLAT APPLICATION FOR SMITHSONIAN ESTATES, APPLICANT LADD MACDONALD FOR LOT AV-1329-B.

Tabled.

4. DISCUSSION AND POSSIBLE ACTION ON KNOLLWOOD RV LLC DEVELOPMENT AGREEMENT.

Daniel Tygard is present at the meeting representing Knollwood RV LLC.

Mayor Beddo: There were a couple of issues that have come up. There have been some questions regarding the validity of this project, whether it received a zone change or preliminary/final site plan approval. Questions re: improperly sold. Mayor Lisonbee has since corrected that allegation of incorrectly sold. Big ticket item for My. Tygard is for our access lane on to Highway 59 in the agreements. He asks for one year extension from the time he received his Certificate of Occupancy to put that in. I reminded him this afternoon that we have approved this project largely subject to that lane going in because we removed the access through Chevron parking lot. He understands that and agrees to change the verbiage on section 1 where it says "If no plans for future development are in place by the time Knollwood85, LLC has been issued a certificate of occupancy, Knollwood85, LLC has up to 1 calendar year to finish the highway improvement. Knollwood 85, LLC acknowledges that it has 1 year from the time UDOT issues a Conditional Access Permit to complete the highway improvement." Change to "Certificate of Occupancy will not be granted until Highway Improvements 59 are completed"

Councilmember McLaughlin said that he does not like the provision about reimbursing any costs associated with the sewer system. Councilmember McLaughlin explained his concerns further.



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The applicant explained that the system is comprehensive and costly.

Councilmember McLaughlin explained that it will likely be 10 to 15 years if the town ever does. Mayor Beddo explained that likely it would be after the end of the useful life of the system.

The applicant and the council discussed the options regarding the cost reimbursement part of the contract.

Mayor Beddo made motion that we approve the Developer Agreement subject to the verbiage change granted approved by Town Attorney approval to change:

Section 1 DELETE "If no plans for future development are in place by the time Knollwood85, LLC has been issued a certificate of occupancy, Knollwood85, LLC has up to 1 calendar year to finish the highway improvement. Knollwood 85, LLC acknowledges that it has 1 year from the time UDOT issues a Conditional Access Permit to complete the highway improvement."

CHANGE to "No certificate of occupancy will be issued until the change lane is constructed and approved by UDOT."

Section 2 DELETE "If the Town of Apple Valley requires Knollwood 85, LLC to connect the RV parks' septic system to its sewer system, The Town of Apple Valley will reimburse Knollwood, LLC the costs for design and construction to connect to the town's sewer system. Reimbursement of these costs will come in the form of credits to Knollwood85, LLC's future sewer utility bills."

Motion made by Mayor Beddo, Seconded by Councilmember Lisonbee.

Voting Yea: Mayor Beddo, Councilmember McLaughlin, Councilmember Edwardsen, Councilmember Sair, Councilmember Lisonbee

Motion 5-0. Motion carries.

5. DISCUSSION AND POSSIBLE ACTION ON ZONE CHANGE APPLICATION FROM SF-1 TO RE-10, APPLICANT LILETTE WILSON FOR LOT AV-1311-U.

Lilette Wilson (the applicant) was invited to speak. The Council and the applicant discussed the animals allowed in zone RE-10. Mayor Beddo explained that the application is for RE-10 despite any discussions that have occurred.

Mayor Beddo explained that RE-10 does not allow for commercial agriculture. Mayor Beddo explained that anything that is grown and sold would require a different zone. The applicant said that he understands.

The applicant said he would come in and ask for a rezone if he ever decided to do commercial agriculture. Councilmember Lisonbee explained the requirements of RE-10 and that certain things would not be allowed. The applicant discussed some plans for use of the property.

The Mayor explained that the applicant is in violation for well drilling and storing trailers and has been informed. The Mayor invited the applicant to come into the office and workout the issues.

Mayor Beddo made motion to approve the rezoning application with the clarification that the word, "Agriculture" be removed from the application to avoid confusion.

Motion made by Mayor Beddo, Seconded by Councilmember Sair.



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Voting Yea: Mayor Beddo, Councilmember McLaughlin, Councilmember Edwardsen, Councilmember Sair, Councilmember Lisonbee

Motion 5-0. Motion carries.

6. DISCUSSION AND POSSIBLE ACTION ON PRELIMINARY PLAT APPLICATION FOR LOT AV-1-3-5-211, APPLICANT ALLRED HEBER.

Mayor Beddo said that the application has been approved by the Planning Commission and JUC. Mayor Beddo said that there was a concern about the alignment of the application with the general plan. Mayor Beddo explained that the general plan is a guideline, not a legal requirement. Mayor Beddo opened this point up for discussion with the Council. Mayor Beddo also mentioned that the final plat will need to accommodate road access and may require the applicant to remove a few lots.

Councilmember Edwardsen asked what the number would need to be in order to constitute a significant deviation from the general plan.

Councilmember Lisonbee said he does not have a problem with what the applicant is doing, but he does not like the density.

Councilmember McLaughlin said he does not like the density either and mentioned a traffic safety issue. The applicant's engineer mentioned that a median would help mitigate that problem.

Councilmember Lisonbee said that the density is a little higher than what was planned; however, Cedar Point has a similar density and it looks ok.

Mayor Beddo asked what the total density per acre is. The applicant's engineer said it is 1.75 units per acre. Mayor Beddo explained that the density is low compared to Hurricane or neighboring communities. Mayor Beddo explained that he has been discussing with the developer the possibility of lowering the density.

Councilmember Sair said he would not like to make a motion to approve because, "it is too tight."

Councilmember Lisonbee mentioned he would feel better at 1 acre. Mayor Beddo made a motion to approve the preliminary plan. No second. Motion Failed.

Councilmember Lisonbee motioned that item to be tabled until the applicant moves to a 1-acre lot. Motion made by Councilmember Lisonbee, Seconded by Councilmember Sair.

Voting Yea: Mayor Beddo, Councilmember McLaughlin, Councilmember Edwardsen, Councilmember Sair, Councilmember Lisonbee

Motion 5-0. Motion carries.

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Mayor Beddo explained that the "massive whole" notice went out without the consent of the council, the district, or the mayor's office. Mayor Beddo explained the process for declaring emergencies. Mayor Beddo



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explained that Chief Zolg. and Cpt. Walters went door to door declaring the emergency. Mayor Beddo explained the Chief Zolg and Cpt. Walters were terminated.

PUBLIC COMMENTS

Public Comments opened by Mayor Dale Beddo.

Robin Hendrick-1758 N Cartland Dr- Stated that there is nothing in the contract with Jepsen regarding the date of the water rights required. She also expressed concerns that there are requirements to provide water that the town may not be able to safely yield. She expressed that the town should not sign the contract.

Public Comments Closed by Mayor Beddo.

REQUEST FOR A CLOSED SESSION- None

ADJOURNMENT

The meeting was adjourned at 6:25 PM.

Motion made by Mayor Beddo, Seconded by Councilmember Sair.

Voting Yea: Mayor Beddo, Councilmember McLaughlin, Councilmember Edwardsen, Councilmember Sair, Councilmember Lisonbee

Date Approved: _____

Approved BY: _____

Mayor |

Attest BY: _____

Town Clerk-Recorder | Jenna Vizcardo



APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 18, 2022 at 6:30 PM

MINUTES

Mayor | Frank Lindhardt |

Council Members | Andy McGinnis | Barratt Nielson | Kevin Sair | Robin Whitmore |

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ PRAYER/ ROLL CALL

Mayor Lindhardt called meeting to order at 6:30 pm

Prayer led by Council Member Sair

PRESENT

Mayor Frank Lindhardt

Council Member Kevin Sair

Council Member Robin Whitmore

Council Member Andy McGinnis

Council Member Barratt Nielson

DECLARATION OF CONFLICTS OF INTEREST

None declared.

CONSENT AGENDA

1. Disbursement Listing--04/01/2022-04/30/2022
2. Budget Report-- 07/01/2022-04/30/2022

Mayor Lindhardt states that overall, we are in good shape. Councilmember Sair states he has just started ordering road supplies. Correction Budget Report on Agenda Item # 2 (07/01/2021-04/30/2022). The agenda item was listed as Budget Report-- 07/01/2022-04/30/2022 and correction on Budget Report on Agenda Item # 2--**07/01/2021-04/30/2022**.

Motion to approve Disbursement Listing 04/01/22 -04/30/22 and Budget Report 07/01/2021-04/30/22.

Motion made by Council Member Whitmore, Seconded by Council Member Sair.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

MAYOR'S TOWN UPDATE

Mayor Lindhardt has no updates at this time.

Council Member Whitmore thanked those involved with the recent park clean up that took place last Monday.



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PUBLIC COMMENTS

Rich Ososki 1024 Little Pinion Way: He has two questions about building permit re: septic approval. Questions is do you need an approved set of plans for Septic Tank Approval prior to building permit approval and what is required to tie into the water. Councilmember Sair states they will look into it.

Denise Pilkington 1333E Big Pinion Lane: Has questions about the water situation. The next thing is on the impact fees. Are the impact fees being paid by the builders. Do we have copies of the impact fees. Does believe they help the community. Copies of Town and State approvals for each house, does the state have all their approvals. Want to make sure everyone is above board. Mayor Lindhardt states will be happy to meet re: these generic questions.

Peter Smith 824 W Foothill Dr: Concern of over excavations on new development. What is the required code. See new construction not following through. If it's code, why are we not enforcing this. Mayor Lindhardt states willing to spend time and answer questions. It is based on soil report and varies from lot to lot.

Tom Turner 852 W Smithsonian Way: Question on will serve letter. Asked about getting his will serve letter approval. Asked clarification on standby fees.

Tim Farr 981 W Smithsonian Way: In gooseberry mesa re: approval of cabins. Mayor Lindhardt states anything under 200 feet typically doesn't need building permit.

Lawrence Howard 350 N 2630 W, La Verkin: Looking at piece of property outside of town on Coyote Rd. Mayor Lindhardt states would be happy to get with him when he gets back from vacation.

Motion made to close public comments.

Motion made by Council Member Sair, Seconded by Council Member Whitmore.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

DISCUSSION AND ACTION

3. Open bids and award contract for Building Inspector Services.

Recorder Jenna Vizcardo gave two closed bids to Mayor Lindhardt to open.

Robin asks about being a certified Building Inspector. Mr. Kyle Layton one of the applicants is here.

Mayor Lindhardt asks Councilmember Nielson do we have to have someone who is a certified building official. Councilmember McGinnis asks about the red tag process of the county of Washington to Mr. Layton.

Councilmember Nielson asks for clarification on the building official title. Mayor Lindhardt states he is uncomfortable with one RFP being in contract format. Councilmember reads qualifications of Mr. Layton. Mr. Layton states he is familiar with enforcing town codes.



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Mayor Lindhardt asks whether to postpone or move forward. Councilmember Nielson wants to research and have a little more time before making this decision.

Table to next Town Council Meeting.

Motion made by Council Member Sair, Seconded by Council Member Whitmore.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

4. Zone Change Application for AV-1329-B from OST to SF-1.0; Applicant Ladd Macdonald. Planning Commission Recommended Denial On 12.1.21. Tabled By Applicant On 1.27.22, 3.17.22, 4.21.22.

Mayor Lindhardt states the application was withdrawn at request of applicant's attorney. An email is on file.

5. Appointment to the Southwest Mosquito Abatement and Control District--Resolution R-2022-21. Tabled from meeting on April 21, 2022.

Motion to appoint Margaret Ososki to Southwest Mosquito Abatement and Control District--Resolution R-2022-21.

Motion made by Council Member Sair, Seconded by Council Member Whitmore.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

6. Update 10.28.200 Dumping, Storing or Disposal--O-2022-17

Planning Commission approved changes on 2/3/22 as written recommended approval.

Mayor Lindhardt states this has already gone to Planning Commission and Town Council. Recorder Vizcardo clarifies that this has been approved at Planning Commission only approving changes on 2/3/22 as written recommended approval.

Councilmember Sair asks about definition of junk. Mayor Lindhardt states there are other ordinances that discuss shipping containers more in detail. He states striking shipping containers out of this ordinance and revise the other shipping container. Councilmember Nielson makes comment about being too restrictive and Mayor Lindhardt asks what about modifying wording to the front yard.

Mayor Lindhardt makes suggestion to send back to Planning Commission with instructions of concerns about front yards facing the street and other add description for personal property. Mayor Lindhardt states we need to tell Planning Commission to work up definitions for some of those things. Town Administrator, Jauna McGinnis: We have an ordinance that covers definition of junk.



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Motion made to send back Ordinance-O-2022-17 to Planning Commission

Mayor Lindhardt suggested to send back to Planning Commission with instructions to focus on front of yard and define what junk is and remove shipping containers since it will be addressed elsewhere.

Motion made by Council Member Sair, Seconded by Council Member McGinnis.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

7. **Adopt 10.28.280 Time Restriction on Completion of The Exterior of Buildings--O-2022-18**

Planning Commission recommended approval. Town Council approved on 2/17/22. This is to Adopt the Ordinance.

Motion to adopt 10.28.280 Time Restriction on Completion of The Exterior of Buildings-Ordinance-O-2022-18

Motion made by Council Member Sair, Seconded by Council Member McGinnis.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

8. **Update 11.02.040 Necessity Of Plat; Exemption From Plat Requirements--O-2022-20**

Planning Commission recommended approval. Town Council approved on 2/17/22. This is to Adopt the Ordinance.

Motion to adopt 11.02.040 Necessity Of Plat; Exemption From Plat Requirements - Ordinance-O-2022-20

Motion made by Council Member Sair, Seconded by Council Member McGinnis.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

9. **Adopt 10.28.290 Building Permit Expiration and Renewal--O-2022-21**

Planning Commission recommended approval. Town Council approved on 2/17/22. This is to Adopt the Ordinance.

Mayor Lindhardt states this is a complete copy from the building code. This is to adopt and make visible in Town Code.



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Motion to Adopt 10.28.290 Building Permit Expiration and Renewal-Ordinance-O-2022-21 ok changes: on page 1 add sentence: Fees may be waived at the discretion of the Building Department.

Motion made by Council Member Sair, Seconded by Council Member McGinnis.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

10. Update 11.02.020 Scope and Limitations--O-2022-22

PC recommended approval. TC approved on 2/17/22. This is to Adopt the Ordinance.

Motion to adopt 11.02.020 Scope and Limitations-Ordinance-O-2022-22

Motion made by Council Member McGinnis, Seconded by Council Member Sair.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

11. Update 11.08.040 Street Improvements--O-2022-23

PC recommended approval. TC approved on 2/17/22. This is to Adopt the Ordinance.

Motion to adopt 11.08.040 Street Improvements amendments-Ordinance-O-2022-23

Motion made by Council Member Sair, Seconded by Council Member McGinnis.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

12. Application to Appear Before Town Council to discuss code violations.

Rich Ososki 1023 W Little Pinion Way

Read Statement: May 18, 2022

"TO: Mayor and Town Council members FROM: Richard Ososki

SUBJECT: Code Enforcement for agenda

I want to thank the Town Council for allowing me to address Code Enforcement. When we first moved to AV 12 years ago, the administration, at that time, was supportive in their efforts to enforce the codes for a total of 8 years. Since then, AV has had 5 different mayors in little over 4 years. What has suffered the most during that time were the codes and enforcement to the residents. Unfortunately, development was a priority. I know because during one of these administrations I was a volunteer Code Enforcer and united were not. There are a number of residents, including myself, that would like this administration apply the Town codes equally and in a timely and give a disposition of the results. The days are gone when you can say "it's my property I can do what I please" without any thought



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about your neighbor or any consequence. A good example would be motion detector lighting, noise, or animals you may have. There is a silent majority that want some type of structure and codes. This was evident at the last election. Since the previous administrations passed a number of developments, the codes will need to be updated on a regular basis as growth continues. This is for the protection of our town and neighbors. Whether you like it or not, with any town, city municipality there are rules. As the town grows so will the codes. As for me I am willing to invest in the future of AV, even at the cost of new codes if it improves my life along with my property values. Without any type of code enforcement, the residents that live on dirt roads have to put up with speeders, ATV spinning circles, ruining what little road base we have. The dirt roads are now becoming a health hazard to residents because of the drought and lack of rain. Two previous administrations passed ATV codes but again they are not enforced. My question to the Mayor and TC members, are you going to move forward with AV's future by controlling growth and protect our water source and enforcing the codes on the books or are you going to let a few, who complain the loudest, dictate what the future of AV should look like?"

Mayor Lindhardt would like to speak openly. See what the other counties and other cities have. His own thoughts are we don't have the funds. He feels that Nuisance Complaints should be done on a neighborhood complaint basis. But if you don't live in the neighborhood, it wouldn't make sense for someone to complain. Discussed taking code violation from criminal to civil penalty. Mayor Lindhardt states we have sent out letters. Mayor Lindhardt states we do intend to enforce all of our ordinances.

13. Add Town Administrator as check signer for SBSU accounts.

Motion to add Town Administrator, Jauna McGinnis as check signer for SBSU accounts.

Motion made by Council Member Nielson, Seconded by Council Member Whitmore.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

14. Purchasing Policy Repeal and Replace. --Resolution-R-2022-29

Motion to accept Resolution-R-2022-29, Purchasing Policy Repeal and Replace.

Motion made by Council Member Sair, Seconded by Council Member McGinnis.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

15. Add Authorized Individuals on PTIF Accounts--Resolution R-2022-30

Motion to Add Authorized Individuals, Treasurer, Robin Whitmore and Town Administrator, Jauna McGinnis on PTIF Accounts--Resolution R-2022-30



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Motion made by Council Member Sair, Seconded by Council Member Whitmore.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

16. Adoption of FY2023 Tentative Budget, and set Public Hearing date.

Motion adopt FY2023 Tentative Budget, and set Public Hearing date for June 15th.

Motion made by Council Member Sair, Seconded by Council Member McGinnis.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

Motion to add Organizational structure of Big Plains Water and Sewer Special Service District to next Town Council Meeting

Motion made by Council Member Whitmore, Seconded by Council Member McGinnis.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

REQUEST FOR A CLOSED SESSION

Motion to go into closed session to discuss pending litigation.

Motion made by Council Member Whitmore, Seconded by Council Member Sair.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

ADJOURNMENT

Adjourn at 8:28pm

Motion made by Council Member Nielson, Seconded by Council Member Whitmore.

Voting Yea: Mayor Lindhardt, Council Member Sair, Council Member Whitmore, Council Member McGinnis, Council Member Nielson

The vote was unanimous and the motion carried.

Date Approved: _____

Attest BY: _____

Recorder | Jenna Vizcardo

Approved BY: _____

Mayor | Frank Lindhardt

PUBLIC HEARING NOTICE

Town of Apple Valley

The Town of Apple Valley will hold the following Public Hearing on the 15th day of June, 2022 during a regular meeting that will be held at the Town Hall, 1777 N. Meadowlark Drive, Apple Valley, Utah beginning at 6:30 pm.

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 will be allowed to comment during the meeting via Zoom or by calling in. Meeting details and dial in phone numbers will be provided when the agenda for the meeting is published on the Town website or via <https://www.utah.gov/pmn>.

Interested persons are encouraged to attend public hearings or present their views in writing at least 48 hours prior to the meeting.

A public hearing will be held for the following:

PROPOSED FISCAL YEAR 2023 BUDGET AMENDMENTS TO FISCAL YEAR 2022 BUDGET

Copies may be obtained at the Apple Valley Town Hall, the Utah Public Meeting Notice website <http://pmn.utah.gov>, or the Town website www.applevalleyut.gov

CERTIFICATE OF POSTING I, Jenna Vizcardo, as duly appointed Recorder for the Town of Apple Valley, hereby certify that copies of the notice of meeting were posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website <http://pmn.utah.gov>, the Town website www.applevalleyut.gov, and sent to The Spectrum on the 26th day of May, 2022.

Dated this 26th day of May, 2022

Jenna Vizcardo, Recorder
Town of Apple Valley

THE PUBLIC IS INVITED TO ATTEND ALL SSD BOARD MEETINGS

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

Town of Apple Valley

**Budgeting Worksheet-ADOPTED TENTATIVE BUDGET AND
AMENDED BUDGET FOR HEARING**

<u>10 GENERAL FUND</u>	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Proposed Amended Budget	2023 Proposed Budget	Worksheet Notes
REVENUE									
Taxes									
3110 General property taxes-current	67,975	70,677	105,007	104,098	129,071	111,933	132,000	111,933	Still waiting on certified tax rate.
3120 Prior year's taxes-delinquent	9,839	10,460	12,804	8,000	5,139	8,000	8,000	8,000	
3130 General sales and use taxes	86,426	99,678	105,307	85,000	94,237	130,000	130,000	130,000	
3140 Energy and communication taxes	13,856	14,771	15,889	34,200	17,038	35,000	35,000	35,000	
3150 RAP Tax	8,446	10,052	10,459	9,000	14,642	13,000	15,500	13,000	
3160 Transient Taxes	0	659	1,979	1,500	5,747	3,500	6,550	6,550	
3170 Fee in lieu of personal property taxes	6,760	10,142	8,634	8,500	1,585	8,400	8,400	8,400	
3180 Fuel Tax Refund	0	0	119	0	0	0	0	0	
3190 Highway/Transit Tax	0	0	0	9,600	10,097	9,600	12,550	12,550	
Total Taxes	193,301	216,439	260,197	259,898	277,556	319,433	348,000	325,433	
Licenses and permits									
3210 Business licenses	3,505	4,113	2,775	3,400	7,350	3,400	8,000	8,000	
3221 Building Permits-Fee	69,529	47,301	34,309	15,091	64,908	80,000	80,000	75,000	Based on 30 permits
3222 Building Permits-Non Surcharge	0	0	4,295	2,264	9,166	3,500	10,500	11,250	
3223 Building permit - HCP Valuation	-11	9,669	1,732	0	3,724	0	4000	0	
3224 Building Permits Surcharge	272	347	1,178	0	332	0	1000	750	
3225 Animal licenses	1,570	1,340	970	700	420	500	500	400	
3430 Assessment fee income	53,045	2,006	0	0	0	0	0	0	
Total Licenses and permits	127,910	64,775	45,258	21,455	85,900	87,400	104,000	95,400	
Intergovernmental revenue									
3342 Fire Dept-State Wildland Grant	0	0	0	10,000	0	0	0	10,000	
3356 Class C" road allotment"	93,477	63,285	80,259	72,000	57,578	82,000	82,000	82,000	
3358 Liquor control profits	758	1,171	697	800	756	800	800	800	
3370 State Grants	17,431	0	0	45,000	13,237	45,000	45,000	0	
3371 State Highway Grants	0	0	0	0	0	0	0	0	
3373 CARES Revenue	0	0	0	0	0	0	0	0	
Total Intergovernmental revenue	111,665	64,456	80,956	127,800	71,571	127,800	127,800	92,800	

Town of Apple Valley

**Budgeting Worksheet-ADOPTED TENTATIVE BUDGET AND
AMENDED BUDGET FOR HEARING**

<u>10 GENERAL FUND</u>	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Proposed Amended Budget	2023 Proposed Budget	Worksheet Notes
Charges for services									
3230 Special Event Permit	0	0	0	0	3,000	0	3000	3000	
3410 Clerical services	22,800	25,323	21	0	160	100	200	150	
3415 SSD Payroll Services	50,400	48,566	0	30,000	0	0	0	0	
3416 Other Interdepartmental Charges	0	0	4,903	0	0	10,000	10,000	16,000	
3420 Fire Department Contracts	0	2,000	300	0	0	0	0	0	
3431 Zoning and subdivision fees	7,580	17,105	33,854	15,000	54,045	30,000	60,000	40,000	Includes Consultant Fees
3440 Solid waste	38,228	40,815	42,442	48,750	41,856	48,800	50,850	53,350	
3441 Storm Drainage	28,470	35,399	37,778	38,880	35,353	38,880	42,800	42,800	
3461 GRAMA requests	105	36	0	0	0	200	200	200	
3470 Park and recreation fees	20	60	55	0	0	100	100	100	
3615 Late charges/Other Fees	11,297	21,026	-2,307	2,000	1,455	2,000	2,000	2,000	
Total Charges for services	158,900	190,330	117,045	134,630	135,869	130,080	169,150	157,600	
Fines and forfeitures									
3510 Fines	3,212	6,000	5,360	4,800	7,757	4,800	8,000	1,000	
Total Fines and forfeitures	3,212	6,000	5,360	4,800	7,757	4,800	8,000	1,000	
Interest									
3610 Interest earnings	1,207	2,676	5,493	4,800	2,056	4,800	2,300	2,300	
Total Interest	1,207	2,676	5,493	4,800	2,056	4,800	2,300	2,300	
Miscellaneous revenue									
3640 Sale of capital assets	0	26,182	650	2,000	0	0	0	0	
3670 Debt proceeds	0	77,000	48,074	0	0	0	0	0	
3690 Sundry revenue	64	1	420	0	3,888	1,000	4,500	2,800	
3692 Fire department fundraisers	100	2,636	947	800	1,166	1,300	1,300	2,000	
3697 Park department fundraisers	351	819	884	800	0	800	800	800	
3801.1 Impact fees - Fire	1,298	2,589	767	472	19,471	2,000	20,000	25,320	
3801.2 Impact fees - police	0	0	0	0	2,622	0	0	0	
3801.3 Impact fees - roadways	11,308	10,014	6,682	4,112	59,034	18,000	65,000	79,800	
3801.6 Impact fees - storm water	3,784	2,924	2,728	1,376	34,763	15,000	45,000	86,550	

Town of Apple Valley

**Budgeting Worksheet-ADOPTED TENTATIVE BUDGET AND
AMENDED BUDGET FOR HEARING**

		2020	2021	2021	2022	Original	Proposed	2023	
	2019 Actual	Actual	Actual	Budget	Actual	Budget	Amended	Proposed	Worksheet Notes
10 GENERAL FUND							Budget	Budget	
3801.7 Impact fees - parks, trails, OS	3,102	2,115	1,833	1,128	16,816	6,000	17,000	21,750	
Total Miscellaneous revenue	20,007	124,280	62,984	10,688	137,760	44,100	153,600	219,020	
Contributions and transfers									
3802.2 Contributions - public safety	0	0	0	0	0	300	300	0	
3802.7 Contributions - parks and recreation	500	594	100	0	0	100	100	0	
3802.8 Contributions - Contingency	0	0	0	0	0	100,000	30,000	0	
3890 Fund balance appropriation	0	0	0	15,000	0	0	0	15,000	For use of impact fees for metal building
Total Contributions and transfers	500	594	100	15,000	0	100,400	30,400	15,000	
Total Revenue:	616,701	669,550	577,394	579,071	718,469	818,813	943,250	908,553	
EXPENDITURES									
General government									
Council									
4111.110 Council Salaries and wages	17,250	17,031	8,311	17,200	13,775	5,000	14,000	21,000	
4111.130 Council Employee benefits	10,866	9,962	2,610	1,316	1,301	700	1,500	2,410	
4111.210 Council Travel Reimbursement	0	0	453	2,040	0	2,100	2,100	1,500	
4111.220 Council Training	0	0	1,630	1,850	0	1,900	1,900	1,500	
4111.610 Council Donations and discretionary spending	3,260	1,344	0	500	0	500	500	500	
Total Council	31,376	28,337	13,004	22,906	15,076	10,200	20,000	26,910	
Administrative									
4141.110 Admin Salaries and Wages	68,620	87,583	91,128	85,000	75,474	90,000	90,000	99,445	If finance director & administrator had stayed, 2022 actual would have been around \$43,000 more(\$111K total)
4141.130 Admin Employee Benefits	17,347	19,568	7,444	13,403	6,426	13,400	13,400	11,377	
4141.140 Admin Employee Retirement - GASB 68	8,502	6,454	4,272	4,616	1,118	4,700	4,700	13,553	
4141.210 Admin Dues, Subs & Memberships	960	1,135	1,257	700	3,444	1,000	3,500	1,500	
4141.220 Admin Public Notices	922	1,251	1,290	800	598	800	1200	800	

Town of Apple Valley

**Budgeting Worksheet-ADOPTED TENTATIVE BUDGET AND
AMENDED BUDGET FOR HEARING**

		2020	2021	2021	2022	Original	Proposed	2023	
<u>10 GENERAL FUND</u>	2019 Actual	Actual	Actual	Budget	Actual	Budget	Amended Budget	Proposed Budget	Worksheet Notes
4141.230 Admin Clerk Training	1,192	0	1,299	900	135	900	900	500	
4141.240 Admin Office/Administrative Expense	4,302	5,126	4,688	3,550	12,516	7,500	18,000	5,000	
4141.250 Admin Equipment Expenses	456	5,134	5,924	5,048	5,239	7,500	5,500	2,000	
4141.260 Admin Building & ground maintenance	1,790	2,379	1,027	1,000	1,769	1,000	2,000	1,500	
4141.270 Admin Utilities	2,641	4,365	5,987	4,430	4,924	5,800	5,800	5,800	
4141.280 Admin Telephone and Internet	2,943	4,518	16,834	10,646	6,421	15,000	10,000	4,800	
4141.290 Admin Postage	823	1,149	1,899	2,970	2,435	3,000	3,000	3,000	
4141.320 Admin Engineering/Professional Fees	1,625	36,457	7,975	55,000	36,210	20,000	40,000	20,000	
4141.330 Admin Legal	20,154	13,078	5,644	55,000	56,828	28,000	60,000	25,000	
4141.331 Admin Assessment legal fees	37,409	6	0	0	2,029	0	0	0	
4141.340 Admin Accounting	4,125	7,512	12,868	4,000	16,824	7,500	17,000	7,500	Audit only-No contractual Accounting
4141.350 Building Fees-Inspector/85% Surcharge	0	0	20,656	13,151	52,717	45,000	57,000	35,000	
4141.360 Admin Education-General	1,109	1,462	0	0	248	0	500	500	
4141.390 Admin Bank service charges	1,820	2,301	2,902	3,600	3,462	6,000	4,600	4,600	
4141.410 Admin Insurance	12,011	10,987	10,129	10,000	6,089	11,000	7,000	7,000	
4141.490 Admin Travel reimbursements	4,284	5,208	760	500	320	500	500	500	
4141.500 Admin Weed abatement	0	0	387	0	0	1,500	1,500	1,500	
4141.550 Admin Cares Act	0	0	0	0	0	0	0	0	
4141.610 Bad debt expense	37	0	0	0	0	0	0	0	
4141.740 Admin Capital outlay	0	2,068	1,060	0	0	0	0	0	
4170 Elections	0	1,885	0	0	2,289	1,500	2,500	0	
4171 Contingency	0	0	0	0	0	30,000	0	0	
Total Administrative	193,073	219,627	205,429	274,314	297,515	301,600	348,600	250,875	
Total General government	224,450	247,964	218,433	297,220	312,591	311,800	368,600	277,785	
Public safety									
Police									
4210.110 Police Salaries & Wages/Contract	10,848	9,522	1,080	15,000	13,200	15,000	13,250	15,000	\$3,750/QTR
4210.130 Police Employee benefits	830	736	83	0	4763	0	4800	0	

Town of Apple Valley

**Budgeting Worksheet-ADOPTED TENTATIVE BUDGET AND
AMENDED BUDGET FOR HEARING**

		2020	2021	2021	2022	Original	Proposed	2023	
	2019 Actual	Actual	Actual	Budget	Actual	Budget	Amended	Proposed	Worksheet Notes
10 GENERAL FUND							Budget	Budget	
4210.230 Police Travel & mileage	1,436	628	0	0	0	0	0	0	
4210.250 Police Expenditures	0	0	0	0	0	100	100	0	
4210.470 Police Building Permits	39,861	35,999	0	0	0	0	0	0	
4253.250 Animal Control Supplies	60	64	63	100	63	100	100	100	
Total Police	53,034	46,949	1,225	15,100	18,026	15,200	18,250	15,100	
Fire									
4220.110 Fire Salaries & wages	9,360	14,625	20,400	20,400	25,643	22,000	32,000	40,100	
4220.130 Fire Employee Benefits	716	910	1,976	1,621	4,237	1,700	6,000	11,254	
4220.140 Fire Contract Salaries & Wages	0	0	0	0	0	0	0	6680	
4220.150 Fire Contract Expense	698	0	0	0	0	0	0	0	
4220.210 Fire Dues, subscriptions & memberships	80	94	109	0	355	0	500	500	
4220.230 Fire Travel, Mileage & Cell	248	271	28	300	57	300	300	600	
4220.240 Fire Office expenses	1,451	78	329	0	0	0	0	0	
4220.250 Fire Equipment maintenance & repairs	1,091	1,823	705	300	1,808	300	2000	1500	
4220.260 Fire Rent expense	716	720	0	750	0	850	850	0	
4220.360 Fire Training	5,644	440	1,248	800	389	800	800	8000	EMT Training, general training
4220.450 Fire Small Equip/Supplies	2,467	1,196	458	1,200	638	1,200	1,200	17,536	Equipment for engines/trucks, radios
4220.460 Fire Supplies-Fundraisers	0	604	544	200	490	200	500	500	
4220.465 Fire Gear	0	0	9,383	2,500	1,063	2,500	2,500	4,400	
4220.475 Fire Other Grant Expenditures	0	0	0	0	0	0	0	0	
4220.550 Fire Cares Act	0	0	0	0	0	0	0	0	
4220.560 Fire Equipment Fuel	554	1,290	2,047	1,800	475	1,800	1,800	1,800	
4220.610 Fire Principal	0	0	0	11,103	10,241	11,100	11,100	14,590	Fire Rescue Trk (Will be paid off 5/2023), Funds can be used toward Structure Engine Pmt (~\$1700/mo)
4220.620 Fire Interest	0	0	0	2,362	980	2,400	2,400	1,165	
4220.740 Fire Capital outlay	15,935	1,386	305	5,000	27,500	5,000	30,000	15,000	Metal building
4220.810 Fire Captial Contingency	0	0	0	0	0	35,000	0	0	

Town of Apple Valley

**Budgeting Worksheet-ADOPTED TENTATIVE BUDGET AND
AMENDED BUDGET FOR HEARING**

		2020	2021	2021	2022	Original	Proposed	2023	
	2019 Actual	Actual	Actual	Budget	Actual	Budget	Amended	Proposed	Worksheet Notes
<u>10 GENERAL FUND</u>							Budget	Budget	
Total Fire	38,959	23,436	37,532	48,336	73,876	85,150	91,950	123,625	
Total Public safety	91,994	70,385	38,758	63,436	91,902	100,350	110,200	138,725	
Highways and public improvements									
Highways									
4410.110 Road Wages and Contract Labor	15,590	13,037	879	3,500	0	3,500	3,500	7,500	
4410.130 Road Employee benefits	5,861	5,204	67	268	0	300	300	858	
4410.270 Road Flood damage	9,950	-9,929	9,008	0	0	0	0	0	
4410.380 Road Department Services	0	0	0	0	720	400	850	850	
4410.450 Road Department Supplies	2,753	1,474	10,873	1,000	1,617	1,000	1,800	1,500	
4410.550 Road Equipment Maintenance	10,995	11,383	19,999	10,000	3,029	10,000	10,000	6,000	
4410.560 Road Equipment Fuel	0	337	2,674	5,400	1,590	5,400	2,000	2,500	
4410.740 Road Capital outlay	8,913	0	48,076	51,000	0	51,000	0	0	
4410.810 Road Principal	0	35,000	31,000	41,113	41,028	41,100	42,000	44,100	Dump Truck (final pmt 6/2024), Gateway (final pmt 10/2046)
4410.820 Road Interest	0	32,950	32,200	32,076	30,565	35,000	35,000	29,531	
4415.110 Public Works Wages and Contract Labor	50,114	56,049	10,965	2,500	0	2,500	2,500	32,500	Contract Public Works Consultant \$25,000
4415.130 Public Works Employee benefits	11,912	13,391	702	191	0	200	200	858	
4415.140 Public Works Employee Retirement - GASB									
68	6,864	7,153	0	0	0	0	0	0	
4415.320 Public Works Engineering/Professional Fees	0	0	0	0	0	40,000	0	0	
4415.450 Public Works Supplies	201	313	207	300	3,799	3,500	4,500	4,000	
4415.550 Public Works Equipment Maintenance	2,522	374	3,753	500	1,435	500	2000	1700	
4415.560 Public Works Equipment fuel	2,914	1,881	742	500	-52	500	500	500	
4415.570 Public Works Travel Reimbursement	0	0	202	200	0	200	200	200	
4415.610 Public Works Storm Drainage	0	0	0	0		0	0	5000	
4415.710 Public Works Principal	0	0	0	14,381	14,920	16,000	15,000	15,500	Backhoe (last pmt 9/2022)
4415.720 Public Works Interest	0	0	0	1,680	1,140	2,500	1,140	585	
4415.740 Public Works Capital Outlay	0	84,598	3,700	0	0	0	0	0	
4415.810 Public Works Contingency	0	0	0	0	0	35,000	0	0	

Town of Apple Valley

**Budgeting Worksheet-ADOPTED TENTATIVE BUDGET AND
AMENDED BUDGET FOR HEARING**

		2020	2021	2021	2022	Original	Proposed	2023	
	2019 Actual	Actual	Actual	Budget	Actual	Budget	Amended	Proposed	Worksheet Notes
10 GENERAL FUND							Budget	Budget	
Total Highways	128,589	253,217	175,048	164,609	99,791	248,600	121,490	153,682	
Sanitation									
4420.220 Solid Waste Postage	722	481	0	0	0	0	0	0	
4420.460 Solid Waste Service	36,211	37,436	37,475	44,445	40,159	44,500	44,500	52,128	
Total Sanitation	36,933	37,918	37,475	44,445	40,159	44,500	44,500	52,128	
Total Highways and public improvements	165,522	291,135	212,523	209,054	139,950	293,100	165,990	205,810	
Parks, recreation, and public property									
Parks									
4540.110 Park/Rec Wages and Contract Labor	0	0	0	4,560	2,755	6,000	6,000	7,500	
4540.130 Park/Rec Employee benefits	0	0	0	0	0	1,000	1,000	858	
4540.250 Park/Rec Department Expenses	825	325	243	500	0	0	0	1000	
4540.460 Park/Rec Community events supplies	4,000	1,584	760	0	158	0	1500	4000	
4540.740 Parks Capital outlay	10,442	0	0	4,000	4,586	12,000	12,000	0	
Total Parks	15,267	1,909	1,003	9,060	7,499	19,000	20,500	13,358	
Total Parks, recreation, and public property	15,267	1,909	1,003	9,060	7,499	19,000	20,500	13,358	
Debt service									
4141.810 Debt service - principal	12,519	14,341	24,585	0	0	0	0	0	
4141.820 Debt service - interest	2,520	1,999	6,063	0	0	0	0	0	
Total Debt service	15,039	16,340	30,648	0	0	0	0	0	
Transfers									
4804 Transfer to Fund Balance	0	-1	0	301	0	13,563	90,960	59,455	
4805 Transfer to capital projects	0	0	0	0	0	40,000	40,000	0	
4807 Transfer to Assigned Balance - Fire Impact Fees	0	0	0	0	0	2,000	20,000	25,320	
4808 Transfer to Assigned Balance - Police Impact Fees	0	0	0	0	0	0	0	0	

Town of Apple Valley

Budgeting Worksheet-ADOPTED TENTATIVE BUDGET AND AMENDED BUDGET FOR HEARING

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Town of Apple Valley

**Budgeting Worksheet-ADOPTED TENTATIVE BUDGET AND
AMENDED BUDGET FOR HEARING**

<u>10 GENERAL FUND</u>	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Proposed Amended Budget	2023 Proposed Budget	Worksheet Notes
Total Revenue:	6,573	0	0	0	0	0	0	500,000	
Expenditures:									
Miscellaneous									
4141.740 Capital Outlay expenses	1,669,390	4,996	210	0	0	0	0		
4220.740 Fire Capital Outlay	0	0	0	0	0	0	0	500,000	
Total Miscellaneous	1,669,390	4,996	210	0	0	0	0	500,000	
Total Expenditures:	1,669,390	4,996	210	0	0	0	0	500,000	Structure Engine Outlay
Total Change In Net Position	-1,662,817	-4,996	-210	0	0	0	0	0	

Town of Apple Valley

Budgeting Worksheet- **ADDITIONAL PROPOSED CHANGES TO
PROPOSED AND AMENDED BUDGETS**

<u>10 GENERAL FUND</u>	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Proposed Amended Budget	2023 Proposed Budget	Worksheet Notes
REVENUE									
Taxes									
3110 General property taxes-current	67,975	70,677	105,007	104,098	130,859	111,933	132,000	128,557	Certified Tax Rate
3120 Prior year's taxes-delinquent	9,839	10,460	12,804	8,000	5,139	8,000	8,000	8,000	
3130 General sales and use taxes	86,426	99,678	105,307	85,000	94,237	130,000	130,000	130,000	
3140 Energy and communication taxes	13,856	14,771	15,889	34,200	19,270	35,000	35,000	35,000	
3150 RAP Tax	8,446	10,052	10,459	9,000	16,443	13,000	17,000	17,000	
3160 Transient Taxes	0	659	1,979	1,500	5,747	3,500	6,550	6,550	
3170 Fee in lieu of personal property taxes	6,760	10,142	8,634	8,500	456	8,400	8,400	8,400	
3180 Fuel Tax Refund	0	0	119	0	0	0	0	0	
3190 Highway/Transit Tax	0	0	0	9,600	10,097	9,600	12,550	12,550	
Total Taxes	193,301	216,439	260,197	259,898	282,248	319,433	349,500	346,057	
Licenses and permits									
3210 Business licenses	3,505	4,113	2,775	3,400	7,350	3,400	8,000	8,000	
3221 Building Permits-Fee	69,529	47,301	34,309	15,091	64,908	80,000	80,000	75,000	Based on 30 permits
3222 Building Permits-Non Surcharge	0	0	4,295	2,264	9,166	3,500	10,500	11,250	
3223 Building permit - HCP Valuation	-11	9,669	1,732	0	0	0	4000	0	
3224 Building Permits Surcharge	272	347	1,178	0	332	0	1000	750	
3225 Animal licenses	1,570	1,340	970	700	420	500	500	500	
3430 Assessment fee income	53,045	2,006	0	0	0	0	0	0	
Total Licenses and permits	127,910	64,775	45,258	21,455	82,176	87,400	104,000	95,500	
Intergovernmental revenue									
3342 Fire Dept-State Wildland Grant	0	0	0	10,000	0	0	0	10,000	
3356 Class C" road allotment"	93,477	63,285	80,259	72,000	57,578	82,000	82,000	82,000	
3358 Liquor control profits	758	1,171	697	800	756	800	800	800	
3370 State Grants	17,431	0	0	45,000	13,237	45,000	45,000	0	
3371 State Highway Grants	0	0	0	0	0	0	0	0	
3373 CARES Revenue	0	0	0	0	0	0	0	0	
Total Intergovernmental revenue	111,665	64,456	80,956	127,800	71,571	127,800	127,800	92,800	

Town of Apple Valley**Budgeting Worksheet- ADDITIONAL PROPOSED CHANGES TO
PROPOSED AND AMENDED BUDGETS**

10 GENERAL FUND	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Proposed Amended Budget	2023 Proposed Budget	Worksheet Notes
Charges for services									
3230 Special Event Permit	0	0	0	0	3,000	0	3000	3000	
3410 Clerical services	22,800	25,323	21	0	225	100	200	150	
3415 SSD Payroll Services	50,400	48,566	0	30,000	0	0	0	0	
3416 Other Interdepartmental Charges	0	0	4,903	0	226	10,000	10,000	16,000	
3420 Fire Department Contracts	0	2,000	300	0	0	0	0	0	
3431 Zoning and subdivision fees	7,580	17,105	33,854	15,000	53,330	30,000	60,000	40,000	Includes Consultant Fees
3440 Solid waste	38,228	40,815	42,442	48,750	46,380	48,800	50,850	53,350	
3441 Storm Drainage	28,470	35,399	37,778	38,880	39,125	38,880	42,800	42,800	
3461 GRAMA requests	105	36	0	0	0	200	200	200	
3470 Park and recreation fees	20	60	55	0	0	100	100	100	
3615 Late charges/Other Fees	11,297	21,026	-2,307	2,000	2,136	2,000	2,500	2,500	
Total Charges for services	158,900	190,330	117,045	134,630	144,422	130,080	169,650	158,100	
Fines and forfeitures									
3510 Fines	3,212	6,000	5,360	4,800	8,901	4,800	9,000	1,000	
Total Fines and forfeitures	3,212	6,000	5,360	4,800	8,901	4,800	9,000	1,000	
Interest									
3610 Interest earnings	1,207	2,676	5,493	4,800	2,582	4,800	2,700	2,300	
Total Interest	1,207	2,676	5,493	4,800	2,582	4,800	2,700	2,300	
Miscellaneous revenue									
3640 Sale of capital assets	0	26,182	650	2,000	0	0	0	0	
3670 Debt proceeds	0	77,000	48,074	0	0	0	0	0	
3690 Sundry revenue	64	1	420	0	4,688	1,000	5,000	2,800	
3692 Fire department fundraisers	100	2,636	947	800	1,166	1,300	1,300	2,000	
3697 Park department fundraisers	351	819	884	800	0	800	800	800	
3801.1 Impact fees - Fire	1,298	2,589	767	472	18,627	2,000	20,000	25,320	
3801.2 Impact fees - police	0	0	0	0	0	0	0	0	
3801.3 Impact fees - roadways	11,308	10,014	6,682	4,112	56,374	18,000	65,000	79,800	
3801.6 Impact fees - storm water	3,784	2,924	2,728	1,376	30,059	15,000	45,000	86,550	

Town of Apple Valley

Budgeting Worksheet- **ADDITIONAL PROPOSED CHANGES TO PROPOSED AND AMENDED BUDGETS**

		2020	2021	2021	2022	Original	Proposed	2023	
	2019 Actual	Actual	Actual	Budget	Actual	Budget	Amended	Proposed	Worksheet Notes
10 GENERAL FUND							Budget	Budget	
3801.7 Impact fees - parks, trails, OS	3,102	2,115	1,833	1,128	16,091	6,000	17,000	21,750	
Total Miscellaneous revenue	20,007	124,280	62,984	10,688	127,005	44,100	154,100	219,020	
Contributions and transfers									
3802.2 Contributions - public safety	0	0	0	0	0	300	300	0	
3802.7 Contributions - parks and recreation	500	594	100	0	0	100	100	0	
3802.8 Contributions - Contingency	0	0	0	0	0	100,000	30,000	0	
3890 Fund balance appropriation	0	0	0	15,000	0	0	0	15,000	For use of impact fees for metal building
Total Contributions and transfers	500	594	100	15,000	0	100,400	30,400	15,000	
Total Revenue:	616,701	669,550	577,394	579,071	718,905	818,813	947,150	929,777	
EXPENDITURES									
General government									
Council									
4111.110 Council Salaries and wages	17,250	17,031	8,311	17,200	14,525	5,000	16,000	21,000	
4111.130 Council Employee benefits	10,866	9,962	2,610	1,316	1,358	700	2,400	2,410	
4111.210 Council Travel Reimbursement	0	0	453	2,040	0	2,100	2,100	1,500	
4111.220 Council Training	0	0	1,630	1,850	0	1,900	1,900	1,500	
4111.610 Council Donations and discretionary spending	3,260	1,344	0	500	0	500	500	500	
Total Council	31,376	28,337	13,004	22,906	15,883	10,200	22,900	26,910	
Administrative									
4141.110 Admin Salaries and Wages	68,620	87,583	91,128	85,000	83,341	90,000	91,800	99,445	If finance director & administrator had stayed, 2022 actual would have been around \$43,000 more(\$111K total)
4141.130 Admin Employee Benefits	17,347	19,568	7,444	13,403	7,069	13,400	13,400	11,377	
4141.140 Admin Employee Retirement - GASB 68	8,502	6,454	4,272	4,616	2,179	4,700	4,700	13,553	
4141.210 Admin Dues, Subs & Memberships	960	1,135	1,257	700	3,444	1,000	3,500	1,500	
4141.220 Admin Public Notices	922	1,251	1,290	800	733	800	1200	800	

Town of Apple Valley**Budgeting Worksheet- ADDITIONAL PROPOSED CHANGES TO
PROPOSED AND AMENDED BUDGETS**

10 GENERAL FUND	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Proposed Amended Budget	2023 Proposed Budget	Worksheet Notes
4141.230 Admin Clerk Training	1,192	0	1,299	900	135	900	900	500	
4141.240 Admin Office/Administrative Expense	4,302	5,126	4,688	3,550	14,495	7,500	18,000	5,000	
4141.250 Admin Equipment Expenses	456	5,134	5,924	5,048	6,880	7,500	7,500	2,000	
4141.260 Admin Building & ground maintenance	1,790	2,379	1,027	1,000	2,025	1,000	2,000	1,500	
4141.270 Admin Utilities	2,641	4,365	5,987	4,430	5,082	5,800	5,800	5,800	
4141.280 Admin Telephone and Internet	2,943	4,518	16,834	10,646	7,267	15,000	10,000	4,800	
4141.290 Admin Postage	823	1,149	1,899	2,970	2,703	3,000	3,500	3,000	
4141.320 Admin Engineering/Professional Fees	1,625	36,457	7,975	55,000	29,162	20,000	40,000	20,000	
4141.330 Admin Legal	20,154	13,078	5,644	55,000	57,728	28,000	65,000	25,000	
4141.331 Admin Assessment legal fees	37,409	6	0	0	0	0	0	0	
4141.340 Admin Accounting	4,125	7,512	12,868	4,000	16,824	7,500	17,000	7,500	Audit only-No contractual Accounting
4141.350 Building Fees-Inspector/85% Surcharge	0	0	20,656	13,151	64,548	45,000	70,000	35,000	
4141.360 Admin Education-General	1,109	1,462	0	0	248	0	500	500	
4141.390 Admin Bank service charges	1,820	2,301	2,902	3,600	3,462	6,000	4,600	4,600	
4141.410 Admin Insurance	12,011	10,987	10,129	10,000	6,089	11,000	7,000	7,000	
4141.490 Admin Travel reimbursements	4,284	5,208	760	500	418	500	500	500	
4141.500 Admin Weed abatement	0	0	387	0	0	1,500	1,500	1,500	
4141.550 Admin Cares Act	0	0	0	0	0	0	0	0	
4141.610 Bad debt expense	37	0	0	0	0	0	0	0	
4141.740 Admin Capital outlay	0	2,068	1,060	0	0	0	0	5,000	For Entrance Door Project
4170 Elections	0	1,885	0	0	2,289	1,500	2,500	0	
4171 Contingency	0	0	0	0	0	30,000	0	0	
Total Administrative	193,073	219,627	205,429	274,314	316,121	301,600	370,900	255,875	
Total General government	224,450	247,964	218,433	297,220	332,004	311,800	393,800	282,785	
Public safety									
Police									
4210.110 Police Salaries & Wages/Contract	10,848	9,522	1,080	15,000	13,200	15,000	16,950	15,000	\$3,750/QTR
4210.130 Police Employee benefits	830	736	83	0	4763	0	4800	0	

Town of Apple Valley**Budgeting Worksheet- ADDITIONAL PROPOSED CHANGES TO
PROPOSED AND AMENDED BUDGETS**

		2020	2021	2021	2022	Original	Proposed	2023	
	2019 Actual	Actual	Actual	Budget	Actual	Budget	Amended	Proposed	
10 GENERAL FUND							Budget	Budget	Worksheet Notes
4210.230 Police Travel & mileage	1,436	628	0	0	0	0	0	0	
4210.250 Police Expenditures	0	0	0	0	0	100	100	0	
4210.470 Police Building Permits	39,861	35,999	0	0	0	0	0	0	
4253.250 Animal Control Supplies	60	64	63	100	63	100	100	100	
Total Police	53,034	46,949	1,225	15,100	18,026	15,200	21,950	15,100	
Fire									
4220.110 Fire Salaries & wages	9,360	14,625	20,400	20,400	27,233	22,000	32,000	40,100	
4220.130 Fire Employee Benefits	716	910	1,976	1,621	4,612	1,700	6,000	11,254	
4220.140 Fire Contract Salaries & Wages	0	0	0	0	0	0	0	6680	
4220.150 Fire Contract Expense	698	0	0	0	0	0	0	0	
4220.210 Fire Dues, subscriptions & memberships	80	94	109	0	355	0	500	500	
4220.230 Fire Travel, Mileage & Cell	248	271	28	300	57	300	300	600	
4220.240 Fire Office expenses	1,451	78	329	0	10	0	0	0	
4220.250 Fire Equipment maintenance & repairs	1,091	1,823	705	300	2,010	300	2700	1500	
4220.260 Fire Rent expense	716	720	0	750	0	850	850	0	
4220.360 Fire Training	5,644	440	1,248	800	389	800	800	8000	EMT Training, general training
4220.450 Fire Small Equip/Supplies	2,467	1,196	458	1,200	638	1,200	1,200	17,536	Equipment for engines/trucks, radios
4220.460 Fire Supplies-Fundraisers	0	604	544	200	490	200	550	500	
4220.465 Fire Gear	0	0	9,383	2,500	1,063	2,500	2,500	4,400	
4220.475 Fire Other Grant Expenditures	0	0	0	0	0	0	0	0	
4220.550 Fire Cares Act	0	0	0	0	0	0	0	0	
4220.560 Fire Equipment Fuel	554	1,290	2,047	1,800	575	1,800	1,800	1,800	
4220.610 Fire Principal	0	0	0	11,103	12,351	11,100	13,400	14,590	Fire Rescue Trk (Will be paid off 5/2023), Funds can be used toward Structure Engine Pmt (~\$1700/mo)
4220.620 Fire Interest	0	0	0	2,362	1,115	2,400	2,400	1,165	
4220.740 Fire Capital outlay	15,935	1,386	305	5,000	27,500	5,000	30,000	15,000	Metal building
4220.810 Fire Captial Contingency	0	0	0	0	0	35,000	0	0	

Town of Apple Valley

Budgeting Worksheet- **ADDITIONAL PROPOSED CHANGES TO
PROPOSED AND AMENDED BUDGETS**

		2020	2021	2021	2022	Original	Proposed	2023	
	2019 Actual	Actual	Actual	Budget	Actual	Budget	Amended	Proposed	Worksheet Notes
<u>10 GENERAL FUND</u>							Budget	Budget	
Total Fire	38,959	23,436	37,532	48,336	78,398	85,150	95,000	123,625	
Total Public safety	91,994	70,385	38,758	63,436	96,424	100,350	116,950	138,725	
Highways and public improvements									
Highways									
4410.110 Road Wages and Contract Labor	15,590	13,037	879	3,500	0	3,500	3,500	7,500	
4410.130 Road Employee benefits	5,861	5,204	67	268	0	300	300	858	
4410.270 Road Flood damage	9,950	-9,929	9,008	0	0	0	0	0	
4410.380 Road Department Services	0	0	0	0	720	400	850	850	
4410.450 Road Department Supplies	2,753	1,474	10,873	1,000	1,617	1,000	5,000	1,500	
4410.550 Road Equipment Maintenance	10,995	11,383	19,999	10,000	3,029	10,000	10,000	6,000	
4410.560 Road Equipment Fuel	0	337	2,674	5,400	1,590	5,400	2,000	2,500	
4410.740 Road Capital outlay	8,913	0	48,076	51,000	0	51,000	0	0	
4410.810 Road Principal	0	35,000	31,000	41,113	41,847	41,100	42,700	44,100	Dump Truck (final pmt 6/2024), Gateway (final pmt 10/2046)
4410.820 Road Interest	0	32,950	32,200	32,076	30,626	35,000	35,000	29,531	
4415.110 Public Works Wages and Contract Labor	50,114	56,049	10,965	2,500	0	2,500	2,500	32,500	Contract Public Works Consultant \$25,000
4415.130 Public Works Employee benefits	11,912	13,391	702	191	0	200	200	858	
4415.140 Public Works Employee Retirement - GASB									
68	6,864	7,153	0	0	0	0	0	0	
4415.320 Public Works Engineering/Professional Fees	0	0	0	0	0	40,000	0	0	
4415.450 Public Works Supplies	201	313	207	300	3,799	3,500	4,500	4,000	
4415.550 Public Works Equipment Maintenance	2,522	374	3,753	500	1,435	500	2000	1700	
4415.560 Public Works Equipment fuel	2,914	1,881	742	500	-52	500	500	500	
4415.570 Public Works Travel Reimbursement	0	0	202	200	0	200	200	200	
4415.610 Public Works Storm Drainage	0	0	0	0		0	0	5000	
4415.710 Public Works Principal	0	0	0	14,381	14,920	16,000	15,000	15,500	Backhoe (last pmt 9/2022)
4415.720 Public Works Interest	0	0	0	1,680	1,140	2,500	1,140	585	
4415.740 Public Works Capital Outlay	0	84,598	3,700	0	0	0	0	0	
4415.810 Public Works Contingency	0	0	0	0	0	35,000	0	0	

Town of Apple Valley

Budgeting Worksheet- **ADDITIONAL PROPOSED CHANGES TO PROPOSED AND AMENDED BUDGETS**

		2020	2021	2021	2022	Original	Proposed	2023	
	2019 Actual	Actual	Actual	Budget	Actual	Budget	Amended	Proposed	Worksheet Notes
10 GENERAL FUND							Budget	Budget	
Total Highways	128,589	253,217	175,048	164,609	100,671	248,600	125,390	153,682	
Sanitation									
4420.220 Solid Waste Postage	722	481	0	0	0	0	0	0	
4420.460 Solid Waste Service	36,211	37,436	37,475	44,445	44,553	44,500	44,500	52,128	
Total Sanitation	36,933	37,918	37,475	44,445	44,553	44,500	44,500	52,128	
Total Highways and public improvements	165,522	291,135	212,523	209,054	145,224	293,100	169,890	205,810	
Parks, recreation, and public property									
Parks									
4540.110 Park/Rec Wages and Contract Labor	0	0	0	4,560	2,755	6,000	6,000	7,500	
4540.130 Park/Rec Employee benefits	0	0	0	0	0	1,000	1,000	858	
4540.250 Park/Rec Department Expenses	825	325	243	500	0	0	0	1000	
4540.460 Park/Rec Community events supplies	4,000	1,584	760	0	158	0	1500	4000	
4540.740 Parks Capital outlay	10,442	0	0	4,000	4,586	12,000	12,000	0	
Total Parks	15,267	1,909	1,003	9,060	7,499	19,000	20,500	13,358	
Total Parks, recreation, and public property	15,267	1,909	1,003	9,060	7,499	19,000	20,500	13,358	
Debt service									
4141.810 Debt service - principal	12,519	14,341	24,585	0	0	0	0	0	
4141.820 Debt service - interest	2,520	1,999	6,063	0	0	0	0	0	
Total Debt service	15,039	16,340	30,648	0	0	0	0	0	
Transfers									
4804 Transfer to Fund Balance	0	-1	0	301	0	13,563	59,010	75,679	
4805 Transfer to capital projects	0	0	0	0	0	40,000	40,000	0	
4807 Transfer to Assigned Balance - Fire Impact Fees	0	0	0	0	0	2,000	20,000	25,320	
4808 Transfer to Assigned Balance - Police Impact Fees	0	0	0	0	0	0	0	0	

Town of Apple Valley

Budgeting Worksheet- ADDITIONAL PROPOSED CHANGES TO PROPOSED AND AMENDED BUDGETS

[illegible]

Town of Apple Valley**Budgeting Worksheet- ADDITIONAL PROPOSED CHANGES TO
PROPOSED AND AMENDED BUDGETS**

<u>10 GENERAL FUND</u>	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Proposed Amended Budget	2023 Proposed Budget	Worksheet Notes
Total Revenue:	6,573	0	0	0	0	0	0	500,000	
Expenditures:									
Miscellaneous									
4141.740 Capital Outlay expenses	1,669,390	4,996	210	0	0	0	0		
4220.740 Fire Capital Outlay	0	0	0	0	0	0	0	500,000	
Total Miscellaneous	1,669,390	4,996	210	0	0	0	0	500,000	
Total Expenditures:	1,669,390	4,996	210	0	0	0	0	500,000	Structure Engine Outlay
Total Change In Net Position	-1,662,817	-4,996	-210	0	0	0	0	0	

TOWN OF APPLE VALLEY**RESOLUTION NO. R-2022-31****A RESOLUTION ADOPTING FISCAL YEAR 2023 ANNUAL BUDGET AND AMENDING FISCAL YEAR 2022 ANNUAL BUDGET**

WHEREAS, the Town of Apple Valley (“Town”) is required to adopt an annual budget for the Town’s funds pursuant to the Uniform Fiscal Procedures Act for Utah Towns (the “Act”); and

WHEREAS, the Town is authorized to amend the annual budget pursuant to the Act; and,

WHEREAS, the Town Council has complied with the Act’s provisions by adopting a tentative budget for the Fiscal Year 2023 Annual Budget on May 18, 2022; and

WHEREAS, the Town Council has presented a proposed amendment to the Fiscal Year 2022 Annual Budget; and

WHEREAS, the Town Council held a public hearing on June 15, 2022 to receive comment on the tentative Fiscal Year 2023 Annual Budget and the proposed amendments to the Fiscal Year 2022 Annual Budget; and

WHEREAS, all interested persons in attendance at the public hearing were given an opportunity to be heard; and

NOW, THEREFORE, at a meeting of the legislative body of the Town of Apple Valley, Utah, duly called, noticed and held on the 15th day of June 2022, and upon motion duly made and seconded:

BE IT RESOLVED AS FOLLOWS:

The Fiscal Year 2022 Annual Budget is hereby amended and the Fiscal Year 2023 Annual Budget is hereby adopted as set forth in the attached exhibit. This resolution shall take effect upon passage and posting as required by law.

RESOLVED this 15th day of June, 2022.

[Signature Block on Next Page]

TOWN OF APPLE VALLEY

Frank G. Lindhardt, Mayor

ATTEST:

Jenna Vizcardo, Town Recorder

Mayor Frank Lindhardt voted _____
Council Member Kevin Sair voted _____
Council Member Andy McGinnis voted _____
Council Member Robin Whitmore voted _____
Council Member Barratt Nielson voted _____



REQUEST FOR PROPOSAL

FOR

BUILDING INSPECTOR

Issued May 4, 2022

REQUEST FOR PROPOSAL

Notice is hereby given that Town of Apple Valley (Town) is seeking proposals from firms and individuals qualified to provide contract professional services for Building Inspector services.

This Request for Proposal will assist the Town in selecting an experienced Building Inspector.

This RFP is part of a competitive procurement process that helps to serve the best interests of the Town and its citizens. It also provides each Respondent with a fair opportunity for its services to be considered. Throughout the remainder of this document said Respondent will be referred to as “Inspector”.

All proposals must be submitted in a sealed envelope marked “Building Inspector Proposal” and submitted to:

Jenna Vizcardo, Town Clerk
Town of Apple Valley
1777 N. Meadowlark Dr
Apple Valley, UT 84737

Questions or requests for clarification may be directed to the Building Department Head, Barratt Nielson, email bnielson@applevalleyut.gov.

SCOPE OF SERVICE

The Inspector will:

- Report to the Building Department Head.
- Provide liability insurance as an additional insured up to the amounts required by the Town’s insurance.
- Provide all building inspection services for buildings within the jurisdiction of the Town, including but not limited to:
 1. Review building plans and conduct all necessary and required building, electrical, plumbing, and HVAC inspections on residential and commercial construction within the Town. These include footings, foundations, basement floors, site erosion control and final occupancies.
 2. Maintain all required certifications in the disciplines of residential and commercial construction, plumbing, electrical, energy conservation and heating, ventilating, and air conditioning.

3. Conduct all necessary inspections on permitted activities such as, but not limited to, decks, swimming pools, accessory buildings, solar, and residential and commercial alterations, and additions.
4. Provide Inspection Reports to the Town for all inspections within one (1) week of inspection completion (unless otherwise agreed upon).
5. Assist Town staff with inquiries.
6. Assist with the investigation of complaints related to the State building code and Town Ordinances, including but not limited to inspections for occupancy permits, structural property maintenance violations, etc.
7. Calculation of fees.
8. Issuance of building permits.
9. Issuance of Certificates of Occupancy upon completion of projects.
10. Schedule inspections as needed.
11. Perform all other services of a building inspector as needed.
12. Log into and effectively use the Town's building permit website-based program.
13. Attend Planning Commission and Town Council meetings as required.

Note: Items 7-10 may be done by the Town. But the fee schedule should reflect two schedules indicating services with and without the line items.

- Submit a quarterly invoice for services performed by the 15th of the following month after the quarter ends.
- Work on an as-needed basis.

REQUIRED QUALIFICATIONS

- 5 Years' Experience as a Building Inspector
- ICC Certified Building Official
- ICC Certified Residential Building Inspector
- ICC Certified Commercial Building Inspector
- State of Utah Certified Combination Building Inspector
- Other related experience taken into consideration

PROPOSAL FORMAT

All proposals shall include an **original** and **four (4)** copies. Proposals must be organized to comply with and include the following:

1. Letter of Transmittal. The letter of transmittal should include an introduction of the Inspector as well as the name, address, telephone number, and email address of the contact person and other representatives dealing with the RFP.
2. Executive Summary. An executive summary shall briefly describe the Inspector's approach to the proposal, clearly outline any options or alternatives, and indicate if the Inspector cannot meet any major requirements. The summary must also highlight the major features of the proposal and identify any pertinent supporting information.
3. Statement of Qualifications. This section should provide information regarding the Inspector's qualifications and experience. It should include references of similar contracts or work experience that is relevant to this RFP; and appropriate references, including addresses and phone numbers of individuals, groups, or organizations with which the Inspector has worked during the past.
4. Additional Information. Any information deemed pertinent to the RFP, but not outlined in the RFP, may be included in this section.
5. Billing Methodology. Provide a methodology for how the Inspector will bill the Town for its services.
6. Protected Information. As a government entity, the Town is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA") and cannot guarantee that information provided in a proposal will not be subject to disclosure under GRAMA.

PROPOSAL INSTRUCTIONS

1. The timeline of the proposal process is as follows:
 - Distribution: The RFP will be distributed on April 18, 2022
 - Submissions Due Date: Proposals must be delivered to the Town Clerk no later than 3:00 p.m., May 17, 2022, at Town Hall 1777 N. Meadowlark Dr, Apple Valley, UT 84737.
 - Proposal Opening: Town Council will open and review all proposals at the regular meeting on May 19, 2022.

- **Award of Contract:** It is anticipated the award will be given at the Town meeting on May 19, 2022. However, the Town Council reserves the right to award within two (2) weeks or at the next regular meeting of opening proposals, whichever is later. Written notification by letter or email regarding the outcome of the award will be sent after the award is announced. Every effort will be made to administer the proposal process in accordance with the terms and dates discussed in this RFP. However, the Town reserves the right to modify the proposal process and dates as deemed necessary.

2. Standard Procurement Process

- **Right to Reject Proposals and Negotiate Contract Terms:** The contract may be awarded to the most responsible individual whose proposal will be, on an overall basis, the most advantageous to the Town. Qualifications, experience, performance, and cost factors will be considered as elements of a responsible proposal at the sole discretion of the Town. Cost alone shall not be the determining factor. The Town's decision shall be final and not subject to recourse by any firm, person, or corporation. The Town reserves the right to reject all proposals and/or waive non-substantive deficiencies. No contract shall be in effect until the Town executes a signed contract agreement.
- The Town reserves the right to eliminate any individual service contained in the proposal, if the fees for providing the service are excessive, or if the service proposed can be performed in an alternative manner, or if the Inspector is not considered responsible.
- Inspectors are required to separately list their exceptions to the RFP specifications or exceptions will otherwise be invalid.
- Unauthorized changes of the specifications or terms may not be made. Otherwise, the response will be considered invalid.

Kyle Layton

Inspector

CONTACT DETAILS

765 Lava Pointe Dr. St. George, UT 84770
laytonventuresllc@gmail.com
(435) 574-7749

Item 8.

May 14, 2022

Frank Lindhardt

Mayor / Town of Apple Valley, Utah

1777 Meadowlark Drive,
Apple Valley, Utah 84737

Subject: Letter of Transmittal

Dear Honorable Mayor Lindhardt,

With pleasure, I submit the following proposal for building inspection services for the Town of Apple Valley, Utah. The following submittal contains an executive summary, a statement of qualifications, and a billing methodology.

The inspector Apple Valley chooses will be the first ambassador for the Town whom residents and builders interact with in many cases. Through this proposal, I hope to give you and the Town Council a snapshot of my qualifications, professionalism, and personal philosophy about safety and compliance to assist you with determining what kind of ambassador I would be.

Thank you for considering my proposal.

Respectfully Sent,

Layton Ventures LLC.

Kyle Layton

EXECUTIVE SUMMARY

Review, Inspection, and Reporting Services Provided:

- Residential and Commercial Plan Review
- Calculation of Building Inspection Fees
- Issue Building Permits
- Schedule and Conduct Residential Inspections
- Provide Inspection Reports within (1) week of inspection through My City Inspector
- Assist Town Staff with Inquiries*
- Attend Administrative, Planning Commission, and Town Council Meetings*
- Prepare Certificates of Occupancy
- Perform other services requested by Town*

*Extra services are provided at the Town's request, as scheduling allows, and will be billed at a rate of \$35 per hour.

Statement of Qualifications:

- ✓ 10+ years of experience in the construction field
- ✓ 5+ years of residential drafting
- ✓ Over 2 Years of experience as a building inspector for Washington County
- ✓ 1.5 yrs years of experience as Planning and Zoning Administrator for Hildale City.
- ✓ ICC Certified Residential Building Inspector. Includes all four national certifications: building, mechanical, electrical, and plumbing.
- ✓ ICC Certified Commercial Building Inspector. Includes all four national certifications: building, mechanical, electrical, and plumbing.
- ✓ Currently in the process of becoming a Certified Building Official. Expected completion by Fall of 2022.
- ✓ State of Utah Certified Combinations Inspector. Certified in both residential and commercial.

Building Inspection Process



Services Not Provided:

- Planning and Zoning Review
- Subdivisions Review
- Site Plan Review (Other than how it pertains to building code)
- Manage other department reviews to issue timely inspections and certificates of occupancy

BILLING METHODOLOGY

Billing and Fees for Service:

Building fees will be consistent with the Apple Valley fee schedule. Cost of services will be calculated at a rate of 70% paid to Layton Ventures LLC. and 30% retained by Apple Valley Town. These include (but are not limited to) fees such as Plan Review, Building Permit, and Re-Inspection fees.

Payment Information

An invoice will be submitted monthly (quarterly if requested) from Layton Ventures LLC. with a 15-day payment period. Payments by check may be mailed to 765 Lava Pointe Dr. St. George UT 84770.

Kyle Layton

Item 8.

About Me

I am looking to utilize my construction experience, knowledge of building codes, and experience as a Building Inspector to keep Apple Valley safe, welcoming, and professional for residents and builders.



(435) 574-7749



laytonventuresllc@gmail.com



765 Lava Pointe Dr. St.
George, UT 84770

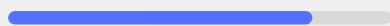
Education

Dixie State University

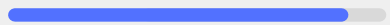
August 2016 - October 2017

Skills

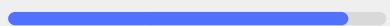
CONSTRUCTION



DESIGN



CITY INSPECTIONS



Certifications

1 Residential Building Inspector
B2 Commercial Building Inspector
E1 Residential Electrical Inspector
E2 Commercial Electrical Inspector
M1 Residential Mechanical Inspector
M2 Commercial Mechanical Inspector
P1 Residential Plumbing Inspector
P2 Commercial Plumbing Inspector

Work Experience

Building Inspector

Washington County, Utah

2020 - Current

Responsible for inspecting residential and commercial structures to ensure compliance with IRC/IBC. Responsible for reviewing applications for completeness and conducting plan reviews. Experience in investigating building and land use code violations and collaborating with residents to move into compliance. Extensive use of My City Inspector software.

Owner/Operator

Layton Ventures

2017 - Current

Draft residential construction projects and provide clients with submittals for building permits. This gives me experience from the applicant side of the building permit process and allows me to benchmark requirements in other Towns, Cities, and Counties.

Planning and Zoning Administrator

Layton Ventures

2019 - 2020

Responsible for accepting and reviewing planning and zoning, subdivision, and other applications. This experience gives me context for how the building permit stage of construction fits into the overall land development process.



May 26, 2022

Dear Apple Valley Town Leadership,

I am writing this letter in support of Kyle Layton. He has worked for Washington County for several years. When he was hired, he hit the ground running. He has all the commercial and residential certification needed to perform building inspections. As you are aware, Washington County is growing at a staggering pace. Kyle knows his job and does it well. He handles his heavy workload effectively. I can easily recommend Kyle as a building inspector.

Sincerely,

Scott Messel

Community Development Director Washington County

Proposal for supplying building inspections for Apple Valley, UT

JH Solutions proposes to supply building inspections, etc. They will maintain their own certifications, licensing, and education.

Following contract contains a proposal for services.

BUILDING INSPECTOR AGREEMENT

This Building Inspector Agreement ("Agreement") is entered into effective the 17th day of March between J.H. Solutions ("Inspector") whose address is 1015 West 250 N Hurricane, UT 84737, and the Town of Apple Valley ("Town") whose address is 1777 North Meadowlark Drive, Apple Valley, Utah 84737.

RECITALS

WHEREAS, Town has instituted a building inspection program related to the issuance of building permits and the inspection of construction; and

WHEREAS, Town desires to enter into an agreement with Inspector to provide the services of building permit issuance and building inspection for the Town.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. Building Inspector Services. Inspector shall provide all building inspection services for buildings within the jurisdiction of Town, including but not limited to, (a) plan review related to all building permits; (b) calculation of fees for building permits; (c) issuance of building permits; (d) conduct all required inspections on different stages of construction; (e) assist the Planning Commission and Town Council on an as requested basis; (f) issue Certificates of Occupancy upon completion of projects; and (g) perform all other services of a building inspector. Additionally, Inspector shall recommend to the Town the adoption of codes, ordinances, standards or regulations with regard to construction within the Town. The Town agrees to adopt such building codes as may be deemed reasonable by the Town or required by state law. Also, Inspector shall provide all requested inspections for Town owned buildings without compensation.

2. Compliance with Laws, Regulations and licensing. In performing his duties as building inspector, Inspector shall comply with, and require compliance with, any and all applicable federal, state and local laws, building codes adopted by the Town, and all Town standards, specifications and ordinances. Inspector shall keep current, at his sole cost, certifications for 4-Way Combination Inspector, Residential, Commercial Development, and any other licensing and/or certifications necessary to perform the duties of building inspector hereunder.

3. Conditions to Building Permit Issuance. Prior to the issuance of any building permit, Inspector shall review the plans submitted in connection therewith for compliance with all applicable codes, laws, regulations, standards and specifications. Inspector shall not issue any building permit until he has received from the Town, a letter stating that the zoning of the

property where construction is proposed allows the type of building that the applicant desires to build and that the applicant has a culinary water connection. Additionally, prior to the issuance of a permit, Inspector shall require the applicant to provide proof of authorization from a duly qualified sanitarian from the Southwest District Health Department stating that the applicant can comply with all state regulations and local ordinances related to solid waste disposal, an appropriate authorization for a septic system and/or a functional sewer connection.

4. Fees. Inspector shall charge a building fee according to the fee schedule adopted by the Town. Such fees may be changed from time to time as deemed appropriate by the Town Council.

5. Compensation for Services. The parties agree that Inspector shall be compensated for services hereunder as follows:

- a. Seventy percent (70 %) of the building permit fee for each building for which a building permit is required, up to a total of \$1,200.00 per building, plus;
- b. an additional Fifteen percent (15%) of any building permit fees in excess of those which are subject to subparagraph (a) above, plus;
- c. Seventy percent (70%) of any plan review fees.

Town shall be entitled to the remainder of the building permit fees. In calculating the fees payable to Inspector for his services hereunder, all impact fees, exactions, connection fees, service fees or other such fees or charges shall be excluded from the calculation.

6. Independent Contractors. The parties hereto agree that Inspector is acting as an independent contractor and shall be treated as such for all purposes. No federal, state, or local taxes, or payroll taxes of any kind shall be withheld or paid by the Town on behalf of Inspector. Inspector shall not be treated as an employee with respect to the services performed under this Agreement for any tax or other purposes. Inspector understands that he is responsible to pay, according to law, income taxes on the monies received under this Agreement. Inspector further understands that no workers' compensation insurance nor any benefits of any kind shall be provided Inspector or obtained for his benefit.

7. Termination of Agreement. This Agreement may be terminated by the Town at any time for cause and may be terminated by either party upon thirty (30) days written notice to the other party.

8. Breach of Agreement. In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover its costs and attorney fees incurred in enforcing the terms hereof, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred at trial, on appeal and in any bankruptcy case or proceeding.

9. Miscellaneous Provision.

a. The recitals set forth at the beginning of this Agreement are incorporated herein by this reference as part of this Agreement.

b. This Agreement shall be governed by and construed under the laws of the State of Utah.

c. The parties shall not be deemed to be partners or joint ventures in any manner in carrying out the provisions of this Agreement.

d. This Agreement may be amended from time to time by mutual written agreement between the parties.

e. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

f. Inspector may not assign its rights or duties under this Agreement without the prior written consent of Town.

g. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any Court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

h. This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.

i. This Agreement represents a complete and final Agreement of the parties. This Agreement was entered into at arms length, and the terms hereof represent the will of the parties. Therefore, no usage of trade, course of dealing, course of performance, or longstanding practices, policies, or procedures of any of the parties, or their agents, may be inferred as part of this Agreement, may be incorporated in any way as part of this Agreement, nor may constitute a waiver of rights by any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

TOWN

Mayor

ATTEST:

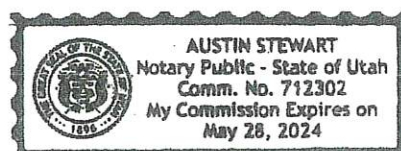
Town Recorder

INSPECTOR

J.H. Solutions

State of Utah
County of Washington
On this 22 day of March, 2022, Jeffery Hatcher
Personally appeared before me,
_____, who is personally known to me,
_____, who's identity I verified on the basis of Utah Drivers license
_____, who's identity I verified on the oath/affirmation of
a creditable witness,
to be the signer of the foregoing document, and he/she
acknowledges that he/she signed it.

Page 3 of 5



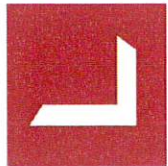
A. Stewart
Notary Public

Town of Apple Valley			
MX-2630N SN: 85035249 ID# 27579			
10/29/2023			
30,000	Color copies expiring @	30,021	
144,000	B&W copies expiring @	144,038	
DATE	TOTAL	COLOR	B&W
10/30/2018	59	21	38
10/17/2019	38,903	21,733	17,170
10/29/2020	68,846	25,548	43,298
10/4/2021	97,949	36,231	61,718
4/5/2022	119,784	40,622	79,162
Copies Used	119,725	40,601	79,124
Monthly Volume		967	1,884
		11,600	22,607

42

12

$$53.76 + 16.76 \times 12 = 846.24$$



LES OLSON IT

MAINTENANCE AGREEMENT

Email: service@lesolson.com | Web: lesolson.com | Toll Free: 800-365-8804

Town of Apple Valley
COMPANY NAME
1777 N Meadow Lark Dr
ADDRESS
Apple Valley Utah 84737
CITY STATE ZIP CODE

04-TOWAP
CUSTOMER #
CONTRACT CONTACT
435-877-1190
PHONE NUMBER
METER CONTACT
PHONE NUMBER OR EMAIL
PURCHASE ORDER #
SALES ORDER #

MODEL	SERIAL NUMBER	ID#	START METER(S)	RATE(S)	# OF COPIES/PRINTS INCLUDED	START DATE	END DATE	TYPE
MX-2630N	85035249	27579	79,162 B&W	0.0089	27,000 \$240.30	4/5/2022	4/4/2023	#4
			40,622 COLOR	0.0556	14,600 \$811.76	MAINTENANCE TYPES: #4 LOC PREMIER: COVERS EVERYTHING EXCEPT PAPER & STAPLES.		
CIRCLE ONE:	ANNUAL	QUARTERLY	MONTHLY	SHARED	WARRANTY	CONTRACT PRICE	SALES TAX	TOTAL
OPTIONAL IT CONNECTIVITY SERVICE \$10/MO. PER UNIT OR \$120.00/YR. PER UNIT:					YES	\$1,052.06	\$0.00	\$1,052.06

4/22/2022
DATE
Tammy S. Peck
LOC REPRESENTATIVE

CUSTOMER'S SIGNATURE

LOGAN 435-750-8990 917 W. 600 N #108 Logan, UT 84321
OGDEN 801-621-2323 1750 W. 12th St. Ogden, UT 84404
LINDON 801-785-5432 480 N. Geneva Rd. Lindon, UT 84042
CORPORATE OFFICE (p) 801-486-7431 | (f) 801-486-7494 3244 South 300 West, Salt Lake City, Utah
CEDAR CITY 435-586-2345 171 N 100 W Cedar City, UT 84720
ST. GEORGE 435-634-1548 3970 S. River Rd. St. George, UT 84790
LAS VEGAS 702-932-7431 2975 Lincoln Rd. Las Vegas, NV 89115

The equipment listed above is to be maintained subject to the terms and conditions on the reverse side of this page

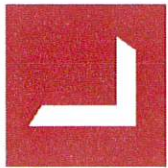
MAINTENANCE AGREEMENT TERMS AND CONDITIONS

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2. Les Olson Company shall provide the recommended number of preventative maintenance calls (P.M.'s) on the equipment described on the face hereof. P.M.'s may be in conjunction with regular or emergency service calls. All calls made upon request by customer.
3. P.M.'s as well as all service calls under this Agreement shall be made by Les Olson Company during Les Olson Company's normal business hours. Service at times other than during Les Olson Company's normal business hours shall be furnished on Customer's request and at Les Olson Company's established charges for labor and travel in effect at the time such service (if available) work is performed. Standard Business Hours are 8:00 a.m. to 5:00 p.m. MST - Utah Locations and PST - Nevada Location.
4. During the term of this Agreement, Les Olson Company will provide without charge, replacement parts on an exchange basis, new or equivalent, which have been worn or broken through normal use. All other parts furnished will be billed to Customer at Les Olson Company's published parts prices in effect at the time such part is sold unless covered by maintenance contract. See maintenance type described on the face hereof.
5. Mileage may be charged for locations more than 50 miles from any LOC facility.
6. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of either service by personnel other than Les Olson Company personnel or use of supplies or parts other than supplies or parts meeting Les Olson Company's published supply or part specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the Customer, at Les Olson Company's published rates for service work and published parts prices in effect at the time such service work is performed. Machine environmental location must be in compliance within manufacturer specifications.
7. The annual rate(s) specified on the face hereof is (are) based upon Customer's use of the equipment for one eight hour shift. If used for more than one eight hour shift, the annual rate for such equipment will be as follows:

For two Shifts 150% of One Shift Charge	For three Shifts 200% of One Shift Charge
--	--

8. When service work beyond normal wear and tear of the Agreement is required, (such as overhauls or remanufacture), Les Olson Company will submit a cost estimate for such service work. If such service work is authorized by the Customer, a separate invoice will be rendered therefore.
9. This agreement covers only the equipment described on the Face hereof and does not include any equipment or accessories not listed thereon.
10. All labor and materials, including any replacement parts necessary, will be furnished according to the contract type purchased. (Maintenance type is noted on the face of this document).
 - A. MFP Devices which utilize scanning technology may be billed separate for scans.
 - B. Network installation troubleshooting and coordination is billed separately.

11. This Agreement may not be assigned or transferred by the Customer without Les Olson Company Management's approval. Customer is responsible to inform LOC if equipment is moved.
12. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be timely paid by the Customer.
13. This Agreement (consisting of both sides of this page) constitutes the entire agreement between the Customer and Les Olson Company with respect to Les Olson Company's service. The provisions hereof shall be deemed to accurately represent the intent of the parties, not withstanding any variance with the terms and conditions of any order submitted by the Customer in respect to Les Olson Company's service.
14. The term of this contract will be one year, the number of copies specified or whichever comes first, or as otherwise specified on the front of this agreement. This contract shall automatically be renewed at the end of this period unless either party gives the other written notice 30 days in advance that the contract is to be canceled.
15. This Agreement shall be construed in accordance with the laws of the State of Utah. The purchaser agrees to pay; in the event the account becomes delinquent and is turned over to an attorney or third party collector, fees equal to fifty percent (50%) of the balance due plus all attendant collection costs. A Finance Charge of 1 1/2% per month (ANNUAL PERCENTAGE RATE 18%) will be charged on any overdue account.
16. IT Connectivity Service Agreement covers printing issues directly related to Les Olson Company provided equipment covered under an IT Connectivity Service Agreement. Agreement covers phone support and onsite service for: print driver installation; scanning to email, folders, or desktop; pc faxing and inbound routing. Issues outside of the LOC provided equipment (network failure, routers, etc.) are not covered under this agreement and service provided (if available) will be rendered at established service rates in effect at the time such service is performed.



LES OLSON IT

MAINTENANCE AGREEMENT

Email: service@lesolson.com | Web: lesolson.com | Toll Free: 800-365-8804

Town of Apple Valley 04-Towgq
COMPANY NAME CUSTOMER #
1777 N Meadow Lark Dr.
ADDRESS
Apple Valley UT 84737
CITY STATE ZIP CODE

CONTRACT CONTACT 435-877-1190
PHONE NUMBER
METER CONTACT
PHONE NUMBER OR EMAIL
PURCHASE ORDER # SALES ORDER #

MODEL	SERIAL NUMBER	ID#	START METER(S)	RATE(S)	# OF COPIES/PRINTS INCLUDED	START DATE	END DATE	TYPE
MX-2630N	85035249	27579	79,162	0.0089	B&W Copies	4/5/2022	4/4/2023	# 4
			40,622	0.0556	Color Copies	MAINTENANCE TYPES:		
						# 4 LOC Premier: covers everything except paper & staples.		
						Contract to be billed monthly		
CIRCLE ONE:		ANNUAL	QUARTERLY	MONTHLY	SHARED	WARRANTY		
OPTIONAL IT CONNECTIVITY SERVICE \$10/MO. PER UNIT OR \$120.00/YR. PER UNIT:					YES	NO		

4/22/2022 DATE
Tammy S. Peck LOC REPRESENTATIVE

LOGAN 435-750-8990 917 W. 600 N #108 Logan, UT 84321
OGDEN 801-621-2323 1750 W. 12th St. Ogden, UT 84404
LINDON 801-785-5432 480 N. Geneva Rd. Lindon, UT 84042
CORPORATE OFFICE (p) 801-486-7431 | (f) 801-486-7494 3244 South 300 West, Salt Lake City, Utah

CEDAR CITY 435-586-2345 171 N 100 W Cedar City, UT 84720
ST. GEORGE 435-634-1548 3970 S. River Rd. St. George, UT 84790
LAS VEGAS 702-932-7431 2975 Lincoln Rd. Las Vegas, NV 89115

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5. Mileage may be charged for locations more than 50 miles from any LOC facility.

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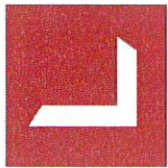
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LES OLSON IT

MAINTENANCE AGREEMENT

Email: service@lesolson.com | Web: lesolson.com | Toll Free: 800-365-8804

Town of Apple Valley
COMPANY NAME
1777 N Meadow Lark Dr.
ADDRESS
Apple Valley UT 84737
CITY STATE ZIP CODE

04-Towqap
CUSTOMER #
CONTRACT CONTACT
435-877-1190
PHONE NUMBER
METER CONTACT
PHONE NUMBER OR EMAIL
PURCHASE ORDER #
SALES ORDER #

MODEL	SERIAL NUMBER	ID#	START METER(S)	RATE(S)	# OF COPIES/PRINTS INCLUDED	START DATE	END DATE	TYPE
MX-2630N	85035249	27579	79,162	0.0089	B&W Copies	4/5/2022	4/4/2023	# 4
			40,622	0.0556	Color Copies	MAINTENANCE TYPES: # 4 LOC Premier: covers everything except paper & staples.		
CIRCLE ONE: ANNUAL		QUARTERLY		MONTHLY	SHARED	WARRANTY	Contract to be billed Quarterly	
OPTIONAL IT CONNECTIVITY SERVICE \$10/MO. PER UNIT OR \$120.00/YR. PER UNIT:						YES		

CUSTOMER'S SIGNATURE
4/22/2022
DATE
Tammy S. Peck
LOC REPRESENTATIVE

LOGAN
435-750-8990
917 W. 600 N #108
Logan, UT 84321
OGDEN
801-621-2323
1750 W. 12th St.
Ogden, UT 84404
LINDON
801-785-5432
480 N. Geneva Rd.
Lindon, UT 84042
CORPORATE OFFICE
(p) 801-486-7431 | (f) 801-486-7494
3244 South 300 West, Salt Lake City, Utah

CEDAR CITY
435-586-2345
171 N 100 W
Cedar City, UT 84720
ST. GEORGE
435-634-1548
3970 S. River Rd.
St. George, UT 84790
LAS VEGAS
702-932-7431
2975 Lincoln Rd.
Las Vegas, NV 89115

Item 11.

The equipment listed above is to be maintained subject to the terms and conditions on the reverse side of this page

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. Maintenance Agreement charges are payable yearly in advance on the anniversary date of the charge for the equipment described on the face hereof. The annual rate payable shall be at Les Olson Company's prevailing rate at the annual payment date. Monthly and Quarterly plans are available based on volume usage. Agreements may require minimum monthly volumes. LOC also reserves the right to adjust pricing at any time during this Contract in response to page coverage above 7% for mono pages and 30% for color pages. Meter collection may be necessary to ensure accurate billing. Customer agrees to provide meter readings as requested within a reasonable time frame. Customer agrees that LOC may increase the per page rate annually during any term of the Agreement by an amount not to exceed ten (10) percent of such charge.
2. Les Olson Company shall provide the recommended number of preventative maintenance calls (P.M.'s) on the equipment described on the face hereof. P.M.'s may be in conjunction with regular or emergency service calls. All calls made upon request by customer.
3. P.M.'s as well as all service calls under this Agreement shall be made by Les Olson Company during Les Olson Company's normal business hours. Service at times other than during Les Olson Company's normal business hours shall be furnished on Customer's request and at Les Olson Company's established charges for labor and travel in effect at the time such service (if available) work is performed. Standard Business Hours are 8:00 a.m. to 5:00 p.m. MST - Utah Locations and PST - Nevada Location.
4. During the term of this Agreement, Les Olson Company will provide without charge, replacement parts on an exchange basis, new or equivalent, which have been worn or broken through normal use. All other parts furnished will be billed to Customer at Les Olson Company's published parts prices in effect at the time such part is sold unless covered by maintenance contract. See maintenance type described on the face hereof.
5. Mileage may be charged for locations more than 50 miles from any LOC facility.
6. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of either service by personnel other than Les Olson Company personnel or use of supplies or parts other than supplies or parts meeting Les Olson Company's published supply or part specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the Customer, at Les Olson Company's published rates for service work and published parts prices in effect at the time such service work is performed. Machine environmental location must be in compliance within manufacturer specifications.
7. The annual rate(s) specified on the face hereof is (are) based upon Customer's use of the equipment for one eight hour shift. If used for more than one eight hour shift, the annual rate for such equipment will be as follows:

For two Shifts 150% of One Shift Charge	For three Shifts 200% of One Shift Charge
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8. When service work beyond normal wear and tear of the Agreement is required, (such as overhauls or remanufacture), Les Olson Company will submit a cost estimate for such service work. If such service work is authorized by the Customer, a separate invoice will be rendered therefore.
9. This agreement covers only the equipment described on the Face hereof and does not include any equipment or accessories not listed thereon.
10. All labor and materials, including any replacement parts necessary, will be furnished according to the contract type purchased. (Maintenance type is noted on the face of this document).
 - A. MFP Devices which utilize scanning technology may be billed separate for scans.
 - B. Network installation troubleshooting and coordination is billed separately.
11. This Agreement may not be assigned or transferred by the Customer without Les Olson Company Management's approval. Customer is responsible to inform LOC if equipment is moved.
12. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be timely paid by the Customer.
13. This Agreement (consisting of both sides of this page) constitutes the entire agreement between the Customer and Les Olson Company with respect to Les Olson Company's service. The provisions hereof shall be deemed to accurately represent the intent of the parties, not withstanding any variance with the terms and conditions of any order submitted by the Customer in respect to Les Olson Company's service.
14. The term of this contract will be one year; the number of copies specified or whichever comes first, or as otherwise specified on the front of this agreement. This contract shall automatically be renewed at the end of this period unless either party gives the other written notice 30 days in advance that the contract is to be canceled.
15. This Agreement shall be construed in accordance with the laws of the State of Utah. The purchaser agrees to pay; in the event the account becomes delinquent and is turned over to an attorney or third party collector, fees equal to fifty percent (50%) of the balance due plus all attendant collection costs. A Finance Charge of 1 1/2% per month (ANNUAL PERCENTAGE RATE 18%) will be charged on any overdue account.
16. IT Connectivity Service Agreement covers printing issues directly related to Les Olson Company provided equipment covered under an IT Connectivity Service Agreement. Agreement covers phone support and onsite service for: print driver installation; scanning to email, folders, or desktop; pc faxing and inbound routing. Issues outside of the LOC provided equipment (network failure, routers, etc.) are not covered under this agreement and service provided (if available) will be rendered at established service rates in effect at the time such service is performed.

TOWN OF APPLE VALLEY**RESOLUTION R-2022-32****A RESOLUTION OF THE APPLE VALLEY TOWN COUNCIL REINSTATING ITS DELEGATION TO AN ADMINISTRATIVE CONTROL BOARD OF ITS RIGHTS, POWERS, AND AUTHORITY RELATED TO THE BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT.**Recitals

Whereas Apple Valley Town (the “Town”) duly created by Resolution No. 2011-25 and pursuant to the provisions of Article XI, Section 7 of the Utah Constitution and Utah Code Annotated, § 17D-1-101, *et seq* the special service district called the Big Plains Water and Sewer Special Service District (the “District”).

Whereas Utah Code Annotated, § 17D-1-101 (the “Special Service District Act”) states that the District shall be governed by the Town Council as the legislative body, subject to any delegation to an administrative control board.

Whereas the Town, by resolution, previously delegated its rights, powers, and authority in relation to the District to an administrative control board (the “Board”).

Whereas the Town has the authority, by statute, to at any time modify, limit, or revoke any right, power, or authority delegated to the Board.

Whereas the Town Council finds that no public health, convenience, or necessity requires the continued revocation of the delegation to the Board, rendering Resolution 2019-1 and 2021-18 as null and void.

NOW, THEREFORE, BE IT RESOLVED by the Apple Valley Town Council:

1. No public health, convenience, or necessity exists that requires the revocation of the delegation to the Board.
2. The District shall have and exercise through its proper officers all of the rights, powers and authority conferred upon special service districts by and included in the Act and as otherwise provided by law for the purposes as herein provided.
3. The District’s Administrative Control Board is hereby delegated the power to act as the governing authority of the District and shall have and it is hereby vested with all powers, duties and responsibilities conferred upon such governing authority by the Act, and all laws amendatory and supplemental thereof, and implemented by this Resolution.
4. The Recitals are incorporated herein.

PASSED by the Town Council of Apple Valley, Utah, this 15th day of June, 2022.

Frank Lindhardt, Mayor

ATTEST:

Jenna Vizcardo, Town Recorder

Mayor Frank Lindhardt Voted _____
Councilmember Kevin Sair Voted _____
Councilmember Robin Whitmore Voted _____
Councilmember Marshal McGinnis Voted _____
Councilmember Barratt Nielson Voted _____

TOWN OF APPLE VALLEY

RESOLUTION NO. R-2022-33

A RESOLUTION APPOINTING BOARD MEMBERS FOR THE BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT

WHEREAS, the Town of Apple Valley ("Apple Valley") by ordinance (Ordinance No. 2011-25) established the Big Plains Water and Sewer Special Service District, ("District") which requires the mayor to appoint board members to the District; and

WHEREAS, the Mayor and one elected official of the Town of Apple Valley are required to serve as board members for the District, with three members of the board being appointed from the registered voters of Apple Valley.

NOW, THEREFORE, at a meeting of the legislative body of the Town of Apple Valley, Utah, duly called, noticed and held on the 15th day of June 2022, and upon motion duly made and seconded,

BE IT RESOLVED AS FOLLOWS:

Harold Merritt and Frank Lindhardt, Mayor are appointed as board members of the Big Plains Water and Sewer Special Service District to serve in the remaining months of the 2-year terms which will expire on January 1, 2024; and

Andy McGinnis, Town Council Member and Ross Gregerson are appointed as board members of the Big Plains Water and Sewer Special Service District to serve in the remaining months of the 4-year terms which will expire on January 5, 2026; and

Andy McGinnis is appointed as Chairman of the Big Plains Water and Sewer Special Service District.

The remaining position will be appointed at a later date.

PASSED by the Town Council of Apple Valley, Utah, this 15th day of June, 2022.

Frank Lindhardt, Mayor

ATTEST:

Jenna Vizcardo, Town Recorder

Mayor Frank Lindhardt Voted _____
Councilmember Kevin Sair Voted _____
Councilmember Robin Whitmore Voted _____
Councilmember Marshal McGinnis Voted _____
Councilmember Barratt Nielson Voted _____

**PERSONNEL POLICIES
AND PROCEDURES MANUAL
FOR THE
TOWN OF APPLE VALLEY**

Approved – ~~June 5, 2019~~

This document supersedes all personnel policies and procedures previously established or approved by the Town of Apple Valley.

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Town of Apple Valley
POLICIES & PROCEDURES ~~12/20/2018~~

PREFACE

It is the policy of the Town of Apple Valley to establish reasonable guidelines of conduct for management and employees to follow, and to ensure compliance with these guidelines through a program consistent with the best interests of the Town of Apple Valley and its employees. (The Town of Apple Valley shall heretofore be referred to as Apple Valley)

THIS MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT, SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY APPLE VALLEY EMPLOYEE, AND SHALL NOT CREATE ANY DUE PROCESS REQUIREMENT IN EXCESS OF FEDERAL OR STATE CONSTITUTIONAL OR STATUTORY REQUIREMENTS. The term "At-will" means employees can terminate or be terminated at will. Exceptions are employees having written contracts signed by the ~~Mayor~~ Town Administrator of Apple Valley.

It is also the policy of Apple Valley to comply with Federal and State Equal Employment Opportunity guidelines. All employment decisions will be made without unlawful regard as to race, color, religion, sex, national origin, age or disability. To this end, Apple Valley will not engage in any unlawful discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, age, or veteran's status, and will ensure that applicants and employees are treated without unlawful regard to these characteristics.

Additionally, it is the policy of Apple Valley to strive for safety in all activities and operations, and to carry out the commitment of compliance with health and safety laws applicable to Apple Valley by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

Apple Valley reserves the right to change any of its policies and/or procedures at any time in the future for any reason. Therefore, if you have suggestions or comments concerning the content of this manual, please submit them, in writing, to Apple Valley's Town Administrator ~~Mayor~~ for review. Thank you.

INTRODUCTION

Welcome,

Apple Valley's Personnel Policies and Procedures Manual is simply a written guide for management and staff. This manual not only outlines Apple Valley's policy on the various phases of the employer-employee relationship, it also indicates how policy is to be administered. Consequently, each employee is able to use this Manual as a guide when policy needs to be applied to a given situation.

As an employee of Apple-Valley you will be expected to read, understand, and follow the policies and procedures contained in this manual.

Experience has shown that written policies promote consistency, continuity, and understanding within an organization. Written policies also aid in consistently achieving fair and equitable interpretation of policy. Employees always feel a deeper understanding of their role in the organization when they realize that policies are uniformly administered. Please be advised that it is the obligation of each employee of Apple Valley to ~~conduct themselves in conformity with the principle of Equal Employment Opportunity at all times~~ always conduct themselves in conformity with the principle of Equal Employment Opportunity. All employment activities including, but not limited to, advertising, recruitment, hiring, promotion, demotion, transfer, disciplinary action, layoff, termination, compensation, and training, shall be conducted without unlawful regard to race, color, religion, sex, nation origin, age or disability.

And finally, no employee, officer, agent or other representative of Apple Valley has any authority to enter into any agreement for employment for any specified period of time or to make any agreement or representation, verbally or in writing, which alters, amends, or contradicts the provisions of this Personnel Policies and Procedures Manual.

~~Jauna McGinnis, Town Administrator~~ ~~Marty Lisonbee, Mayor~~

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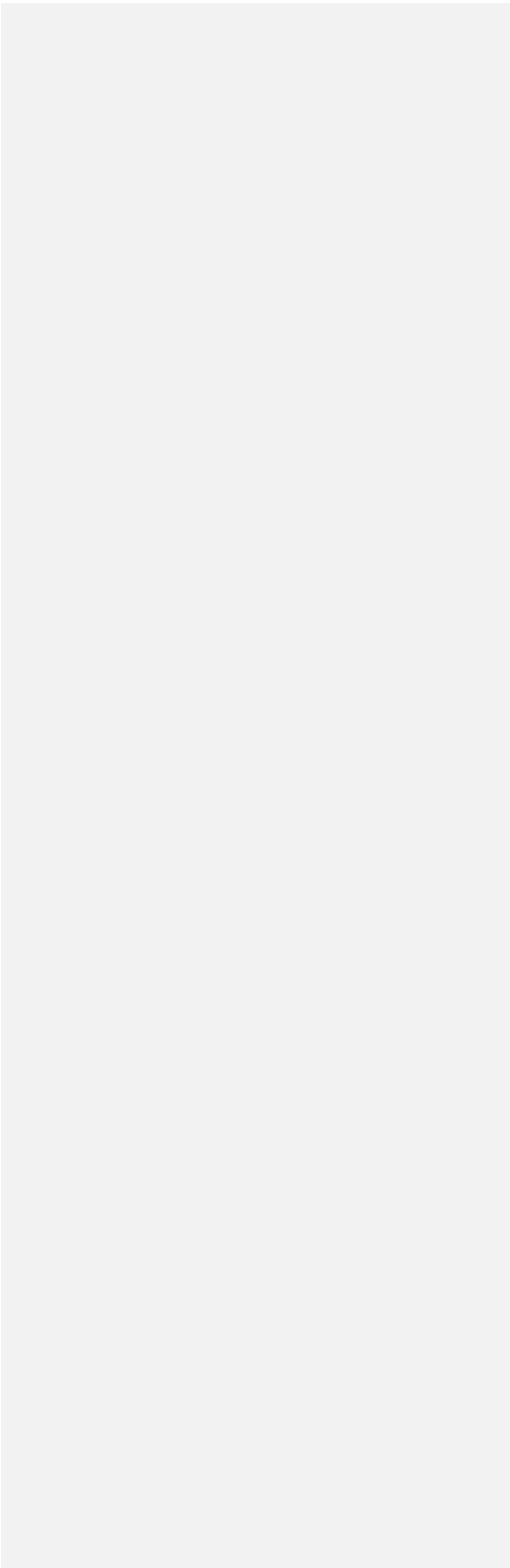
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SECTION I: EQUAL EMPLOYMENT OPPORTUNITY (EEO)

1. GENERAL POLICY. It is the policy of Apple Valley to comply with Equal Employment Opportunity standards in all phases of personnel administration: job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, etc, without unlawful regard to race, color, religion, sex, age, physical or mental disability, national origin or veteran status.
2. SUPERVISOR RESPONSIBILITIES. The ~~Mayor~~Town Administrator, or designee, will ensure that Apple Valley is in compliance with all of the personnel policies and procedures in this manual, including all EEO standards. Additionally, the ~~Mayor~~Town Administrator, or designee, will ensure that each employee receives a copy of this Personnel Policies and Procedures Manual and that the employee signs and dates a Policy Statement and Acknowledgment Form (~~see Sample # 1 for details~~) stating receipt of the manual. The ~~Mayor~~Town Administrator, or designee, will then file the signed and dated Policy Statement and Acknowledgment Form in the employee's personnel file.
3. EMPLOYEE RESPONSIBILITIES. Employees are responsible for informing themselves about the policies, practices, and benefits set forth in Apple Valley's Personnel Policy and Procedures Manual by reading them and, if necessary, asking that they be explained to them. Additionally, all employees are required to sign and date a Policy Statement and Acknowledgment Form stating receipt of this manual.

SECTION II: PROTECTION FROM CONTRACTOR CAUSED LOSSES/LIABILITIES

1. 1. GENERAL POLICY. Apple Valley will take all necessary precautions and steps in written contracts only to prevent loss and liability arising from entering relationships with independent contractors using the Hold Harmless Agreement (see Sample # 2 for details), which is a part of the Indemnity Provision Contract, or the entire Indemnity Provision Contract (see Sample # 3 for details). This does not apply to general maintenance and repair.

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2. SUPERVISOR RESPONSIBILITIES.

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- A. To ensure that no work is performed by any private contractor until:
 - (1) A written contract between Apple Valley and the contractor has been entered into and signed by both parties.
 - (2) The signed written contract has been co-signed by the Town recorder.
- B. Each contract with a private contractor should contain indemnity/hold harmless clauses which provide that:
 - (1) All contracts must contain indemnity and defense provisions in which the contractor assumes all liability arising out of work performed by the contractor or their officers, employees, agents, and volunteers.
 - (2) All contractors must provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance covering the contract concerned, prior to the execution of the contract.
 - (3) Apple Valley and its officials, employees, agents and volunteers must be named as Additional insured on the liability insurance policy.
- C. Each contract with a private contractor should contain provisions that ensure the contractor is carrying workers, compensation insurance coverage.
 - (1) Apple Valley should require evidence of Workers Compensation insurance (or evidence of qualified self-insurance) from all contractors.
 - (2) Apple Valley should have the contractor show evidence of the contractor's Workers Compensation coverage to Apple Valley.

SECTION III: EMPLOYEE HIRING

1. EMPLOYMENT. Job Descriptions ~~(see Sample # 4 for details)~~ defining the essential functions of the vacant position shall be drafted and adopted before the vacancy is posted or otherwise advertised internally or externally.
2. RECRUITMENT. All recruitment shall be conducted in accordance with Apple Valley's equal opportunity guidelines.
 - A. Internal Promotions. It is Apple Valley's policy to give first consideration to current agency employees desiring to fill an open job position.
 - B. External Advertising.
 - (1) Only the ~~Mayor~~Town Administrator, or designee, is authorized to place advertisements and respond to inquiries from employment agencies and/or job applicants.
 - (2) Each Job Opening Notice ~~(see Sample # 5 for details)~~ should contain a statement indicating that Apple Valley is an equal opportunity employer.
 - (3) Job Opening Notices may be advertised in the appropriate media, including the Department of Workforce Services should be utilized whenever possible, and through any other channels the ~~Mayor~~Town Administrator deems appropriate, on at least three (3) separate days.
 - (4) All Job Opening Notices must specify the name and the office of the person from whom Job Applications are to be obtained, the name and office of the person to whom completed applications are to be returned, and the deadline for filing an application.
 - (5) Advertisements may state that job applicants residing in Apple Valley or the surrounding area will be given hiring preference.
3. SELECTION.
 - A. Nepotism. It is the policy of Apple Valley to comply with the provisions of Utah's Anti-Nepotism Act, Utah Code 52-3-1.
 - B. Employment of Minors. It is the policy of Apple Valley that no one under the age of fourteen (14) shall be hired for any position.
 - C. Job Applications. All interested job applicants shall complete a Job Application ~~(see Sample # 6 for details)~~.
 - (1) All applications and resumes received for the job opening will be

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forwarded to the ~~Mayer~~ Town Administrator, or designee. Upon receipt, each application and resume will be marked with the date it was received and placed in an applicant's file for at least one (1) year.

- (2) Job applications shall be signed by the job applicant and the truth of all information contained therein shall be certified by the job applicant's signature. The job applicant shall provide a copy of required certified educational transcripts either with the application or upon hire.
- D. General Aptitude Test Battery (GATB). When necessary, job applicants may be required to take the GATB. If administration of the GATB is deemed necessary, it may be administered by the Department of Workforce Services.
- E. Other Tests. Job Applicants may be required to take other tests which Apple Valley deems necessary for a specific position. Job applicants for certain positions may require skills for which a known level of competence must exist such as mathematics or timed typing tests. When Apple Valley uses other ability tests, Apple Valley shall make reasonable accommodations for disabled applicants.
- F. Job Applicant Disqualification. An application may be rejected for, but not limited to, the following reasons. When the Job Applicant:
- (1) Does not meet minimum qualifications established for the position.
 - (2) Is physically or mentally unable to perform the essential duties and responsibilities of the position with, or without, reasonable accommodation(s) (determined only after a conditional offer of employment, pending the results of a medical examination, has been extended to a job applicant).
 - (3) Has falsified a material fact or failed to complete the application.
 - (4) Has failed to timely file the application.
 - (5) Has an unsatisfactory employment history or poor work references.
 - (6) Has failed to attain a passing score, if an examination is required.
- G. Reference Checks. In order to facilitate references checks, written permission shall be obtained from the applicant using the Applicant's Consent to Release Information Form ~~(see Sample # 9 for details)~~. Apple Valley may contact the references for each job applicant and ask job-related questions, which include similar questions for each job applicant checked; using Telephone and Written Reference Check Questionnaires ~~(see Samples # 10 and 11 for details)~~.

4. PLACEMENT.

- A. **Job Offers.** After a job applicant is approved by Apple Valley, the MayorTown Administrator shall notify the successful job applicant of their conditional selection through a written Job Offer Letter ~~(see Sample # 12 for details)~~. The written conditional Job Offer Letter shall clearly state the job description, salary conditions, and any provisional conditions of employment (i.e., successfully passing drug/alcohol tests). Additionally, the written conditional Job Offer Letter shall clearly state that the offer is not accepted until the candidate signs the written conditional Job Offer Letter and returns it to Apple Valley by the requested date. The original Job Offer Letter is then filed in the employee's file and a copy is given to the new employee during orientation. Written conditional Job Offer Letters should also include the following:
- (1) A clear statement of the job description.
 - (2) The employee's starting salary. Starting salary offers for exempt positions shall be figured for a specified period, such as a two (2) week period. Starting salary offers for non-exempt positions shall be figured at an hourly wage.
 - (3) The employee's job title.
 - (4) The employee's supervisor.
 - (5) Any relocation commitments, if applicable.
 - (6) Apple Valley at-will employment policy.
 - (7) The employee's starting date.
 - (8) The length of the employee's probationary period.
 - (9) Notice that employment is contingent upon passing a background examination, drug tests, medical/physical examinations, etc.
- B. **Job Rejection Letters.** Within five (5) working days after the job offer has been accepted, non-selected job applicants may be notified. The MayorTown Administrator, or designee, may send a Job Rejection Letter ~~(see Sample # 13 for details)~~ to each job applicant who was not selected for a job opening.
- C. **Medical Examinations.** Once Apple Valley has extended a conditional job offer to the job applicant, a medical interview or examination may be conducted by a health professional chosen by Apple Valley to determine a job applicant's ability to fulfill essential job related requirements. Only the MayorTown Administrator

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may authorize such interviews or physical examinations. All costs for required medical interviews or physical examinations will be borne by Apple Valley. The prospective employee must sign a written release of this information to Apple Valley.

- D. Reinstatements. Employees who are reinstated into Apple Valley may maintain their original anniversary date for seniority purposes as well as for those benefit programs governed by the anniversary date. The policy will be as follows:
 - (1) Layoffs. Employees who terminate because of reduction in work force will maintain their original anniversary date for seniority purposes if they are re-employed by Apple Valley within one (1) year after date of termination.
 - (2) Voluntary resignations. Employees who voluntarily terminate their employment with Apple Valley may maintain their original anniversary date, subject to ~~Mayer~~Town Administrator and/or Town Council approval, if they are re-employed by Apple Valley within six months after date of termination.
- E. Hiring New Employees.
 - (1) Required for All Employees: The ~~Mayer~~Town Administrator, or designee, is responsible for having new employees fill out all pre-employment forms, benefit applications, enrollment forms and providing basic information on Apple Valley's policies concerning pay, vacation, holidays, and sick leave, benefits, parking and work hours during the employee's first day of work.
- F. Orientation. Newly hired Apple Valley employees shall complete all required paperwork and receive an orientation on their first (1st) day of work.
 - (1) In accordance with the Immigration Reform and Control Act of 1986, all new employees shall provide proof of identity and employment status by completing an Employment Eligibility Verification Form (~~see Sample # 15 for details~~). The employee must sign under penalty of perjury that they are a U.S. citizen, a lawful permanent resident alien, or an alien otherwise authorized for U.S. employment.
 - (2) All new employees shall complete and sign a Form W-4 Federal Withholding Statement (~~see Sample # 16 for details~~).
 - (3) All new employees should be given a tour of the work-place with a brief overview of company rules and benefits. The employee should complete a New Employee Orientation Form (~~see Sample Number # 17 for details~~), that's been modified to meet the particular needs of Apple Valley.

G. Probationary Period.

- (1) All new employees shall be subject to a 180 day probationary period. During this period, probationary employees may be terminated with or without notice for any or no reason without any right to due process, notice, explanation, or appeal in connection with said termination.
- (2) Probationary periods begin on the first day of employment and continue for 180 days. Management will provide guidance to probationary employees so they understand work requirements.
- (3) An employee on probation shall have a performance evaluation at the end of the probationary period. This performance evaluation may be used to provide information to both the employee and management regarding the employee's performance. Management reserves the right to extend the initial probationary period for an additional 180 days on the basis of this performance evaluation. A performance evaluation and the results of such evaluation shall not obligate management to a particular course of action relative to the probationary employee nor shall it create any property/due process rights for the probationary employee relative to their job/position.

5. VOLUNTEERS.

- A. Court Ordered Community Service Volunteer Labor may be authorized at the discretion of the ~~Mayer~~Town Administrator. Background checks may be required.
- B. The ~~Mayer~~Town Administrator, with approval of the Town Council, may establish volunteer programs.
- C. The ~~Mayer~~Town Administrator shall develop guidelines for use of volunteers.
- D. Prior to accepting any volunteer services, the ~~Mayer~~Town Administrator and the volunteer shall sign a Memorandum of Understanding Agreement defining the nature and terms of the volunteer services.
- E. A volunteer shall be provided the protections as an employee of Apple Valley for:
 - (1) Workers compensation benefits for compensable injuries sustained by the volunteer while acting in the scope of employment.
 - (2) Operating Apple Valley owned vehicles or equipment when the volunteer is properly licensed to do so.
 - (3) Liability insurance coverage offered employees.

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- F. Volunteer service experience will be recognized for determining minimum qualifications for an employment position with Apple Valley.

SECTION IV: ALCOHOL AND DRUG FREE WORKPLACE

1. GENERAL POLICY. The purpose of this policy is to implement the Federal Drug Free Workplace Act of 1988 by providing for a safe and productive work environment that is free from impaired performance caused by employee use or abuse of alcohol, controlled substances, and/or medication.
2. EMPLOYEE RESPONSIBILITIES.
 - A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
 - B. Any employee convicted under a federal or state statute regulating controlled substances shall notify their supervisor and the ~~Mayer~~Town Administrator within five days after the conviction.
 - C. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
 - D. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours.
 - E. No employee shall represent Apple Valley in an official capacity while impaired by alcohol, illegal drugs, or medication.
 - F. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety sensitive functions while on duty for Apple Valley.
 - G. If an employee is using prescription or non-prescription medication that may impair performance of duties, the employee shall report that fact to their supervisor.
 - H. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify the ~~Mayer~~Town Administrator, or designee.
3. DISCIPLINARY ACTION. Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or medication, appropriate employee disciplinary action will be taken, up to and including termination.

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SECTION V: SEXUAL/GENDER HARASSMENT

1. GENERAL POLICY. It is the policy of Apple Valley that:
 - A. The giving or withholding of tangible job benefits based on the granting of sexual favors (Quid Pro Quo) and any behavior or conduct of a sexual/gender based nature which is demeaning, ridiculing or derisive and results in a hostile abusive or unwelcome work environment constitutes sexual harassment.
 - B. Unlawful discrimination/harassment of employees of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.
 - C. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted or participated in any manner in an investigative proceeding or hearing under this policy.
 - D. False or bad faith claims regarding sexual or gender harassment shall result in disciplinary action, up to and including termination, against the accuser.
 - E. Employees accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.
 - F. Records and proceedings of sexual harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.
 - G. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy and grievance procedures during orientation and in-service training.

SECTION VI: EMPLOYEE CODE OF CONDUCT

1. **PROFESSIONALISM.** Apple Valley is a professional association whose purpose, among others, is to provide professional services to its citizens. Its employees must adhere to high standards of public service that emphasize professionalism and courtesy. Employees are required to carry out efficiently the work items assigned at their responsibility, to maintain good moral conduct, and to do their part in maintaining good relationships with their supervisors and fellow employees, the public, and other member employees and officials. A separate Ethical Behavior Policy Statement is incorporated as part of this manual.
2. **PRIVILEGED INFORMATION.** Apple Valley employees involved with information of significant public interest may not use this privileged information for personal gain, nor to benefit friends or acquaintances. If an employee has an outside interest which could be affected by any Apple Valley plan or activity, this situation must be reported to the MayerTown Administrator immediately. Each employee is charged with the responsibility of ensuring only information that should be made available to the general public is released as defined in the Government Records Access and management Act.
3. **CONFIDENTIALITY.** Fellow employees have an unquestionable right to expect all personal information about themselves, their illness, their family and financial circumstances to be kept confidential. Every employee has an obligation to protect this confidence. Never discuss privileged information with others who are not authorized to receive it, either inside or outside the office.
4. **GIFTS AND GRATUITIES.** Apple Valley employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan or item of monetary value from any person seeking to obtain business with Apple Valley, or from any person within or outside Apple Valley employment whose interests may be affected by the employee's performance or nonperformance of official duties. Apple Valley employees will not accept gifts or gratuities except under circumstances allowed by the Utah Employee Ethics Act 67-16.
5. **ATTENDANCE.** Regular attendance and punctuality are essential to providing high quality work, service to customers, and to avoid extra work for fellow employees. Therefore, when the employee is going to be late or will not be able to report to work, the employee must notify their supervisor prior to the scheduled work time. If the employee is ill or has an emergency, they should notify their supervisor as soon as possible on each day of absence.
6. **APPEARANCE.** Apple Valley reserves the right to expect its employees to present a favorable impression during any contact with the public. All employees are expected to maintain a neat and clean personal appearance. Standards of dress shall be appropriate to the job and the tasks to be accomplished.

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7. SMOKING. In compliance with the Utah Indoor Clean Air Act, smoking is not permitted in Apple Valley facilities or on the grounds surrounding said facilities. Apple Valley also prohibits smoking in Apple Valley owned vehicles.
8. PERSONAL USE OF APPLE VALLEY OFFICE ITEMS.
 - A. Computer Equipment (In General).
 - (1) Personal use of Apple Valley owned computer systems is permitted only when all of the following criteria are met.
 - (a) The use offers an opportunity for the employee to increase the employee's job-related knowledge and skills.
 - (b) The employee is not compensated for the work performed, unless the employee has received prior written approval by the ~~Mayer~~Town Administrator, or designee.
 - (c) The employee pays for the cost of consumables and other attendant expenses (diskettes, paper, computer on-line/access charges, etc.).
 - (d) The employee uses the computer system after hours, or on the employee's personal time.
 - (e) The employee does not use the computer system for permanent storage of data.
 - (f) Use does not conflict with the employee's Apple Valley responsibilities or normal Apple Valley business.
 - (g) The use has been approved by the ~~Mayer~~Town Administrator, or designee.
 - (2) All data stored on, and software developed on, Apple Valley owned computer equipment is the property of Apple Valley and may be viewed/reviewed by the ~~Mayer~~Town Administrator, or designee, at any time.
 - (3) No pornography or sexually explicit material shall be accessed, stored, or viewed/reviewed on Apple Valley owned computer equipment.
 - (4) A separate IT and Computer Security Policy is hereby incorporated as part

of this manual.

- B. Postage Meters. No employee shall be allowed to use Apple Valley owned postage metering machines at any time for posting and mailing of any material of a personal nature.
- C. FAX and Copying Machines. Any employee desiring to use Apple Valley owned FAX or copying machines for items of a personal nature may do so after paying for such use at the employee rate which is in effect at the time of use.
- D. Telephone calls.

- (1) Employees are expressly prohibited from making long distance telephone calls of a personal nature on Apple Valley owned telephones.
- (2) All employees will use Apple Valley owned telephones for local personal calls judiciously. Local telephone calls will be limited to necessity and must not disrupt the carrying out of employee responsibilities.

9. PURCHASING. When procurement involves the expenditure of federal assistance funds, Apple Valley shall comply with all applicable federal laws and regulations, state laws, and Town ordinances and resolutions. For all purchases please refer to current purchasing policies.

10. TIME CARDS

- A. All employees of Apple Valley are required to maintain an accurate and legible record of all their hours worked for Apple Valley on time sheets/cards.
- B. Time sheets/cards will be signed and dated by the employee, and forwarded to the ~~Mayor~~Town Administrator, or designee, as directed for review and payment.

11. ~~CREDIT-DEBIT~~ CREDIT CARDS. Apple Valley ~~debit credit~~ cards shall be used for official business only, and shall not be used for the personal convenience of an employee.

It is the cardholder's responsibility to:

- Make only authorized purchases as prescribed by the District purchasing policy and approved budget.
- Retain receipts for all transactions.
- Keep the credit card and corresponding account information secure.

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- Immediately report any lost or stolen credit card and/or account information to the District.

- Sign the back of the issued card.
- Return the card upon termination.

It is accounts payable responsibility to:

- Reconcile the credit card statement upon its arrival.
- Report fraudulent charges or any discrepancies in the credit card statement in a timely manner

Prohibited credit card purchases:

- Any merchant, product, or service normally considered to be inappropriate use of District funds.
- Purchase of items for personal use or consumption.
- Alcohol
- Any use not in conformity with the purchasing policy.

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12. OUTSIDE ACTIVITIES. Apple Valley employees shall not use Apple Valley owned property in support of outside interests and activities when such use would compromise the integrity of Apple Valley or interfere with the employee's duties. Specifically, an employee who is involved in an outside activity such as a civic organization, church organization, committee unrelated to Apple Valley business, public office, or service club, shall:

- Pursue the outside activity on the employee's own time.
- Pursue the outside activity away from Apple Valley offices.
- Discourage any phone, mail or visitor contact related to the outside interest at Apple Valley offices.
- Arrange for annual leave or compensatory time off in advance to pursue the outside interest during business hours.
- Except as provided in paragraph 8, not use data processing equipment, postage metering machines, copiers, other Apple Valley owned equipment or supplies for the outside interest.

13. POLITICAL ACTIVITY.

- An employee shall not be coerced to support a political activity, whether funds or time are involved.

- B. An employee shall not engage in political activity during work hours, unless on approved leave.
- C. An employee shall not use Apple Valley owned equipment, supplies or resources, and other attendant expenses (diskettes, paper, computer online and access charges, etc.) When engaged in political activity.
- D. An employee shall not use, discriminate in favor of or against, any person or applicant for employment based on political activities.
- E. An employee shall not use the employee's title or position while engaging in political activity.

14. SECONDARY EMPLOYMENT.

- A. Apple Valley employment is primary.
 - (1) Employment with Apple Valley shall be the employee's primary employment. Apple Valley employees are permitted to engage in secondary or outside employment under the following guidelines. Outside employment must not be of a type that would reasonable give rise to criticism or suspicion of conflicting interests or duties.
 - (2) Employees are required to provide written notification to the MayerTown Administrator, or designee, using the Employee's Notice of Secondary Employment (see Sample # 19 for details) before starting any secondary or outside employment. This notification should include the following information:
 - (a) The employer's name, business name, and business address.
 - (b) A general overview of the type of business engaged in by the secondary employer.
 - (c) The specific duties engaged in by the employee at their secondary employment.
- B. Apple Valley's approval process.
 - (1) The MayerTown Administrator, or designee, shall review the information contained in the Employee's Notice of Secondary Employment and determine whether the employee's secondary employment is approved or

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denied. Factors to consider include, but are not limited to, the following:

- (a) That the secondary employment reasonably articulates some factor or factors which could negatively impact their employment with Apple Valley. For example, that the secondary employment could reasonably be expected to be too physically or mentally draining on the employee.
 - (b) That the secondary employment could invoke a conflict of interest with their employment with Apple Valley.
 - (c) That the secondary employment is immoral or unethical.
- (2) This decision shall be communicated in writing to the employee, using the same Employee's Notice of Secondary Employment. The employee:
- (a) Shall abide by that decision.
 - (b) May appeal the decision to the Town Council, whose decision shall be final.
 - (c) May voluntarily resign their employment with Apple Valley.

SECTION VII: DISCIPLINARY ACTION

1. GENERAL POLICY.

- A. It is the policy of the Apple Valley that management will inform its employees about what is expected at work, what constitutes employee misconduct, and what the employee's rights are, if disciplined.
- B. It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of Apple Valley government. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall follow the presentation of charges to the employee.
- C. Disciplinary action, up to and including termination, may be imposed for misconduct.
- D. Written documentation concerning employee disciplinary action imposed will become a permanent part of an employee's Personnel Record.

2. TYPES OF DISCIPLINARY ACTION.

A. Verbal Warning.

- (1) Whenever grounds for disciplinary action exist, and the ~~MayerTown~~ Administrator, or designee, determines that more severe action is not immediately necessary, the deficiency demonstrated should be verbally communicated to the employee.
- (2) Whenever possible, sufficient time for improvement should precede additional disciplinary action.

B. Written Reprimand.

- (1) The ~~MayerTown~~ Administrator, or designee, may reprimand an employee. The ~~MayerTown~~ Administrator, or designee, shall furnish the employee with an Employee Written Reprimand Notification (~~see Sample # 20 for details~~) setting forth the reason(s).
- (2) A copy of the Employee Written Reprimand Notification, signed by the ~~MayerTown~~ Administrator and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form, the ~~MayerTown~~ Administrator, or designee, will so state.

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C. Suspension.

- (1) The ~~Mayor~~Town Administrator, or designee, may suspend an employee with or without pay for up to, but not exceeding, thirty (30) calendar days for cause.
- (2) When suspending an employee, the ~~Mayor~~Town Administrator, or designee, shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, Imposing Disciplinary Action.
- (3) On or before the effective date of the suspension, the ~~Mayor~~Town Administrator, or designee, shall furnish the employee with a written Employee Suspension Notification (~~see Sample # 21 for details~~) setting forth the reason(s) for suspension.
- (4) A copy of the Employee Suspension Notification, signed by the ~~Mayor~~Town Administrator, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the ~~Mayor~~Town Administrator, or designee, will so state.

D. Demotion.

- (1) The ~~Mayor~~Town Administrator, or designee, may demote, or reduce in grade, and employee for cause or provide for reasonable accommodation in appropriate circumstances.
- (2) When demoting an employee, the ~~Mayor~~Town Administrator, or designee, shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, Imposing Disciplinary Action.
- (3) On or before the effective date of the demotion, the ~~Mayor~~Town Administrator, or designee, shall furnish the employee with a written Employee Demotion Notification (~~see Sample # 22 for details~~) setting forth the reason(s) for demotion.
- (4) A copy of the Employee Demotion Notification, signed by the ~~Mayor~~Town Administrator, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the ~~Mayor~~Town Administrator, or designee, will

so state.

E. Transfer.

- (1) The ~~Mayor~~MayorTown Administrator, or designee, may transfer an employee (with the exception of a probationary employee) by furnishing the employee with a written Employee Transfer Notification. ~~(see Sample # 23 for details).~~
- (2) A copy of the Employee Transfer Notification, signed by the ~~Mayor~~MayorTown Administrator, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the ~~Mayor~~MayorTown Administrator, or designee, will so state.

F. Termination.

- (1) The ~~Mayor~~MayorTown Administrator, or designee, may terminate an employee for cause.
- (2) When terminating an employee for cause, the ~~Mayor~~MayorTown Administrator, or designee, shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, Imposing Disciplinary Action.
- (3) On or before the effective date of the termination for cause, the ~~Mayor~~MayorTown Administrator, or designee, shall furnish the employee with a written Employee Termination Notification ~~(see Sample # 24 for details)~~ setting forth the reason(s) for termination.
- (4) A copy of the Employee Termination Notification, signed by the ~~Mayor~~MayorTown Administrator, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the ~~Mayor~~MayorTown Administrator, or designee, will so state.

3. CAUSES FOR DISCIPLINARY ACTION.

A. Causes for disciplinary action, up to and including termination, may include, but are not limited to, the following:

- (1) Violation of the laws of the State of Utah or the United States, other than minor traffic offenses.
- (2) Violation of the code of personal conduct.

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- (3) Conduct which endangers the peace and safety of others or poses a threat to the public interest.
- (4) Unjustified interference with work of other Apple Valley employees.
- (5) Misconduct.
- (6) Malfeasance.
- (7) Misfeasance.
- (8) Nonfeasance.
- (9) Incompetence.
- (10) Negligence.
- (11) Insubordination.
- (12) Failure to maintain skills.
- (13) Inadequate performance of duties.
- (14) Unauthorized absence or tardiness.
- (15) Falsification or unauthorized alteration of records.
- (16) Violation of Apple Valley policies.
- (17) Falsification of employment application.
- (18) Discrimination in hiring, assignment, or promotion.
- (19) Sexual harassment.
- (20) Violation of the Personnel Policies and Procedures.
- (21) Use of alcohol or drugs, other than medication prescribed by a physician, that affect job performance.
- (22) Falsifying Apple Valley Records.

- (23) Knowingly marking the time slip of another employee, authorizing one's time slip to be marked by another employee, unauthorized alteration of a time slip.
- (24) Unauthorized possession of firearms, weapons, or explosives on Apple Valley owned property, with the obvious exception of police officers.
- (25) Carelessness which affects the safety of personnel.
- (26) Threatening, intimidating, coercing, or interfering with fellow employees on the job, or the public at large.
- (27) Theft or removal of any Apple Valley property or the property of any employee from the work area premises without proper authorization.
- (28) Gambling or engaging in a lottery at any Apple Valley work area.
- (29) Misusing, destroying, or damaging any Apple Valley property or the property of any employee.
- (30) Deliberately restricting work output of themselves or others.
- (31) Drinking any alcoholic beverage during the workday, or being under the influence of illicit drugs or alcohol during the workday.
- (32) Sleeping during working hours, with the obvious exception of firefighter employees.
- (33) Fighting (verbal or physical) on Apple Valley premises, or while on Town business, or in a Town uniform.
- (34) Any act which might endanger the safety or lives of others.

SECTION VIII: TERMINATION OF EMPLOYMENT

1. TYPES OF TERMINATION. Any involuntary termination or termination of any employee who is allowed to resign, in lieu of an involuntary termination, should be reviewed with legal counsel before termination is pursued or a resignation is accepted to ensure the employee's due process property rights are not violated.
 - A. Retirement. Voluntary termination at the end of an employee's career.
 - B. Voluntary Resignation. When an employee wishes to leave Apple Valley, they will complete a Notice of Voluntary Resignation Form (~~see Sample # 26 for details~~) and present it to the ~~Mayer~~Town Administrator, or designee.
 - C. Resignation, in Lieu of an Involuntary Termination, Agreement. The ~~Mayer~~Town Administrator, or designee, may conclude that an employee should be involuntarily terminated for no reason (for probationary employees and Department Heads) or for cause. If Involuntary Termination proceedings have begun, but have not been completed and an employee suggests that they would like to voluntarily resign, the ~~Mayer~~Town Administrator may agree to a Resignation In Lieu Of an Involuntary Termination Agreement (~~see Sample # 27 for details~~).
 - D. Involuntary Termination. The ~~Mayer~~Town Administrator, or designee, may conclude that an employee should be involuntarily terminated for no reason (for probationary employees and Department Heads) or for cause.
 - E. Reductions in Force/Layoffs. Whenever it is necessary to reduce the number of employees in Apple Valley because of lack of work or lack of funds, Apple Valley may attempt to minimize layoffs by readjustment of personnel through reassignment of duties in other work areas.
 - F. Medical. The American's with Disabilities Act (ADA) prohibits illegal discrimination by an employer against an otherwise qualified individual with a disability. Consequently, an employee should not be terminated for medical reasons without prior consultation with legal counsel.
 - G. Death. If an employee of Apple Valley dies, their estate receives all pay due and any earned and payable benefits (such as payment for compensation time, annual leave, and/ or sick leave) as of the date of death.

2. REQUIRED NOTICE PRIOR TO TERMINATION.

- A. All employees, including at-will employees, must notify Apple Valley at least two (2) weeks before retiring or voluntarily resigning to be eligible:
 - (1) To receive pay for unused, accrued vacation leave (if applicable).
 - (2) To receive pay for vested sick leave (if applicable).
 - (3) For rehire.
- B. Apple Valley does not have a requirement to give any prior notice to an employee before terminating their employment with Apple Valley.
- C. Unused, accrued vacation leave (if applicable) and vested sick leave (if applicable) will always be paid for terminations of employment involving Reductions in Force/Layoffs, Medical Reasons, and Deaths.

3. TERMINATION PROCEDURES.

- A. A Notice of Voluntary Resignation Form, signed by the employee and the ~~Mayer~~Town Administrator, or designee, may be utilized in Voluntary Resignations.
- B. Involuntary Terminations/Separations for Cause require Apple Valley to provide their terminating employees with written notification of due process. At-Will Involuntary Terminations (for probationary employees and department heads) do not require Apple Valley to provide their terminating employees with written notification of due process.
- C. A Resignation in Lieu of an Involuntary Termination Agreement, signed by the employee and the ~~Mayer~~Town Administrator, or designee, may be utilized in negotiated terminations. A Resignation in Lieu of an Involuntary Termination Agreement does not require Apple Valley to provide their terminating employees with written notification of due process.
- D. The following steps should be taken for Voluntary Retirements:
 - (1) Employees who desire retirement should notify Apple Valley three (3) months in advance.
 - (2) Apple Valley should communicate the status of each employee's

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retirement benefits. Upon request for retirement benefits, Apple Valley should notify the administrator of the retirement program and the appropriate state and federal regulatory agencies.

- (3) Apple Valley should carefully explain to the employee what the options are (such as Cobra and Retirement Plan Options).
- (4) Apple Valley should give the employee ample time to review the retirement plan.
- (5) Apple Valley should have the employee sign a release, or at least a declaration statement, to the effect that they are electing retirement of their own free will.

E. The following steps should be taken for Reductions in Force/Layoffs:

- (1) Determine whether Apple Valley is required to follow statutory guidelines related to the reduction in force/layoff. If Apple Valley is required to follow statutory guidelines; policy, procedure and actual practice must comply with said guidelines.
- (2) If Apple Valley is facing a possible reduction in labor force, Apple Valley should explain the situation to its employees, advising them of the possibility that reductions in force/ layoffs may become an economic necessity for Apple Valley.
- (3) In the selection of employees for Apple Valley's reduction in force/layoff, the following guidelines should be considered:
 - (a) Selection should be based upon the employee's ability to perform the work assignments within the affected department.
 - (b) Seniority should govern the selection when ability is equal.
 - (c) Emergency, temporary, and probationary employees should be laid off first.
 - (d) Permanent employees should be the last to be laid off, when possible, in inverse order of their length of service.
 - (e) Before any reduction in force/layoff, Apple Valley should determine whether it is subject to the requirements of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101, et

seq.

- (f) Apple Valley should carefully explain to the employee what the options are (such as Cobra and Retirement Plan Options).
 - (g) If Apple Valley cannot give advanced notice of a reduction in force/layoff to the employee, two weeks severance pay may be given in lieu of notice for a bona fide reduction in force/layoff.
- (4) Written reductions in force/layoffs notices should contain the following information:
- (a) Statement that separation from employment is based on reduction in force/layoff.
 - (b) Anticipated date of layoff.
 - (c) Any options regarding employee placement in another position.
- F. Outstanding Pay.
- (1) Arrange for distribution of any paychecks which may be due the employee, including pay for any hours worked but not paid; pay for unused, accrued vacation leave (if applicable); or pay for vested sick leave (if applicable).
 - (2) Under Utah State law, the required timing of the final payment at termination is:
 - (a) A Voluntary Resignation. Within one (1) workday of effective resignation date.
 - (b) An Involuntary Termination/Separation for Cause. Within one (1) workday of last day worked.
- G. The terminating employee will return any supplies or equipment, which are the property of Apple Valley, to Apple Valley at termination.
- H. All terminating employees should complete an Exit Interview Form (~~see Sample #28 for details~~) with the ~~Mayor~~Town Administrator, or designee. The Exit Interview Form should be signed by the employee and the ~~Mayor~~Town Administrator, or designee.

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SECTION IX: RECORD KEEPING

1. GENERAL POLICY. Federal law requires employers to keep detailed data about their employees.
2. CONFIDENTIALITY. Employee records are maintained in compliance with the law.
 - A. Confidentiality must be maintained at all times with access limited to employees and their supervisory chain.
 - B. Apple Valley's policy is that only relevant, job-related information is maintained on its employees, that such information is held in strict confidence, and that access is limited only to those who require it for legitimate business reasons.
 - C. Employees have the opportunity to review their own files in the presence of the ~~Mayor~~Town Administrator, or designee, on Apple Valley premises during regular business hours.
3. PERSONNEL FILES REQUIREMENTS.
 - A. General.
 - (1) Personnel files are maintained on each employee and kept by the ~~Town Administrator~~ ~~Mayor~~Town Administrator and Clerk, or designee. ~~The Clerk's file will be retained by the Treasurer.~~ The record copy (original) of all appropriate personnel information, as set forth hereafter, related to an employee shall be filed in the employee's personnel file.
 - (2) No information from any record placed in an employee's personnel file will be communicated to any person or organization except by the ~~Mayor~~Town Administrator, or designee.
 - (3) Employees, or their representative designated in writing, may examine the employee's personnel file upon request during normal working hours at Apple Valley. When a Supervisor requires access to the personnel file of an employee under their supervision for the handling of personnel matters, the supervisor must obtain authorization from the ~~Mayor~~Town Administrator, or designee.
 - B. Contents.
 - (1) An employment record; including the employee's job application, resume,

interview forms, Employment Eligibility Verification (Form I-9), Employee's Withholding Allowance Certificate (Form W-4), etc.

- (2) A signed copy of the employee's acknowledgment of receiving a copy of the personnel policies and procedures manual; and the performance standard for the position the employee currently occupies.
 - (3) Election form to disclose or keep confidential, the employee's home address and home telephone number.
 - (4) All personnel action forms, including:
 - (a) Performance evaluations.
 - (b) Promotions or transfers.
 - (c) Salary rate changes.
 - (d) Disciplinary action taken. The employee will be asked to sign the disciplinary action form. If the employee refuses to sign this form; the Mayor/Town Administrator, or designee, will so state.
 - (5) Any information the employee wants included in response to any of the above actions.
 - (6) Records of citations for excellence or awards for good performance.
 - (7) Annual records of any leave accrued and taken. Official records of vacation and sick leave accrual and of leave usage are kept for employees by the Mayor/Town Administrator, or designee. Leave balances are shown on the official record to reflect any remaining leave to which an employee is entitled. Employees may check with the Mayor/Town Administrator, or designee, to obtain information regarding their current leave usage.
 - (8) Record of any other pertinent information having a bearing on the employee's status.
- C. Employee Information/Change of Employee Status. Employees are responsible for ensuring that personal employee information contained in their personnel files is current and accurate. Employee information (any change in number of dependents, marital status, address, telephone number, etc.) should be updated by completing an Employee Information/Change of Status Form (see Sample # 30)

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~~for details~~) and giving it to the ~~Mayer~~Town Administrator, or designee, to file in their personnel file.

- D. Giving References. Apple Valley limits information given in a reference to the following.

- (1) Verification that the employee worked, full-time or part-time, for Apple Valley during a stated period.
- (2) A description of the position held.
- (3) Verification that the employee achieved a given salary range.

- 4. OTHER FILES REQUIREMENTS. Records related to the items listed below should be kept for a period of at least one (1) year. In addition, records should be examined annually to keep the files current and to save those records that management feels should be kept longer.

- A. Job applications.
- B. Test papers completed by job applicants or candidates for any position.
- C. Results of any pre-employment physical exam and mobility exams should be kept for a period of at least four (4) years.
- D. Any advertisements or notices relating to job openings, promotions, training programs, or opportunities for overtime work.
- E. Records of promotion, demotion, transfer, selection for training, layoff, rehire, or termination of any employee. These should also be signed by the employee.

- 5. SALARY/WAGE REQUIREMENTS. The Federal Labor Standards Act (FLSA) requires Apple Valley to keep all of the following data on all employees for a period of at least three (3) years.

- A. Employee's sex.
- B. Time and day work week begins.
- C. Hours worked each day and total hours worked each week.
- D. Total daily or weekly straight-time earnings.

- E. Total additions to, or deductions from, wages paid each pay period, including an explanation of items that make up additions and deductions.
 - F. Date of payment and pay period covered.
 - G. Total overtime above regular compensation for work week.
6. OTHER REQUIREMENTS. There are record keeping requirements under other federal and state laws over which the personnel record keeping function has jurisdiction:
- A. Occupational Safety and Health Act (OSHA) record of injuries.
 - B. Employee Retirement Income Security Act (ERISA) record of pensions.
 - C. The Immigration Reform and Control Act (IRCA) of 1986 requires verification of status forms to be kept for three (3) years after the person is hired or for one (1) year after employment is terminated, whichever is later.

SECTION X: PERFORMANCE EVALUATIONS

1. GENERAL POLICY.

1. Performance evaluations will consist of a review between the supervisor and the employee using Apple Valley's Performance Evaluation Form ~~(see Sample # 3+ for details).~~
- B. It is the policy of Apple Valley that employee evaluations be conducted in a manner which will ensure fair treatment and an objective evaluation of employee performance.
- C. Goal setting is critical for the development of performance plans and standards. Goals define in broad terms the underlying purpose of a given activity or set of activities.
- D. Objectives specify what should be achieved during an employee's employment with Apple Valley.
- E. There are certain fundamental principles which govern the establishment of goals, objectives, and performance standards.
 - (1) Participatory Goal Setting. In setting goals and objectives of employees, the supervisors should seek to involve employees in the process.
 - (2) Outline Results to be Achieved. There should be room for flexibility. The supervisor should discuss with the employee how much will be done, when it needs to be completed, and what resources will be required.
 - (3) Relate to Organizational Objectives and Goals. In the process of initially formulating performance plans, each employee should be provided with the larger picture and how their work contributes to the organization. This is the responsibility of each supervisor.
 - (4) Define Objectives. Objectives must be clearly defined and understood by both employees and their supervisors. There must be clear agreement on resources to be made available, periodic reviews and other related control activities.
 - (5) Give Support. Employees should understand that they will be fully supported by their supervisors in pursuing the achievement of the mutually agreed upon objectives and standards.

2. PERFORMANCE PERIODS.

A. Probationary employees.

- (1) Employees on probation shall have performance evaluations following the end of their probationary period.
- (2) The performance evaluations may be used to provide information to both the employee and management regarding the employee's performance.
- (3) Probationary employees should understand that their performance evaluations and the results of such evaluations shall not obligate Apple Valley to a particular course of action relative to probationary employees, nor shall it create any property/due process rights for probationary employees relative to their jobs/positions.

B. Permanent employees.

- (1) Performance evaluations will be completed annually on the employee's anniversary date. An employee's anniversary date is defined as their first (1st) day on the job with Apple Valley.
- (2) Although a salary adjustment never automatically follows a performance evaluation, the performance evaluation will be included as a component of any future compensation increase.

3. CONFIDENTIALITY.

- A. Completed performance evaluations shall permanently remain in the employee's personnel file and become a part of the private information of that file.
- B. Performance evaluations may be used in decisions concerning advancement, future training needs, performance related salary adjustments and contested disciplinary actions.

SECTION XI: EMPLOYMENT CLASSIFICATIONS/COMPENSATION

1. 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.
2. EMPLOYMENT CLASSIFICATIONS. There are ~~five~~~~four~~ classifications of employees within Apple Valley:
 - A. 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.
 - B. 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 may or may~~ not qualify for ~~specific~~ Apple Valley benefits.
 - C. 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.
 - D. 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.
 - E. Volunteer. Individuals who serve in a non-compensated position. Individuals do not qualify for specific Apple Valley benefits.
3. 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:
 - A. 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.
 - B. 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.

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Town of Apple Valley
POLICIES & PROCEDURES ~~12/20/2018~~

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4. WORK WEEK.

- A. Begins on Sunday morning at 12:00 a.m. (midnight).
- B. Ends on Saturday evening at 12:00 a.m. (midnight).
- C. Employees engaged in public safety activities, such as Law Enforcement and Fire Protection Departments: As directed by the ~~Mayor~~Town Administrator, or designee.

5. WORK DAYS.

- A. Full Time: Monday - Friday.
- B. Part Time: As directed by the ~~Mayor~~Town Administrator, or designee.
- C. Employees engaged in public safety activities, such as Law Enforcement and Fire Protection Departments: As directed by the ~~Mayor~~Town Administrator, or designee.

6. WORK HOURS.

- A. Full Time: 8:00 a.m. - 12:00 noon/1:00 p.m. - 5:00 p.m.
- B. Part Time: As directed by the ~~Mayor~~Town Administrator or designee.
- C. Employees engaged in public safety activities, such as Law Enforcement and Fire Protection Departments: As directed by the ~~Mayor~~Town Administrator, or designee.

7. ATTENDANCE. Employees shall be in attendance at their work stations during normal working hours.

8. BREAKS AND LUNCH PERIODS.

- A. Full-time:
 - (1) 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.
 - (2) Lunch: One (1) hour unpaid lunch period during a standard work day.

- B. Part-time: As directed by the ~~Mayor~~Town Administrator, or designee.
- C. Employee breaks and lunch periods will be taken at the discretion of the ~~Mayor~~Town Administrator, or their supervisor, to ensure continuity in the flow of work.
- D. 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.
- E. Employees engaged in public safety activities, ~~i.e., such as Police and Fire Departments~~: As directed by the ~~Fire Chief~~Mayor~~Town Administrator, or designee. The fire chief will be directed by the Town Administrator.~~

9. ~~COMPENSATORY TIME OFF.~~

- ~~A. Employees may receive compensatory time off in lieu of overtime pay at Apple Valley's discretion. The Mayor~~Town Administrator~~, or designee, reserves the right to schedule when an employee's accrued compensatory time will be used. Written employee requests, to use their accumulated compensation time during specific dates and times, must be approved by the Mayor~~Town Administrator~~, or designee, who shall honor the requests unless granting the compensatory time off would create a substantial hardship for Apple Valley.~~
- ~~B. The law requires that after non-exempt employees have accumulated the maximum amounts of compensatory time off during any work period, any additional overtime must be paid as set forth below:~~
 - ~~(1) For employees engaged in public safety activities, such as Law Enforcement and Fire Protection Departments, with five (5) or more employees; not more than four hundred eighty (480) hours of compensatory time off may accrue.~~
 - ~~(2) For employees engaged in public safety activities, such as Law Enforcement and Fire Protection Departments, with less than five (5) employees; the FLSA does not apply.~~
 - ~~(3) For employees not engaged in public safety activities; not more than two hundred forty (240) hours of compensatory time off may accrue.~~
- ~~C. Compensation time off will be accumulated at the overtime rate of one and one-half (1 1/2) hours for every hour worked, for all overtime hours worked.~~

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109. TIME SHEETS. Employees will complete and sign, as verification of accuracy, an Employee Time Sheet (~~see Sample # 33 for details~~) showing all hours worked, including overtime, and submit the time sheet to the ~~Mayor~~Town Administrator, or designee, for examination and filing.

SECTION XII: SALARY PLANNING

1. GENERAL POLICY. The ~~Mayor~~Town Administrator, in conjunction with the Town Council, shall be responsible for the development and maintenance of a uniform and equitable pay plan for Apple Valley which shall consist of minimum and maximum rates of pay for each position and such intermediate steps as deemed necessary and equitable. Salaries shall be linked directly to the position classification plan and may take into consideration the following factors:
 - A. Ranges of pay for other positions.
 - B. Prevailing rates of pay for similar employment in both public and private organizations.
 - C. Cost of living factors.
 - D. Other benefits received by employees.
 - E. The financial policy and economic conditions of Apple Valley.

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SECTION XIII: PAYROLL ADMINISTRATION

1. **PAY PERIODS.** The Fair Labor Standards Act requires that wages be calculated on a periodic basis consisting of twenty eight (28) days for employees working in public safety activities, such as Law Enforcement and Firefighters, and on a weekly basis for employees not working in public safety activities, unless an exception is granted by the Department of Labor.
2. **PAY DAYS.** Apple Valley's pay days are as follows.
 - A. Employees will be paid on a bi-weekly basis for a total of 26 pay periods in a 12-month period.
3. **MINIMUM WAGE/SALARY.** The Fair Labor Standards Act requires that Apple Valley pay an employee at least the minimum wage, currently seven dollars and fifty cents (\$7.25), as a gross wage/salary, minus the legally required pay deductions.
4. **PAY DEDUCTIONS.** Apple Valley is permitted to make deductions authorized by their employees. The following is a checklist of automatic payroll deductions:
 - A. Itemized Deductions.
 - (1) Mandatory:
 - (a) Social Security.
 - (b) Federal Tax.
 - (c) State Tax.

SECTION XIV: REIMBURSABLE EXPENSES

1. GENERAL POLICY. With prior approval, legitimate expenses will be reimbursed by Apple Valley to the employee. Receipts should be required to reimburse the employee. Reimbursement may be in the form of petty cash, an addition to a paycheck, or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received.
2. TRAINING AND CONFERENCES. If required to attend training seminars, conferences, briefings, or gather information; an employee will be compensated, in addition to paying any tuition or fees, at the rate of one and one-half times their regular work day pay if hours worked exceed forty (40) hours in that week.
3. TRAVEL POLICY.
 - A. All travel outside of the Apple Valley limits during Apple Valley work hours shall be authorized by the ~~Mayer~~Town Administrator. A log of all such travel exceeding a thirty (30) mile radius of Apple Valley shall be kept. This log shall include the reason for the trip, the time the employee departed, and the time the employee returned, and vehicle used.
 - B. Travel for legitimate Apple Valley purposes in Apple Valley vehicles may be authorized when the use of the vehicle does not detract from the operational needs of Apple Valley. Overnight use of Apple Valley vehicles for travel purposes shall be authorized by the ~~Mayer~~Town Administrator.
 - C. If travel is outside the range of service of Apple Valley's repair shop, travel costs in conjunction with the use of Apple Valley vehicles shall be paid by the employee with receipts being kept for reimbursements.
 - D. All hotels or other sleeping accommodations and airplane or other travel accommodations shall be arranged in advance for overnight trips and paid in advance of the trip. If such payment in advance is not possible, Apple Valley shall reimburse to the employee the cash amount of the cost of such sleeping and travel accommodations after receiving the appropriate receipts to verify that the employee has expended their own money for such purposes. Failure to produce a receipt in such circumstances will necessitate the withholding of reimbursement. Receipts for hotel accommodations shall be turned into Apple Valley by the employee as a verification of attendance no matter what the form of payment.
 - E. Use of an employee's personal vehicle may be authorized when circumstances warrant. The employee shall keep track of the mileage associated with the

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approved travel and submit a request for reimbursement to the MayerTown Administrator based upon this record. The mileage rate will be consistent with the established rate used for Internal Revenue Service travel deductions (~~currently fifty-five (55) cents per mile~~).

- F. All registration fees, etc., will be paid in advance by check. If this is not possible, the employee will be reimbursed for their own expenditure for registration fees, etc. after presentation of a valid receipt in conjunction with previously authorized travel.
- G. The amount of twenty eight dollars (\$28.00) shall be granted as the maximum daily per diem allowance for Apple Valley employees engaged in travel on the Apple Valley's behalf. No per diem shall be authorized for spouses of employees or others traveling with the employee at their own expense (Please note: the MayerTown Administrator, however, may authorize the cost of a double rather than a single hotel room to accommodate the travel of a spouse with an employee). Receipts shall not be required for per diem advancements or compensation unless the employee requests reimbursement above the authorized amount.
- H. Travel that requires less than a full day shall be compensated by the following specific per diem allowances:
 - (1) Breakfast: Six dollars (\$6.00) maximum, when departing before 7:00 a.m.
 - (2) Lunch: Eight dollars (\$8.00) maximum.
 - (3) Dinner: Fourteen dollars (\$14.00) maximum, when returning after 7:00 p.m.
 - (4) These amounts may be either an advance, after submission and approval of travel request, or reimbursed after presentation of receipts.

SECTION XV: BENEFITS

1. WORKERS COMPENSATION.

- A. All employees are covered by workers compensation which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue benefits while receiving workers compensation payments. For exact compensation coverage, check the workers compensation contract on file with the ~~Mayer~~Town Administrator, or designee.
- B. Employees may use accrued vacation or sick leave to make up the difference between workers compensation benefits and their base pay.
- C. Medical Attention. An employee who sustains a bona fide, on-the-job injury may seek medical attention from the medical facility of their choice. They must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven (7) days to the insurance carrier, the Industrial Commission, and to the injured ~~worker~~worker (Please Note: Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan).
- D. Initial Reporting of Illness or Injury. Reporting the accident or illness is critical to qualification for payment under workers' compensation. If an employee is injured while on the job, no matter how minor, the circumstances should be reported to the ~~Mayer~~Town Administrator immediately. After Form 122 is filled out, a copy must be sent to the insurance carrier and a copy must be sent to the Industrial Commission within seven (7) days of the date of injury.
- E. Reporting while off the Job. While on leave because of a bone fide, on-the-job injury or illness, an employee must contact their supervisor or the ~~Mayer~~Town Administrator to report on their condition. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.
- F. Return to Service. All employees must return to work after the approval of the attending physician. A statement from the attending physician stating the employee is able to resume normal duties will be required before returning to work. Failure to return to work when directed may result in immediate termination. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job classification.

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G. At the time of final release or settlement of a workers compensation claim, if no vacancy exists; and, if a reasonable effort which have proven to be unsuccessful, has been made to place the employee in another position, they may be terminated and paid any accrued benefits due to them.

2. SOCIAL SECURITY/FICA. All employees whether full-time, part-time, or temporary are covered by the benefits of Old Age, Survivors, and Disability Insurance as provided for by law. Contributions of the employee and Apple Valley will be made in accordance with the provision of the law.

4. STATE AND FEDERAL UNEMPLOYMENT. All employees, whether regular, part-time, or temporary, are covered by the benefits of State and Federal Unemployment.

5. CONTINUING EDUCATION. Employees are encouraged to obtain continuing education through attendance at job related seminars. Requests for attendance must be approved in advance by the ~~Mayer~~Town Administrator, or designee.

A. Required by Apple Valley. When Apple Valley requires an employee to attend any education or training course, conference, seminar, or certification course, Apple Valley will provide the necessary time off with pay and will reimburse the employee for all associated costs including tuition or registration fees, authorized travel, meals, and lodging.

B. Encouraged by Apple Valley. Employees are encouraged to further their education and training in areas that will enhance their job performance. Upon advance approval by the ~~Mayer~~Town Administrator, and upon successful completion of relevant training courses, employees shall be reimbursed for tuition fees, materials, and other necessary and approved expenses upon presentation of proper receipts. Proof of successful completion will include one of the following:

- (1) A certificate indicating successful course completion, if applicable.
- (2) A grade point average of 2.0 or higher on a 4.0 (A, B, C, D) scale.
- (3) A grade pass on a pass/fail grading system.

6. RETIREMENT BENEFITS. The Town fully funds an employee pension plan through the Utah Retirement Systems (URS) for certain classes of employees as follows:

A. ELIGIBLE:

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1. Regular ~~each active~~ full-time employee. Eligibility begins after probationary period.
2. URS Tier 1 Employees: Based on the monthly pay established annually by the URS, currently \$1,148.
3. URS Tier 2 Appointed Officers are Part-Time Ineligible except for the following positions, which are deemed Full-Time Eligible if the employee meets the Town's definition of Full-Time:
 - a. Town Administrator
 - b. Finance Director
 - c. Town Clerk
 - d. Fire Chief
4. URS Tier 2 Elected Officers are Part-Time Ineligible.

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SECTION XVI: FAMILY AND MEDICAL LEAVE ACT (FMLA)

1. ~~GENERAL POLICY.~~

~~A. The Family and Medical Leave Act of 1993 requires many employers, including public agencies to provide up to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for eligible employees at the time of the birth or adoption of a child or at the time of a serious health condition affecting the employee or a family member.~~

~~B. A single public agency is further defined under Section 3(x) of the Federal Labor Standards Act to include Apple Valley.~~

~~C. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a medical facility or continuing treatment by a health care provider.~~

~~D. Intermittent leave or a reduced leave schedule for medical reasons can be taken under this policy when medically necessary. Intermittent leave or a reduced leave schedule to care for a new child can be taken only if the employee and Apple Valley mutually agree to that arrangement.~~

~~(1) Intermittent leave is leave that is not taken consecutively.~~

~~(2) A reduced leave schedule is a leave schedule that reduces the usual number of hours per work week or hours per work day.~~

2. ~~ELIGIBILITY. To be eligible for FMLA leave, an employee must:~~

~~A. Have been employed for at least twelve (12) months by the employer.~~

~~B. Have been employed for at least one thousand two hundred fifty (1,250) hours of service with that employer during the previous twelve (12) months.~~

~~C. Be employed by an employer who employs at least fifty (50) people within a seventy five (75) mile radius around the work site.~~

3. ~~LEAVE OPTIONS. At either the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.~~

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~~4. BENEFITS AND EMPLOYMENT STATUS.~~

~~A. During the FMLA leave, the employer must maintain the employee's health benefits coverage under any group health plan that the employee has with the employer.~~

~~B. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's FMLA leave. However, no seniority or other benefits will accrue during the FMLA leave.~~

~~C. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.~~

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SECTION XVII: LEAVES OF ABSENCE

1. ABSENT WITHOUT LEAVE.

- A. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination, by the MayerTown Administrator, or designee.
- B. Any employee who is absent for three (3) or more consecutive work days 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 MayerTown Administrator, or designee, by subsequent grant of leave with or without pay as the circumstances dictate.

2. ANNUAL VACATION LEAVE.

- A. Each permanent, full-time employee shall receive annual vacation leave at the following rate:
 - (1) For one (1) month to one (1) years of service, five (5) work days of annual vacation leave shall accrue at the rate of one-third day per month for each month worked.
 - (2) From one (1) years to five (5) years of service, ten (10) work days of annual vacation leave shall accrue at the rate of two thirds (2/3) day per month for each month worked.
 - (3) For over five (5) years of service, fifteen (15) work days of annual vacation leave shall accrue at the rate of ten hours (10) hours per month for each month worked.
- H. An employee who is separated from employment may be compensated for all accrued annual vacation leave.
- I. All annual vacation leave requests should be submitted a reasonable time in advance of the desired time off to the MayerTown Administrator, or designee. If an excessive (being the number of requests if granted that would render the department or organization ineffective) amount 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 MayerTown Administrator, or designee.

J. Official annual vacation leave records will be maintained and kept current by posting at least ~~annually once per month~~ by the ~~Mayer~~Town Administrator, or designee.

K. Vacation usage will be reported by the ~~Mayer~~Town Administrator, or designee, using attendance forms.

3. HOLIDAY LEAVE.

A. Holidays which apply to full time employees are:

- (1) New Year's Day.....January 1st
- (2) Human Rights Day.....3rd Monday in January
- (3) President's Day.....3rd Monday in February
- (4) Memorial Day.....Last Monday in May
- (5) Independence Day.....July 4th
- (6) Pioneer Day.....July 24th
- (7) Labor Day.....1st Monday in September
- (8) Columbus Day.....2nd Monday in October
- (9-10) Thanksgiving.....4th Thursday & Friday in November
- (11) Christmas Day.....December 25th

B. If any of the above holidays fall on Saturday, then the preceding Friday shall be the holiday. If any of the above holidays fall on Sunday, then the following Monday is the holiday.

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SECTION XVIII: GENERAL SAFETY

1. GENERAL POLICY. The following general safety rules will apply in all agency work places. Each work unit may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules.
 - A. Proper licensing and extreme caution are required by all employees operating any type of power equipment.
 - B. Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or appropriate to the work performed.
 - C. Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair will be properly secured.
 - D. All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor/manager.
 - E. Defective equipment will be reported immediately to the supervisor or ~~Mayor~~Town Administrator.
 - F. Employees will not operate equipment or use tools for which licensing and training has not been received.
 - G. In all work situations, safeguards required by State and Federal Safety Orders will be provided.
8. Due to the potential risk of serious injury or death, employees are prohibited from entertaining, or caring for, guests or family members in or around inherently dangerous work areas. These areas include, but are not limited to:
 - (1) Road repair.
 - (2) Construction areas.
 - (3) Vehicle maintenance areas.
 - (4) ~~Swimming pools.~~
 - (5) Animal control.
 - (6) ~~Power plants.~~

(7) Sewers.

2. PROPER USE OF APPLE VALLEY EQUIPMENT AND TOOLS. The use of Apple Valley equipment or tools for private purposes is strictly prohibited. However, reasonable use of Apple Valley tools and equipment to protect property and preserve life is authorized.
 - A. Employees shall be required to attend training provided by Apple Valley; including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved by Apple Valley.
 - B. A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless they have a current commercial driver's license in their possession. This license is required pursuant to the Commercial Motor Vehicle Safety Act, signed into law on October 27, 1986. Employees must renew their commercial driver's license at four (4) year intervals.
 - C. Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles shall observe all local traffic laws.
 - D. Employees shall keep the agency vehicles which are used by them clean, presentable, and serviceable. Employees receiving car allowances shall also keep their vehicles clean, presentable, and serviceable.

3. ACCIDENT REPORTING PROCEDURES.

- A. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify the ~~Mayor~~Town Administrator or their supervisor, who will ensure prompt and qualified medical attention, is provided and all required UOSHA reports are completed. Employees, who do not and/or will not accept qualified medical attention when directed by the ~~Mayor~~Town Administrator, or designee, shall be subject to disciplinary action, up to and including termination.
- B. The ~~Mayor~~Town Administrator, or designee, will investigate the ~~job-related~~job-related injury to determine the cause of the injury.
- C. Apple Valley shall contact UOSHA within twelve (12) hours of the occurrence of any ~~job-related~~job-related death, disabling, serious, or significant injury, and/or any occupational disease.
- D. Apple Valley file the required report with UOSHA within seven (7) days after first knowledge or notification of an injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. Minor injuries such as scratches and cuts do not need to be reported to UOSHA if they require only minor first-aid treatment.
- E. Apple Valley shall keep a copy of the UOSHA report in their UOSHA File.
- F. Apple Valley shall give the employee a copy of the UOSHA report and explain the employee's rights and responsibilities concerning the ~~work-related~~work-related injury or occupational disease.
- G. If an employee later dies as a result of ~~work-related~~work-related injury, Apple Valley shall file a report with UOSHA within seven (7) days of first knowledge or notification of the death.

Ethical Behavior Policy

Appointed Officials and Employee Code of Ethics

Prohibited Conduct

No current employee or officer, as specified, shall:

1. Disqualification from Acting on Apple Valley Business.
 - a. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;
 - b. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;
 - c. Fail to disqualify him or herself from acting on any transaction which involves Apple Valley and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;
 - d. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which Apple Valley or any Town agency may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time Apple Valley or Town agency enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.
2. Improper Use of Official Position.
 - a. Use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of Apple Valley; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;
 - b. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any Town funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.

- c. Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the Town; provided that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;
 - d. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with Apple Valley, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.
- 3. Accept Gifts or Loans.
 - a. Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:
 - i. Unsolicited flowers, plants, and floral arrangements;
 - ii. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
 - iii. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
 - iv. Unsolicited food items given to a department when the contents are shared among employees and the public;
 - v. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the [entity];
 - vi. Information material, publications, or subscriptions related to the recipient's performance of official duties;
 - vii. Food and beverages consumed at hosted receptions where attendance is related to official duties;
 - viii. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the Town;
 - ix. Travel costs, lodging, and tuition costs associated with Town sanctioned training or education when not provided by a private entity under contract with the Town;
 - x. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
 - xi. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
 - xii. Campaign contributions; and
 - xiii. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.
- 4. Disclose Privileged Information.

Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

5. Financial or Beneficial Interest in Transactions.

Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of Apple Valley. This includes receiving compensation, gratuity or other benefit from an interested party of an agreement or contract with Apple Valley.

6. Nepotism.

- a. Violate *Utah Code* § 52-3, which prohibits employment of relatives, with few exceptions.

7. Misuse of Public Resources or Property.

- a. Violate *Utah Code* § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.

8. Outside Employment.

- a. Retain secondary employment outside of Apple Valley employment, which, as determined by the Town Council, and according to Utah Administrative Code R477-9-2:
 - i. Interferes with an employee's performance.
 - ii. Conflicts with the interests of Apple Valley or the State of Utah.
 - iii. Gives reason for criticism or suspicion of conflicting interests or duties.

9. Political Activity.

- a. Except as otherwise provided by law:
 - i. The partisan political activity, political opinion, or political affiliation of an applicant for a position with Apple Valley may not provide a basis for denying employment to the applicant.
 - ii. An Apple Valley officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
 - iii. An Apple Valley employee may not engage in political campaigning or solicit political contributions during hours of employment.
 - iv. An Apple Valley officer or employee may not use Town equipment while engaged in campaigning or other political activity.
 - v. An Apple Valley officer or employee may not directly or indirectly coerce, command, or advise another Town officer or employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.
 - vi. An Apple Valley officer or employee may not attempt to make another officer or employee's employment status dependent on the officers or employee's support or lack of support of a political party,

affiliation, opinion, committee, organization, agency, or person engaged in political activity.

- b. An Apple Valley employee who has filed a declaration of candidacy may:
 - i. be given a leave of absence for the period between the primary election and the general election; and
 - ii. Use any vacation or other leave available to engage in campaign activities.
 - c. Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
 - d. Nothing in this chapter shall be construed to:
 - i. prohibit An Apple Valley officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
 - ii. Permit An Apple Valley officer or employee partisan political activity that is prohibited under federal law.
 - e. No Apple Valley officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any Apple Valley property.
 - f. No Apple Valley officer or employee shall promise any appointment to any position with Apple Valley as a reward for any political activity.
 - g. An Apple Valley employee who is elected to an office with [entity name shall terminate Town employment prior to being sworn into the elected office.
- 10. Fair and Equal Treatment.
 - a. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
 - b. No Apple Valley officer or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.
- 11. Prohibited Conduct After Leaving Apple Valley:
 - a. No former employee shall, during the period of one (1) year after leaving Apple Valley office or employment:
 - i. Disclose or use any privileged or proprietary information gained by reason of his/her Town employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
 - ii. Assist any person in proceedings involving an agency of Apple Valley with which he/she was previously employed, involving a matter in which he or she was officially involved, participated or acted in the course of duty;
 - iii. Represent any person as an advocate in any matter in which the former employee was officially involved while An Apple Valley employee;
 - iv. Participate as a competitor in any competitive selection process for a Town contract in which he or she assisted the Town in

determining the project or work to be done or the process to be used.

IT and Computer Security Policy

Statement

The Town of Apple Valley (Town) furnishes computers for employees' use in conducting Town business.

This includes access to e-mail and the Internet. The internet contains many useful features, including email to non-Town resources, access to research materials, and information exchange. The purpose of this policy is to establish basic rules for employees' use of the Town's computer system, including the Internet and email.

Computer System, Internet and E-mail Use Policies

The Internet can be misused in a variety of ways, including but not limited to:

1. Downloading files that contain viruses, thereby endangering Town information services;
2. Accessing objectionable material;
3. Wasting work time by performing unauthorized research or accessing non-business related information and people or for computer games, or online games.

Individual Responsibilities:

Internet users are responsible for complying with this and all other Town policies when using the Town's resources for accessing the Internet. Violation of this policy is grounds for disciplinary action, up to and including termination.

General Policies for Use of the Entity's Computer System, Including the Internet:

An employee does not have a right to privacy when using the Internet via Town resources and employees should not expect or assume any privacy regarding the content of email communications. The Town reserves the express right to monitor and inspect the activities of the employee while accessing the Internet at any time, and to read, use and disclose e-mail messages. In addition, all software, files, information, communications, and messages (including emails) downloaded or sent via the Internet using Town resources are the Town's records and property of the Town; such records are subject to potential review and disclosure under the public disclosure law of the State of Utah. Even after an email message has been "deleted," it may still be possible to retrieve it. It is your responsibility to not delete any emails, unless it is spam or junk, from any email account belonging to the Town.

The Town has the right to restrict or prohibit any employee from Internet access for violation of the policy. Violations may also result in disciplinary action, up to and including termination.

Internet use via Town resources is for Town business. Except as outlined here, use of Town's computer, Internet and email services are for Town business only. Some limited personal use is permitted, so long as it does not result in cost to the Town, does not interfere with the performance of duties, is brief in duration and frequency, does not distract from the conduct of Town business and does not compromise the security or integrity of Town information or software. Such limited use shall not occur on "paid time," but is permitted immediately before or after work hours and during an employee's breaks. Examples of allowable personal use include accessing a weather report or news item on the Internet, or transmitting email to a family member to assure safe arrival at home. Any personal use of Town's computer, Internet and email services must comply with all applicable laws and Town policies, including anti-discrimination policies and Internet usage policy.

Internet use must comply with applicable laws and Town policies including but not limited to all federal and state laws, and Town policies governing sexual harassment, discrimination, intellectual property protection, privacy, public disclosure, confidentiality, misuse of Town resources, information and data security.

All Internet use must be consistent with the Town's Personnel Policies Manual.

The Town's computer system permits employees to perform jobs, share files, and communicate internally and with selected outside individuals and entities in the performance and conduct of Town business. Employees are prohibited from gaining unauthorized access to another employee's email messages, or sending messages using another employee's password.

In order to prevent potential Town liability, it is the responsibility of all Internet users to clearly communicate to the recipient when the opinions expressed do not represent those of the Town.

The Town has the capability and reserves the right to access, review, copy, modify and delete any information transmitted through or stored in its computer system. The Town may disclose all such information to any party (inside or outside the Town) it deems appropriate and in accordance with applicable law. Accordingly, employees should not use the computer system to send, receive or store any information they wish to keep private. Employees should treat the computer system like a shared file system—with the expectation that files sent, received, or stored anywhere in the system will be available for review by any authorized representative of the Town for any purpose, as well as the public if a proper request is made for public records.

Good judgment should always be employed in using the Town's email and Internet systems. Employee email messages may be read by someone other than the person(s) to whom they were sent. Email inconsistent with the Town's policies must be avoided. For example, it is prohibited to make jokes or comments which could offend someone on the basis of gender, race, age, religion, national origin, disability or sexual orientation. These comments would be in direct conflict with the Town's policies prohibiting discrimination and harassment. Accordingly, employees should create and

send only courteous, professional and businesslike messages that do not contain objectionable offensive or potentially discriminatory material.

Caution should be taken in transmitting confidential information on the computer system. Employees should use due care in addressing email messages to assure messages are not inadvertently sent to the wrong person inside or outside the Town. Email creates a written record subject to court rules of discovery and may be used as evidence in claims or legal proceedings. Once sent, email cannot be retracted. Even after deletion at a workstation, email can be retrieved and read.

The safety and security of the Town's network and resources must be considered at all times when using the Internet. Any programs from a non-current source (i.e., software that is not purchased in original diskette or CD ROM format) or which involve executable or binary files must not be downloaded or installed without prior permission from the Town Administrator and without being properly scanned for viruses. Employees are not to share or reveal individual passwords to anyone.

There is a wide variety of information on the Internet. Some individuals may find information on the Internet offensive or otherwise objectionable. Individual users must be aware that the Town has no control over available information on the Internet and cannot be responsible for the content of information.

Prohibited Uses of the Internet:

The following is a non-exclusive list of prohibited uses of the Internet and email:

- Commercial use – any form of commercial use of the Internet is prohibited;
- Solicitation – the purchase or sale of personal items or non-business items through advertising on the Internet is prohibited;
- Copyright violations – the unlawful reproduction or distribution of copyrighted information, regardless of the source, is prohibited;
- Discrimination / Harassment – the use of the Internet to send messages or other content which is harassing, derogatory or unlawfully discriminatory to employees, citizens, vendors or customers is prohibited;
- Political – the use of the Internet for political purposes is prohibited;
- Aliases / Anonymous messages / misrepresentation – the use of aliases or transmission of anonymous messages is prohibited. Also, the misrepresentation of an employee's job title, job description, or position with the Town is prohibited;
- Social networking sites – the accessing and/or creation of social networking sites, such as Facebook, Twitter, Instagram, Blogs and similar sites is prohibited for non-entity business purposes;
- Instant messaging;
- Misinformation / Confidential Information – the release of untrue, distorted, or confidential information regarding Town business is prohibited;
- Viewing or Downloading of Non-Business Related Information - the accessing, viewing, distribution, downloading, or any other method for retrieving non-Town related information is prohibited. This includes, but is not limited to, entertainment sites, pornographic sites, sexually explicit sites, chat rooms and bulletin boards;
- Unauthorized attempts to access another's network or e-mail account;
- Display or transmission of sensitive or proprietary information to unauthorized persons or organizations;

- Spamming email accounts from the Town's email services or Town machines.

Nothing in this chapter prohibits the use and access of the described systems for bona fide law enforcement and investigation purposes.

Cash Receipting and Deposit Policy

Purpose

Establish a uniform control design for all departments of Town of Apple Valley (Town) that receive cash. Over time it is expected this policy will be adjusted for changes in systems and organizational structure at which time the Town Administrator will propose changes to the Town Council for review and approval.

Designated Receiving Official

The Town Recorder is designated as the Receiving Official.

Receiving Process

The Receiving Official or his/her designee will make a record of goods and services received by the Town.

Cash Receipts

1. All funds received are entered into the accounting system at the time of the transaction with enough detail to determine where/who the funds came from, the purpose for receiving the funds, the method of payment; cash, check, credit card etc., numbered in a sequential fashion, and designate the appropriate account. Manual receipts should have two copies: Customer copy, and Treasurer copy.
2. At the end of each day the person responsible for receiving cash will place cash, checks and credit card receipts received in a deposit bag and either deliver it to the Treasurer's office or place it in a secure (locked) place for deposit on the next deposit day.
3. Void/adjusted transactions. If a transaction needs to be voided or adjusted it should be done by someone who does not receive cash. If an office doesn't have enough employees to have adjustments made by a supervisor that doesn't receive cash, two employees will sign off on the adjustment or voided transaction explaining the circumstances causing the adjustment. The system should be designed to generate a report of all adjusted/voided transactions to facilitate monitoring of this process.
4. Every effort should be made to ensure large quantities of cash are not on hand overnight. The deposit should be made in the same day if time allows.

5. The Treasurer will receive funds, count the funds, compare the amount received to the supporting documentation provided. The Treasurer then enters the deposit into the accounting system and takes funds to the bank.
6. The Town will install and maintain surveillance systems in offices receiving funds. Surveillance evidence will be maintained for 60 days.
7. Mail will be opened in the presence of two or more employees and any correspondence containing payments will be removed and processed prior to distributing mail to individual persons or departments.

TOWN OF APPLE VALLEY

RESOLUTION R-2022-34

**A RESOLUTION AMENDING THE TOWN OF APPLE VALLEY PERSONNEL POLICIES AND
PROCEDURES MANUAL**

WHEREAS, the Town of Apple Valley has an adopted Personnel Policy and Procedures manual;
and,

WHEREAS, The Town Council of the Town of Apple Valley deems it necessary and appropriate
that the Policies and Procedures manual be amended; and,

WHEREAS, The Town Council of Apple Valley held a public meeting duly called, noticed and held
on the 15th day of June, 2022; and,

WHEREAS, a motion duly made, seconded, and accepted by majority vote in regard to these
changes was made; and,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apple Valley, Utah, that
the Policies and Procedures Manual be amended to reflect the changes and additions as
attached hereto.

PASSED THIS 15TH, DAY OF JUNE, 2022. This resolution shall be in full force and effect from the
date of passage.

Votes:

Mayor Frank Lindhardt	_____
Councilmember Kevin Sair	_____
Councilmember Robin Whitmore	_____
Councilmember Andy McGinnis	_____
Councilmember Barratt Nielson	_____

Mayor, Frank Lindhardt

Date

Attest: Jenna Vizcardo, Town Recorder

INTERLOCAL COOPERATION AGREEMENT REGARDING OFFICIAL BALLOT DROP BOXES

This INTERLOCAL COOPERATION AGREEMENT (the “Agreement”) is between Washington County, Utah (“the County”) and _____ City (“the City”, “the Town” or “Municipality”) located within the geographic boundary of the County (collectively, “the Parties”).

RECITALS

WHEREAS, under the Utah Election Code (Utah Code Ann. § 20A-1-101 et seq.) the Washington County Clerk-Auditor is charged with many duties pertaining to conducting fair elections in Washington County;

WHEREAS, municipalities within Washington County are responsible for conducting municipal elections within their own jurisdictions;

WHEREAS, new state law requires that one Official Ballot Drop Box be located in each municipality, as defined in Utah Code Annotated 20A-1-101(44), in the jurisdiction to which an election relates;

WHEREAS, due to the duties and responsibilities assigned to municipalities and the County, the Parties regularly cooperate to conduct safe and secure elections within the Municipality and County;

WHEREAS, the County adopted a vote by mail system for elections beginning in 2018 and has been implementing safe and secure practices for such elections, including the safety and security of ballot drop boxes and mail in ballots;

WHEREAS, under the Utah Code, local political subdivisions may enter into interlocal agreements for services related to elections;

WHEREAS, the County and the Municipality acknowledge the mutual benefit and efficiency of cooperating to locate and secure an Official Ballot Drop Box in the Municipality as required by state law, and for delivery of the Official Ballot Drop Box to the County Clerk for the purpose of opening and counting Official Ballots;

WHEREAS, the Municipality and the County are cooperating to administer new state rules about the location, monitoring, use, and delivery of the Official Ballot Drop Boxes, to enhance and execute their responsibilities to conduct safe and secure elections; and

WHEREAS, it is in the best interest of the citizens of the Municipality and Washington County to assist and cooperate with each other to accomplish these goals.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and pursuant to the Interlocal Cooperation Act, the Parties agree as follows.

A. SPECIFIC TERMS

Section 1. County.

(a) The County agrees to assist and support the Municipality in conducting safe and secure elections by delivering to the Municipality a locked metal box designated as an Official Ballot Drop Box.

(b) The County agrees to send two (2) election staff members to safely and securely pick up and replace an Official Ballot Drop Box that is full during the election cycle, up to the day before a scheduled election.

(c) The County will receive secured and locked Official Ballot Drop Boxes for the sole purpose of opening and counting Official Ballots. Only a designated County official shall open locked Official Ballot Drop Boxes for the purposes stated herein.

(d) The County will continue to conduct all statutorily required obligations, including signature verification, in accordance with applicable state and local codes if the Municipality has entered into an interlocal agreement for such election services.

Section 2. Municipality.

(a) The Municipality agrees to assist and support the County in conducting safe and secure elections by monitoring the Official Ballot Drop Box as required by state law.

(b) The Municipality agrees to make the Official Ballot Drop Box available to the public during normal business hours for the sole purpose of citizens inserting Official Ballots into the locked Official Ballot Drop Box. The Municipality will not open the Official Ballot Drop Box for any purpose.

(c) The Municipality agrees to monitor the Official Ballot Drop Box during normal business hours.

(d) After normal business hours, the Municipality agrees to place the Official Ballot Drop Box in a locked and secured location.

(e) On the day of a scheduled election, after normal business hours, the Municipality agrees to send two (2) staff members to safely and securely deliver the locked Official Ballot Drop Box to the County election official for the opening and counting of Official Ballots;

Section 3. Term. This Agreement shall become effective on the date it is duly executed and shall continue unless and until state law changes the requirement for municipal Official Ballot Drop Boxes. Upon such a change in state law, the Agreement will continue until termination as set forth in paragraph B(2), below. All provisions in prior interlocal agreements regarding election services between the Parties are revoked, but only to the extent narrowly required to give full effect to this Agreement.

B. GENERAL TERMS

Section 1. Purpose. The purpose of this Agreement is to allow the Parties to comply with state law to accomplish the intentions and purposes referred to in the recitals above.

Section 2. Termination. This Agreement is ongoing unless and until state law changes the requirements for municipal Official Ballot Drop Boxes. Upon a change in state law that removes the requirements, and other than as set forth in A(3), above, either Party, for good cause, may terminate this Agreement by notifying the other Party in writing of its intent to terminate the Agreement.

Section 3. No Waiver of Governmental Immunity. The Parties are governmental entities under the Governmental Immunity Act of Utah, Title 63, Chapter 30d of the Utah Code. None of the Parties waive any defenses otherwise available under the Governmental Immunity Act.

Section 4. Indemnity.

(a) The Municipality shall hold harmless and indemnify County, and its officers, employees and agents, against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorney's fees and costs) arising out of or resulting from the services in, or performance of, this Agreement if caused by any negligent act or omission, or any intentional misconduct, of the Municipality or any of its officers, employees or agents.

(b) The County shall hold harmless and indemnify the Municipality, and its officers, employees and agents against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorney's fees and costs) arising out of or resulting from the services in, or performance of, this Agreement if caused by any negligent act or omission, or any intentional misconduct, of the County or any of its officers, employees or agents.

Section 5. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows.

(a) This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Section 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Section 11-13-202.5(3).

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Section 11-13-209.

(d) No separate legal entity is created by the terms of this Agreement. The Parties designate the Chair of the County Commission as the Administrator responsible to administer this Agreement and the accomplishment of the purposes of the cooperative action contemplated hereby and specified herein pursuant to Utah Code Section 11-13-207.

(e) The effective date of this Agreement shall be the date that each of the Parties has signed it, adopted a resolution to approve it, and filed the Agreement with the keeper of records.

(f) The term of this Agreement shall commence on the date of full execution of this Agreement by all Parties.

(g) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

Following the execution of this Agreement by the Parties, either Party may cause a notice regarding this Agreement to be published on behalf of the Parties in accordance with Utah Code Section 11-13-219.

Section 6. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be hand delivered or sent by first-class mail, postage prepaid, and properly addressed to the Parties at the following addresses:

Town of Apple Valley
Attn: Clerk
1777 N Meadowlark Dr
Apple Valley, UT 84737

Washington County
Attn: Commission Chair
197 East Tabernacle St.
George, UT 84770.

Section 7. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, negotiations, representations, promises, or understandings of the Parties whether oral or written. No supplement, modification, amendment, or waiver of any obligation of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 8. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies.

Section 9. Governing Law. This Agreement shall be governed by the laws of the State of Utah. The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

Section 10. Counterparts; Filing. 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.

DATED this ____ day of _____, 2022.

WASHINGTON COUNTY

Victor Iverson
Washington County Commission Chair

Attest:

Susan Lewis
Washington County Clerk-Auditor

Date: _____

Approved as to Form:

Deputy Washington County Attorney

Town of Apple Valley

Mayor Frank G. Lindhardt

Attest:

Jenna Vizcardo, Town Recorder

Date: _____

Approved as to Form:

Nathan C. Reeve, Town Attorney

TOWN OF APPLE VALLEY

RESOLUTION NO. R-2022-35

**A RESOLUTION TO ADOPT AN INTERLOCAL COOPERATION AGREEMENT WITH WASHINGTON
COUNTY REGARDING OFFICIAL BALLOT DROP BOXES**

WHEREAS, the Town of Apple Valley ("Town") is responsible for conducting municipal elections without its own jurisdiction; and

WHEREAS, UTAH CODE Ann. §20A-1-101(44) requires that one Official Ballot Drop Box be located in each municipality to which an election relates; and

WHEREAS, the Town of Apple Valley desires to enter into an interlocal cooperation agreement with Washington County for the placement of an Official Ballot Drop Box.

NOW, THEREFORE, at a meeting of the legislative body of the Town of Apple Valley, Utah, duly called, noticed and held on the 15th day of June 2022, and upon motion duly made and seconded,

BE IT RESOLVED AS FOLLOWS by the Town that the Interlocal Cooperation Agreement Regarding Official Ballot Drop Boxes attached hereto and by this reference incorporated herein, is hereby approved, and the Mayor is hereby authorized to execute said agreement on behalf of the Town.

PASSED by the Town Council of Apple Valley, Utah, this 15th day of June, 2022.

Frank Lindhardt, Mayor

ATTEST:

Jenna Vizcardo, Town Recorder

Mayor Frank Lindhardt Voted _____
Councilmember Kevin Sair Voted _____
Councilmember Robin Whitmore Voted _____
Councilmember Marshal McGinnis Voted _____
Councilmember Barratt Nielson Voted _____

TOWN OF APPLE VALLEY

RESOLUTION NO. R-2022-36

**A RESOLUTION TO ADOPT A COOPERATIVE AGREEMENT WITH WASHINGTON COUNTY
HABITAT CONSERVATION PLAN**

WHEREAS, the Mojave desert tortoise was listed as threatened and protected under the U.S. Endangered Species Act in 1990 and is administered by the Washington County Habitat Conservation Plan (HCP); and

WHEREAS, the Town Council of Apple Valley resolved on April 21, 2022 to not participate in the HCP, or to collect the impact fee, and to place the liability upon applicants; and

WHEREAS, the Town of Apple Valley agrees to support the HCP through a cooperative agreement to provide the option to applicants.

NOW, THEREFORE, at a meeting of the legislative body of the Town of Apple Valley, Utah, duly called, noticed and held on the 15th day of June 2022, and upon motion duly made and seconded,

BE IT RESOLVED AS FOLLOWS:

1. It is the Town of Apple Valley's desire to provide the option to applicants to comply with the Endangered Species Act.
2. The Town will provide a Form of Participation Agreement/Certificate of Inclusion with all building permit applications for applicants to enroll their project with the Administrator of the Washington County Habitat Conservation Plan (HCP) for this option if desired.

PASSED by the Town Council of Apple Valley, Utah, this 15th day of June, 2022.

Frank Lindhardt, Mayor

ATTEST:

Jenna Vizcardo, Town Recorder

Mayor Frank Lindhardt Voted _____
Councilmember Kevin Sair Voted _____
Councilmember Robin Whitmore Voted _____
Councilmember Marshal McGinnis Voted _____
Councilmember Barratt Nielson Voted _____

**TOWN OF APPLE VALLEY
ORDINANCE O-2022-25**

**AN ORDINANCE ENACTING A TEMPORARY LAND USE REGULATION ESTABLISHING A
RESTRICTION ON ALL WATER WELL DRILLING AND REQUIRING ALL DEVELOPMENT
APPLICATIONS TO ACKNOWLEDGE WATER SUPPLY CONDITIONS**

WHEREAS, UTAH STATE CODE ANN. §10-9a-504 allows a municipality to enact an ordinance establishing a temporary land use regulation for any part or all of the area within a municipality if the legislative body makes a finding of compelling, countervailing public interest; and

WHEREAS, a temporary land use regulation under UTAH STATE CODE ANN. §10-9a-504 “may prohibit the erection, construction, reconstruction, or alteration of any building or structure”; and

WHEREAS, the Town of Apple Valley is authorized and responsible to ensure that Town culinary water used within the Town and provided to Town residents is being done so in a safe, responsible, and sustainable manner; and

WHEREAS, on April 21, 2022, the Governor of the State of Utah, issued Executive Order 2022-04 declaring a state of emergency due to drought conditions throughout the State of Utah; and

WHEREAS, the Town’s supply of culinary water is limited, and the Town is experiencing decreased capacity of its water supply; and

WHEREAS, the Town is concerned that the current drought conditions will result in critical water shortages and require further drastic curtailment measures that would be detrimental to the entire town and cause significant public harm; and

WHEREAS, the Town is undertaking projects to secure additional water sourcing and storage for culinary use, of which will not be integrated into the Town’s water system until approximately 2024; and

WHEREAS, the Town believes all development applications should acknowledge that water availability for future buildings and/or uses cannot be guaranteed by the Town; and

WHEREAS, UTAH STATE CODE ANN. §10-7-14 allows for enactment of restrictions affecting a municipality’s entire designated water service area to address health, safety, or general welfare need; and

WHEREAS, the Town Council finds a compelling, countervailing public interest in placing a temporary land use regulation to enact a restriction prohibiting any person located within the Town’s service area from drilling wells for culinary, irrigation, stock-watering or any other uses.

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

SECTION 1: Temporary Land Use Regulation. Based upon the premises stated above, the Town of Apple Valley Town Council hereby finds a compelling, countervailing public interest to enact the following temporary land use regulations:

- A. Prohibiting any person from drilling a well for culinary, irrigation, stock-watering or any other uses or causing a well to be drilled for culinary, irrigation, stock-watering or any other uses. The Council finds this ordinance and restriction is necessary to protect the health, safety, and general welfare of the Town of Apple Valley residents.
- B. As of the Effective Date, all incomplete and new development applications must submit with the application, an acknowledgment signed by both the applicant developer and the owner(s) of all real property which are part of the application that:
 - 1. Approval of a development application by the Town does not guarantee that sufficient water will be available to serve the zone, project, or permit for which the application is submitted; and
 - 2. Prior to receiving final approval for the application, and/or any building permit, the applicant may be required by the Tow of Apple Valley, to provide a guarantee of water service through a “Will Serve” letter from the Big Plains Water and Sewer Special Service District (“District”) which verifies that there is a sufficient water supply and guarantee of water for the application, or proof that another guaranteed source of water is available to the applicant; and
 - 3. For any application which may be approved without the “Will Serve” letter from the District, the applicant assumes the entire risk of water availability for the project and/or application.

SECTION 2: Duration. Pursuant to UTAH CODE ANN. §10-9a-504, this ordinance shall be in effect for a period of 180 days.

SECTION 3: Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

SECTION 4: Effective Date. The effective date of this Ordinance shall be retroactive to May 1, 2022

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley, Utah this 15th day of June, 2022.

[Signature Block on Next Page]

By: Frank G. Lindhardt, Mayor

ATTEST:

By: Jenna Vizcardo, Town Recorder

Mayor Frank Lindhardt	Aye ____	Nay ____	Absent ____
Council Member Kevin Sair	Aye ____	Nay ____	Absent ____
Council Member Robin Whitmore	Aye ____	Nay ____	Absent ____
Council Member Andy McGinnis	Aye ____	Nay ____	Absent ____
Council Member Barratt Nielson	Aye ____	Nay ____	Absent ____



Town of Apple Valley
1777 N Meadowlark Dr
Apple Valley UT 84737
T: 435.877.1190 | F: 435.877.1192
www.applevalleyut.gov

Parcel ID# _____

Item 19.

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, _____ am/are the applicant(s) of the application known as
_____ located on parcel(s)
_____ within the Town of Apple Valley, Washington County, Utah.

By my/our signatures(s) below, I/we do hereby acknowledge and agree to the following:

1. Approval of a development application by the Town does not guarantee that sufficient water will be available to serve the zone, project, or permit for which this application is being submitted; and
2. Prior to receiving final approval for the application, and/or any building permit, the applicant may be required by the Town of Apple Valley to provide a guarantee of water service through a "Will Serve" letter from the Big Plains Water and Sewer Special Service District ("District") which verifies that there is a sufficient water supply and guarantee of water for the application or proof that another guaranteed source of water is available to the applicant; and
3. For any application which may be approved without the "Will Serve" letter from the District, the applicant assumes the entire risk of water availability for the project and/or application.

Signature(s):

_____ Name	_____ Applicant/Owner	_____ Date
_____ Name	_____ Applicant/Owner	_____ Date
_____ Name	_____ Applicant/Owner	_____ Date

State of _____)
)§
County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal. _____

(notary signature)

(seal)