



## TOWN COUNCIL HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, June 17, 2026 at 6:00 PM

### AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Wednesday, June 17, 2026**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

**Mayor** | Michael Farrar

**Council Members** | Kevin Sair | Annie Spendlove | Scott Taylor | Richard Palmer

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

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

if the meeting requests a password use 1234

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

#### CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### PRAYER

#### ROLL CALL

#### DECLARATION OF CONFLICTS OF INTEREST

#### MAYOR'S TOWN UPDATE & REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

#### PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

#### PUBLIC HEARING

1. Ordinance O-2026-14, Repeal and Replace Title 14.13 Cemeteries.
2. Resolution R-2026-20, Water Rate Increase - Amend Title 01.20.010 Residential of Appendix A Schedule Of Water Rates, Fees, And Charges.
3. Resolution R-2026-18, Amending the Town Fee Schedule relating to Water Rates, Solid Waste Fees, Boundary Adjustments, Master Development Agreements, Water Agreements, and Other Agreements requiring Legal, Engineering, or Administrative Review and Establishing After-The-Fact Fees.

#### DISCUSSION AND ACTION

4. Ordinance-O-2026-15, Zone Change from Open Space Transition Zone (OST) to Agricultural 20 Acres Zone (AG-20) for parcel AV-1361-B , AV-1361-C.  
\*Planning Commission recommended approval on June 10, 2026.
5. Ordinance O-2026-16, Zone Change from Open Space Transition Zone (OST) to Agricultural 5 Acres Zone (AG-5) for parcel AV-1378-G.  
\*Planning Commission recommended approval on June 10, 2026.
6. Ordinance O-2026-14, Repeal and Replace Title 14.13 Cemeteries.
7. Resolution R-2026-20, Water Rate Increase - Amend Title 01.20.010 Residential of Appendix A Schedule Of Water Rates, Fees, And Charges.

- [8.](#) Resolution R-2026-18, Amending the Town Fee Schedule relating to Water Rates, Solid Waste Fees, Boundary Adjustments, Master Development Agreements, Water Agreements, and Other Agreements requiring Legal, Engineering, or Administrative Review and Establishing After-The-Fact Fees.
- [9.](#) Resolution R-2026-19, Adopt Fiscal Year (FY) 2027 Tentative Budget and establish June 30th at 6pm for public hearing date where the public can comment on the tentative budget.
- [10.](#) Resolution R-2026-22, Approving an Intergovernmental Cooperative Agreement by and between The Town of Colorado City, Arizona and Town of Apple Valley, Utah for Police Services.
- [11.](#) Resolution R-2026-21, Approving an Interlocal Cooperation Agreement for Justice Court Services between Hildale City and Apple Valley.
12. Formally accept a donation in the amount of \$4,230.00. These funds were received from the gold coin that the Council previously authorized the Mayor to redeem. It is unknown who originally donated the gold coin.
- [13.](#) Donation for Town Council Approval.
- [14.](#) Consideration of Updated URS Tier 2 Public Safety Retirement System Pickup Election.

#### **CONSENT AGENDA**

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

- [15.](#) Minutes: May 20, 2026 - Town Council Hearing and Meeting.

#### **REQUEST FOR A CLOSED SESSION: IF NECESSARY**

#### **ADJOURNMENT**

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

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

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



Proposal: Zone Change  
Current Zone: OST  
Proposed Zone: A-20 (Agricultural)  
Acres: 60  
Project location: AV-1361-B, AV-1361-C  
Number of Lots: 2  
Report prepared by Eldon Gibb, Planning Consultant with Shums Coda

The applicant is proposing to change the zoning from the current OST to a proposed A-20. Surrounding zoning is OSC, RE-20 and OST. The General Plan for the proposed property is Residential Low: 5+ acres.

The purpose for the zone change is to prepare the land for a lot-split and future development of a few more homes. The property is located North and East of Ranch Rd. The proposal identifies access to the parcels with a 12' foot wide private drive. This drive should meet all fire code requirements (width, designated turnarounds and slope percentage) in addition to what is recommended by the geotechnical survey. The zone change application identifies parcels AV-1361-B and AV-1361-C; however, looking at the application and in conjunction with the county maps, it appears the zone change involves AV-1361-E rather than AV-1361-C.

Parcel AV-1361-C is identified in the application as the north piece containing 19.89 acres; however, it appears to be identified on the County maps as already having its own parcel number of AV-1361-E. With this parcel being 19.89 acres, the town may want this parcel to be a minimum of 20 acres so that it matches the proposed zone change of A-20.

Parcel AV-1361-B is 40 acres in size. The application shows this parcel being divided into two lots. If this lot is divided, it should be divided equally so the future lots are 20 acres in size and in line with the proposed zone change of A-20.

Other than these few items mentioned above, it is apparent that this zone change is in line with the Town's Land Use Goals as the proposal appears to maintain the small-town, rural feel of Apple Valley. If approved, this zone change would create larger lot sizes (minimum of 20 acres) and help preserve the agricultural and historic heritage of Apple Valley.

The application is also requesting Conditional Use Permit for three rentals (one rental on each

lot). The applicant does not specify if these rentals are intended to be a commercial short term / nightly rental or if they will be utilized as a long term single family residential home. This should be clarified so there is no confusion moving forward.

Item 4.



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

**APPLICATION TO APPEAR BEFORE THE PLANNING COMMISSION**

Date of Planning Commission meeting for this agenda item to appear \_\_\_\_\_

Paperwork returned by \_\_\_\_\_ (Date) \_\_\_\_\_

Name of Applicant: Rick Trimmer

Site Location: Northeast of Ranch Rd, AV-1361-B and north 19.89 acres of AV-1361-C

Mailing Address: [REDACTED]

Phone: [REDACTED]

- Purpose of Request: (1) Perform a Lot Split of both AV-1361-B and AV-1361-C (convert two parcels to four parcels)
- (2) **Change zoning from OST to A-20 on approximately 60 acres** (north lot of AV-1361-C and both AV-1361-B lots)
- (3) Complete a Conditional Use Permit for three rentals (one rental per lot that was zone changed)

[Signature] 4/21/26  
 Applicant Signature Date

1. Annexations: \$2200.00 filing fee
2. Conditional Use Permit: \$800.00 filing fee
3. Zone Changes: \$1100.00 + Acreage Fee filing fee
4. Subdivisions: \$500.00 Application Fee + Per Lot Fee filing fee
5. Lot Line Adjustment: \$800.00 filing fee
6. Lot Split: \$800.00 per Lot filing fee
7. General Plan Amendment: \$1050.00 + Acreage Fee filing fee

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

\_\_\_\_\_/\_\_\_\_\_  
 Planning Commission Chairman Date

\_\_\_\_\_/\_\_\_\_\_  
 City Administration Date



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

See Fee Schedule Page 2

Zone Change Application			
Applications Must Be Submitted By The First Wednesday Of The Month			
Owner: Rick Trimmer		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable) Jared Madsen, Sky Engineering		Phone: (435) 680-5667	
Address/Location of Property: Northeast of Ranch Rd		Parcel ID: AV-1361-B and north 19.89 acres of AV-1361-C	
Existing Zone: OST		Proposed Zone: A-20	
For Planned Development Purposes: Acreage in Parcel <sup>60</sup> _____ Acreage in Application <sup>60</sup> _____			
Reason for the request <b>Allow lot split into three parcels for three homes.</b>			

**Submittal Requirements: The zone change application shall provide the following:**

- A. The name and address of owners in addition to above owner.
- B. An accurate property map showing the existing and proposed zoning classifications
- C. All abutting properties showing present zoning classifications
- D. An accurate legal description of the property to be rezoned
- E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- H. Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature 	Date 4/21/26
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Official Use Only	Amount Paid: \$ 5,800.00	Receipt No: 62022
Date Received: 5/19/2026	Date Application Deemed Complete:	
By:	By:	



April 28, 2026

Town of Apple Valley  
Planning & Zoning  
Apple Valley, UT 84737

**Re: North Portion of AV-1361-C and AV-1361-B Zone Change – Water and Sewer Utilities**

To Whom it May Concern:

This letter is provided to outline the proposed water and sewer utility approach for the above-referenced project located within the Town of Apple Valley.

**Water Service**

Water service for the project is proposed to be provided by an existing on-site groundwater well and pump system. The well will serve a total of three (3) additional single-family residential units. The well currently serves one single-family residential unit.

Preliminary investigations indicate that the existing well should be more than adequate to serve the proposed three residences for both culinary and fire suppression demands. The capacity and reliability of the well will be verified as part of the development process.

As the system will serve only four residential connections, it is not anticipated to be classified as a public water system.

Supporting infrastructure will be designed and constructed to provide adequate service to each residence. This will include, as needed, on-site storage, transmission lines, and appurtenances to ensure consistent delivery and pressure. The system will be designed to meet applicable fire suppression requirements in addition to domestic use.

**Sewer Service**

Wastewater service for the project will be provided via individual on-site septic systems for each residence.

Each septic system will be designed in accordance with applicable state and local regulations, including coordination with the appropriate jurisdictional agencies. Site-specific conditions, including soils and percolation characteristics, will be evaluated to ensure proper system design and long-term functionality.

Sincerely,

**Jared Madsen, PE**

Sky Engineering

jared@skyengineering.co

<https://www.skyengineering.co>

**New description (north portion of AV-1361-C)**

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (N1/2SE1/4SW1/4), SECTION 12, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 1°10'41" EAST 651.89 FEET ALONG THE CENTER SECTION LINE TO THE POINT OF BEGINNING, AND RUNNING THENCE NORTH 88°46'19" WEST 1321.87 FEET; THENCE NORTH 0°57'34" EAST 657.59 FEET TO A REBAR AND CAP MARKED AS B&C SURVEY LS 4490; THENCE SOUTH 88°31'31" EAST 1324.40 FEET TO A REBAR AND ALUMINUM CAP; THENCE SOUTH 1°10'41" WEST 651.89 FEET ALONG THE CENTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 19.89 ACRES, MORE OR LESS.

**AV-1361-B**

S: 12 T: 43S R: 11W SW1/4 SE1/4 SEC 12 T43S R11W

CONTAINS 40.00 ACRES, MORE OR LESS





Let's turn the answers on.

Dixie Service Center  
Estimating Dept.  
455 N. Old Hwy 91  
Hurricane, UT 84737

April 22, 2026

Rick Trimmer  
[REDACTED]

Re: 3 Home Apple Valley Project.

Located: AV-1361-B & Av1361-C

Dear Rick Trimmer:

After reviewing the proposed plans for the above-mentioned project, I have determined that power is available within a near proximity. Rocky Mountain Power intends to serve the project with electrical service based on load requirements and specifications submitted. All electrical installations will be provided in accordance with the "Electric Service Regulations", as filed with the Utah Public Service Commission after receiving an approved plat showing easements approved by Rocky Mountain Power.

For additional consultation on this matter, please do not hesitate to call.

Sincerely,

*Keldan Guymon*

Keldan Guymon  
Estimator  
Dixie Service Center  
435-357-1078

**BROWN DOUGLAS ANDREW TR, ET AL**  
AV-1363-B  
2138 LONG SKY DR  
SAINT GEORGE, UT 84770

**TRIMMER RICHARD**  
AV-1361-B  
317 CHOLLA DR  
WASHINGTON, UT 84780

**TOWN OF APPLE VALLEY**  
AV-1361-D  
1777 N MEADOWLARK DR  
APPLE VALLEY, UT 84737

**BROWN DOUGLAS ANDREW TR, ET AL**  
AV-1363-C  
2138 LONG SKY DR  
SAINT GEORGE, UT 84770

**BROWN DOUGLAS ANDREW TR, ET AL**  
AV-1361-C  
2138 LONG SKY DR  
SAINT GEORGE, UT 84770

**TRIMMER RICHARD**  
AV-1361-A-1  
317 CHOLLA DR  
WASHINGTON, UT 84780



# Trimmer Zone Change



**Legend**

**Ownership**

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wild
- National Park Service
- Shiwiwits Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

**Notes**

500' Buffer

Item 4.



**DISCLAIMER:** The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.



GS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

Parcel ID# \_\_\_\_\_



**Town of Apple Valley**  
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Apple Valley UT 84737  
T: 435.877.1190 | F: 435.877.1192  
www.applevalleyut.gov

**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, subdivision, or development for which this application is being submitted; and
2. Prior to receiving approval for the application, the applicant shall be required by the Town of Apple Valley to provide a Preliminary Water Service letter from the Big Plains Water Special Service District ("District") which verifies the conditions required to provide services to the project, subdivision or development; and
3. The applicant assumes the entire risk of water availability for the project, subdivision or development and/or application.

Signature(s):

[Signature]

Name

[Signature]

Name

Richard Trimmer

Applicant/Owner

4/21/26

Date

Douglas A Brown

Applicant/Owner

4-27-26

Date

Name

Applicant/Owner

Date

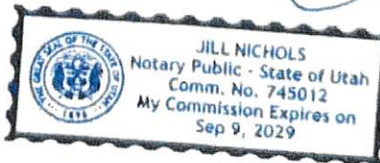
State of UTAH

County of WASHINGTON

On this 21 day of APRIL, in the year 2026, before me, Jill Nichols a notary public, personally appeared RICHARD D. TRIMMER, 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. [Signature]  
(notary signature)

(seal)



# SUBDIVISION APPROVAL PROCESS

## AFFIDAVIT

### PROPERTY OWNER

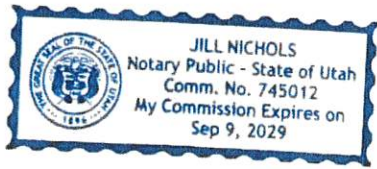
Item 4.

STATE OF UTAH )  
  )§  
COUNTY OF WASHINGTON )

I (We) \_\_\_\_\_, being duly sworn, depose and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) also acknowledge that I (We) have received written instructions regarding the process for which I (We) am (are) applying and the Apple Valley Town planning staff have indicated they are available to assist me in making this application.

[Signature]  
Property Owner  
[Signature]  
Property Owner

Subscribed and sworn to me this 21 day of April, 2026.



[Signature]  
Notary Public  
Residing in: ST. GEORGE  
My Commission Expires: 9/9/29

### AGENT AUTHORIZATION

I (We), \_\_\_\_\_, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Jared Madsen, Sky Engineering to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering this application and to act in all respects as our agent in matters pertaining to the attached application.

[Signature]  
Property Owner  
[Signature]  
Property Owner

Subscribed and sworn to me this 21 day of April, 2026.

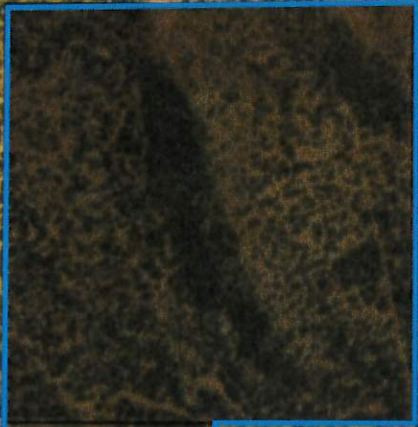


[Signature]  
Notary Public  
Residing in: ST. GEORGE  
My Commission Expires: 9/9/29

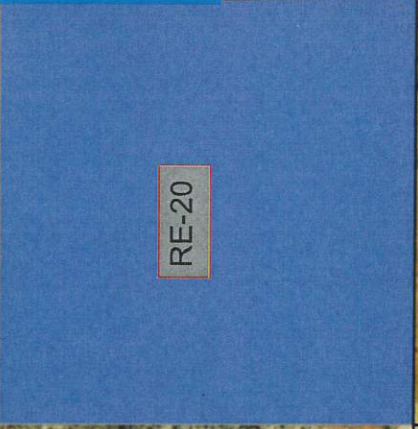
Zone Change Exhibit

BLM

Zone Change  
OST to A-20

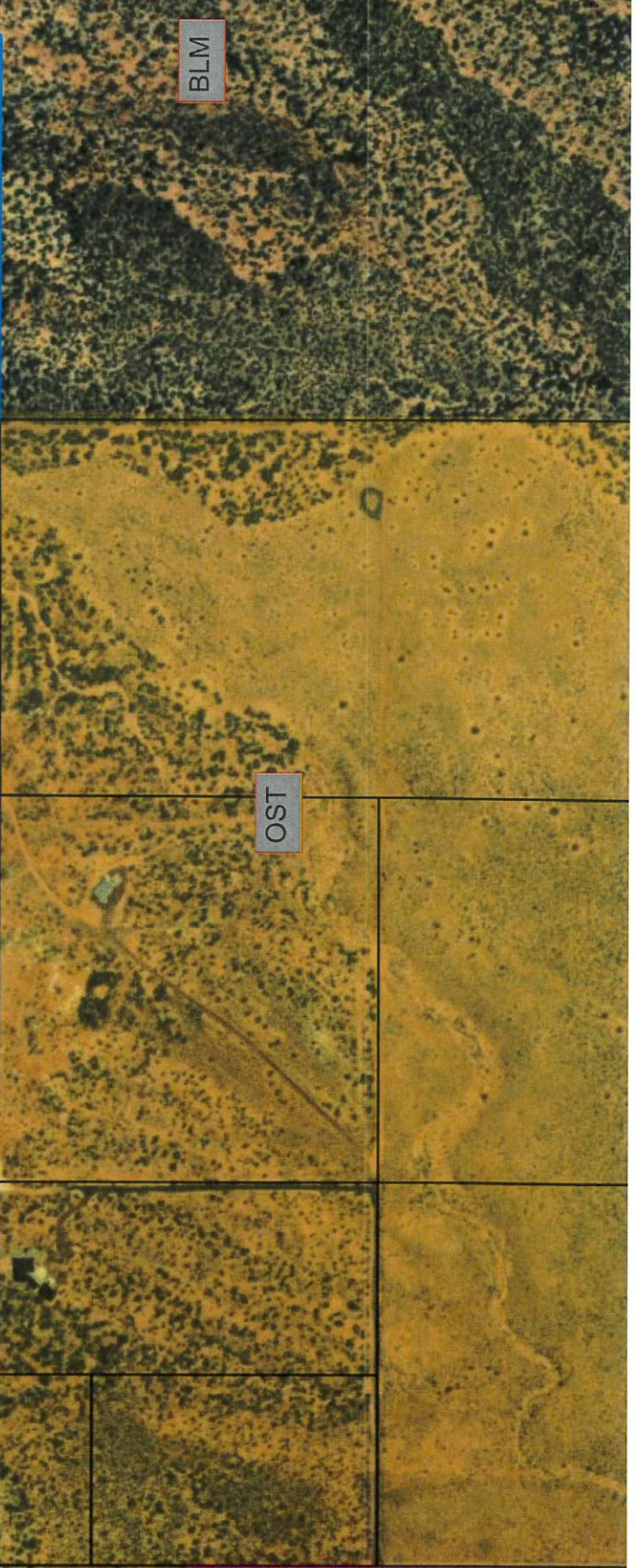


RE-20



BLM

OST



**TOWN OF APPLE VALLEY  
ORDINANCE O-2026-15**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1361-B AND NORTH 19.89 ACRES OF AV-1361-C FROM OPEN SPACE TRANSITION ZONE (OST) TO AGRICULTURAL 20 ACRES ZONE (AG-20)**

**WHEREAS**, the Town of Apple Valley (“Town”) has petitioned to rezone parcel AV-1361-B and North 19.89 Acres of AV-1361-C from Open Space Transition Zone (OST) to Agricultural 20 Acres Zone (AG-20); and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on June 10, 2026, to consider the request and, in a meeting on the same date, voted to recommend approval of the zone change; and

**WHEREAS**, the Town Council has reviewed the Planning Commission’s recommendation and finds that the proposed zone change serves a rational public interest, creating larger lot sizes, helping preserve the agricultural and historic heritage of Apple Valley; and

**WHEREAS**, on June 17, 2026 the Town Council of Apple Valley, Utah, convened in a duly noticed and held meeting to consider the proposed amendment;

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

**SECTION I: Zoning Amendment**

The zoning designation for parcel AV-1361-B and North 19.89 Acres of AV-1361-C is hereby changed from Open Space Transition Zone (OST) to Agricultural 20 Acres Zone (AG-20).

**SECTION II: Official Zoning Map Update**

The Official Zoning Map shall be amended to reflect this zoning change.

**SECTION III: Effective Date:**

This ordinance shall take effect immediately upon passage and adoption.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Apple Valley, Utah, this 17th day of June, 2026.

PRESIDING OFFICER

\_\_\_\_\_  
Michael L. Farrar, Mayor

ATTEST:

\_\_\_\_\_  
Jenna Vizcardo, Town Clerk/Recorder

VOTE RECORD:	AYE	NAY	ABSENT	ABSTAIN
Mayor   Michael Farrar	_____	_____	_____	_____
Council Member   Kevin Sair	_____	_____	_____	_____
Council Member   Annie Spendlove	_____	_____	_____	_____
Council Member   Scott Taylor	_____	_____	_____	_____
Council Member   Richard Palmer	_____	_____	_____	_____



Proposal: Zone Change

Current Zone: OST

Proposed Zone: A-5

Acres: 20

Project location: AV-1378-G

Number of Lots: 1

Report prepared by Eldon Gibb, Planning Consultant with Shums Coda

The applicant is proposing to change the zoning from the current OST to a proposed A-5. The property is 20 acres in size. The purpose for the zone change is to prepare for a lot-split.

The property is currently zoned OST. Surrounding zoning is Agricultural to the north, east, south and OST to the west. The General Plan for this property Agricultural. The proposed Zone Change is in line with the General Plan as this proposal would require lots to be 5 acres in size or larger. Furthermore, in section 2.4 - Land Use Goals it is stated as a goal, "Maintain the small-town, rural feel of Apple Valley". It appears this zone change application is in line with the intent of the General Plan as it would create larger lot sizes and help preserve the agricultural and historic heritage of Apple Valley. .

It appears access to the property is available from 1740 East. 1740 East does not appear to be a public road. Access easements may be needed for future development.



**Town of Apple Valley**  
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 Apple Valley UT 84737  
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See Fee Schedule Page 2


Item 5.

Zone Change Application			
Applications Must Be Submitted By The First Wednesday Of The Month			
Owner: Jason Curtis	Phone: [REDACTED]		
Address: [REDACTED]	Email: [REDACTED]		
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable) ProValue Engineering (Karl)	Phone: 435-668-8307		
Address/Location of Property: Appr. 1600 E 2500 S	Parcel ID: AV-1378-G		
Existing Zone: OST	Proposed Zone: A-5		
For Planned Development Purposes: Acreage in Parcel <sup>20</sup>		Acreage in Application <sup>20</sup>	
Reason for the request <b>To subdivide property</b>			

**Submittal Requirements: The zone change application shall provide the following:**

- A. The name and address of owners in addition to above owner.
- B. An accurate property map showing the existing and proposed zoning classifications
- C. All abutting properties showing present zoning classifications
- D. An accurate legal description of the property to be rezoned
- E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- F. Stamped envelopes with the names and address of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- H. Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature 	Date 5/19/26
--	-----------------

Official Use Only	Amount Paid: \$ 1,800.00	Receipt No: 62029
Date Received: 5/20/26	Date Application Deemed Complete:	
By: 	By:	



SUBDIVISION APPROVAL PROCESS

AFFIDAVIT

PROPERTY OWNER

Item 5.

STATE OF UTAH )
)§
COUNTY OF WASHINGTON )

I (We) Jason Curtis, being duly sworn, depose and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) also acknowledge that I (We) have received written instructions regarding the process for which I (We) am (are) applying and the Apple Valley Town planning staff have indicated they are available to assist me in making this application.

Handwritten signature of Jason Curtis over a horizontal line, with the text 'Property Owner' printed below.

Property Owner

Subscribed and sworn to me this 19 day of May, 2020.



Handwritten signature of Treasa Anderson over a horizontal line, with the text 'Notary Public' printed below.

Notary Public

Residing in: Washington County

My Commission Expires: December 20, 2028

AGENT AUTHORIZATION

I (We), \_\_\_\_\_, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) \_\_\_\_\_ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Property Owner

Property Owner

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

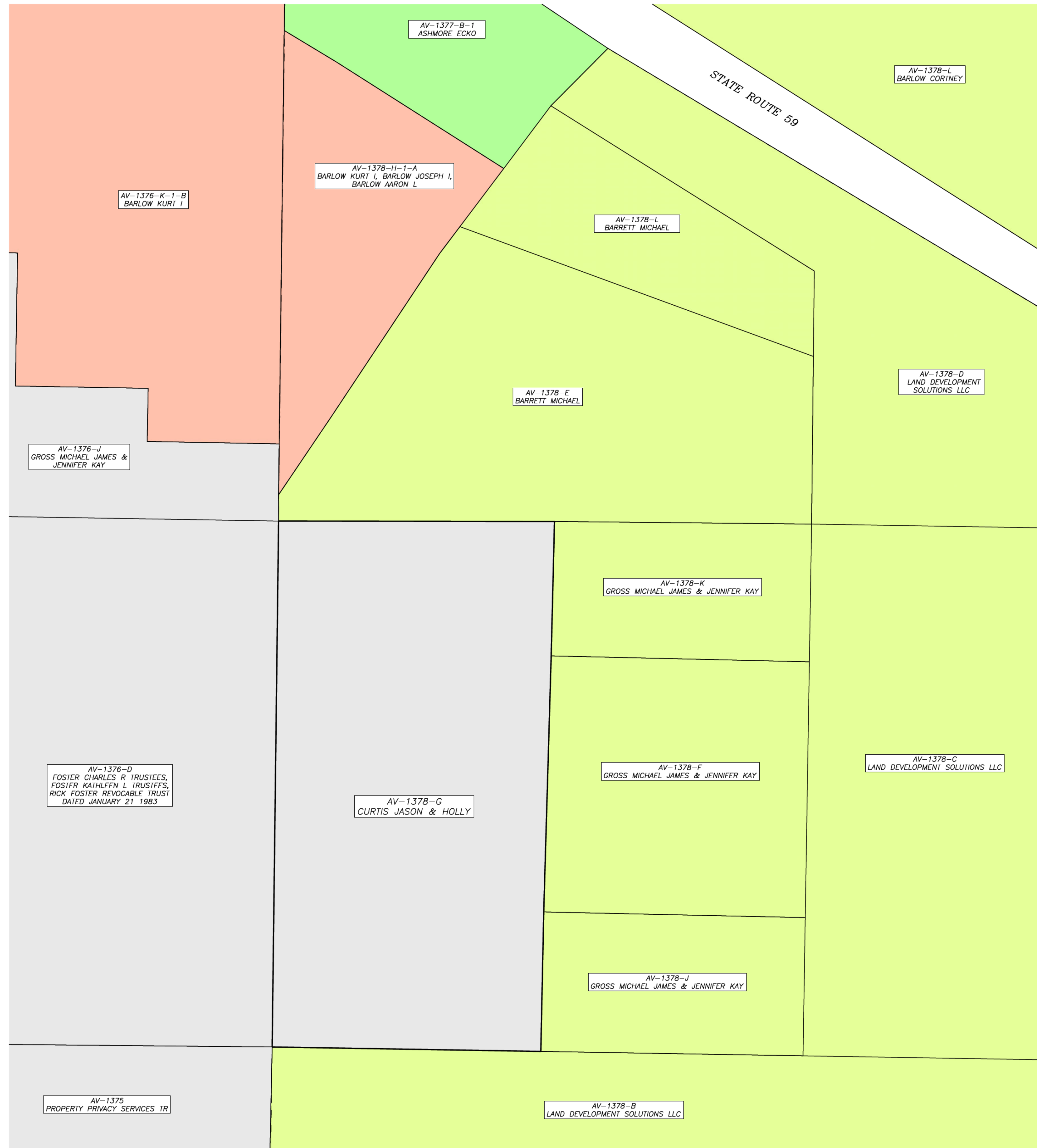
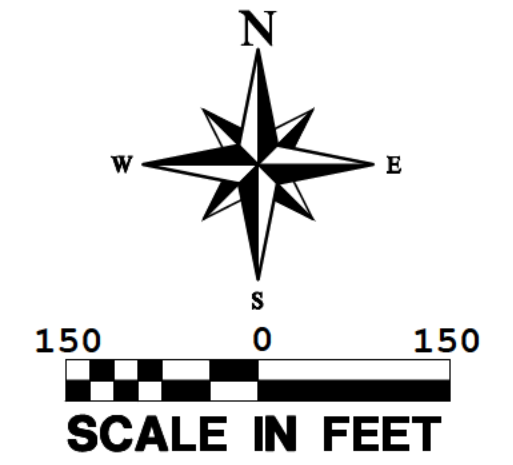
Notary Public

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# EXISTING ZONE MAP FOR: JASON CURTIS

LOCATED IN SECTION 22, T43S, R11W, S.L.B.&M.  
WASHINGTON COUNTY, UTAH



### LEGAL DESCRIPTION

PARCEL #: AV-1378-G FROM DOCUMENT #: 20210011162

THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (W $\frac{1}{2}$  NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, WASHINGTON COUNTY RECORDER, STATE OF UTAH.

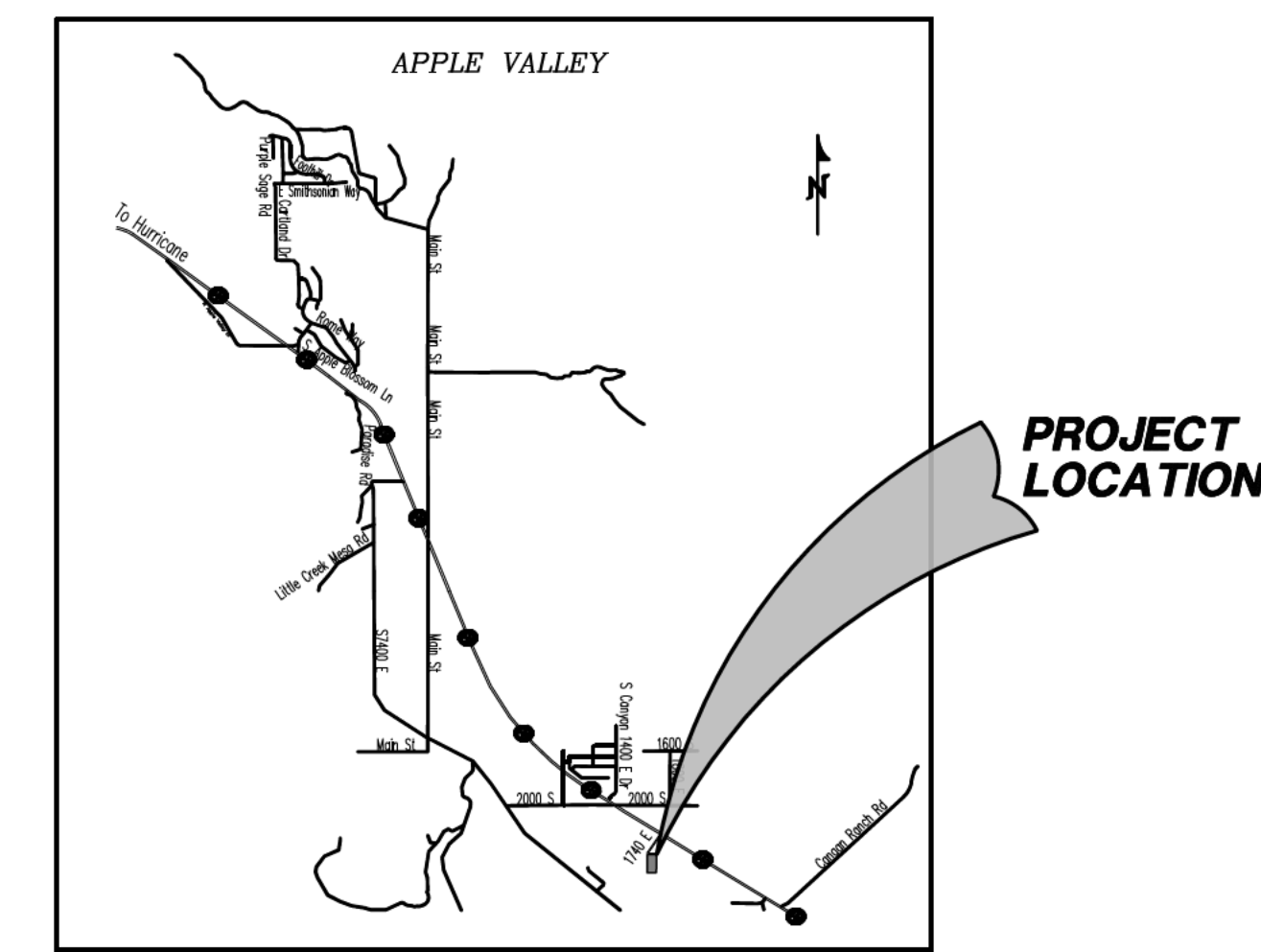
### LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- ZONE A-X: AGRICULTURAL
- ZONE OST: OPEN SPACE TRANSITION
- ZONE RE-1: RURAL ESTATE 1
- ZONE A-5: AGRICULTURAL > 5 ACRES

NO	REVISIONS DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.  
ENGINEERS - LAND SURVEYORS - LAND PLANNERS  
20 South 850 West, Suite 1  
Hurricane City, Utah 84737  
Phone: 435-668-8307

EXISTING ZONE MAP FOR:  
**JASON CURTIS**  
LOCATED IN SECTION 22, T43S, R11W, S.L.B.&M.  
HURRICANE CITY, WASHINGTON COUNTY, UTAH



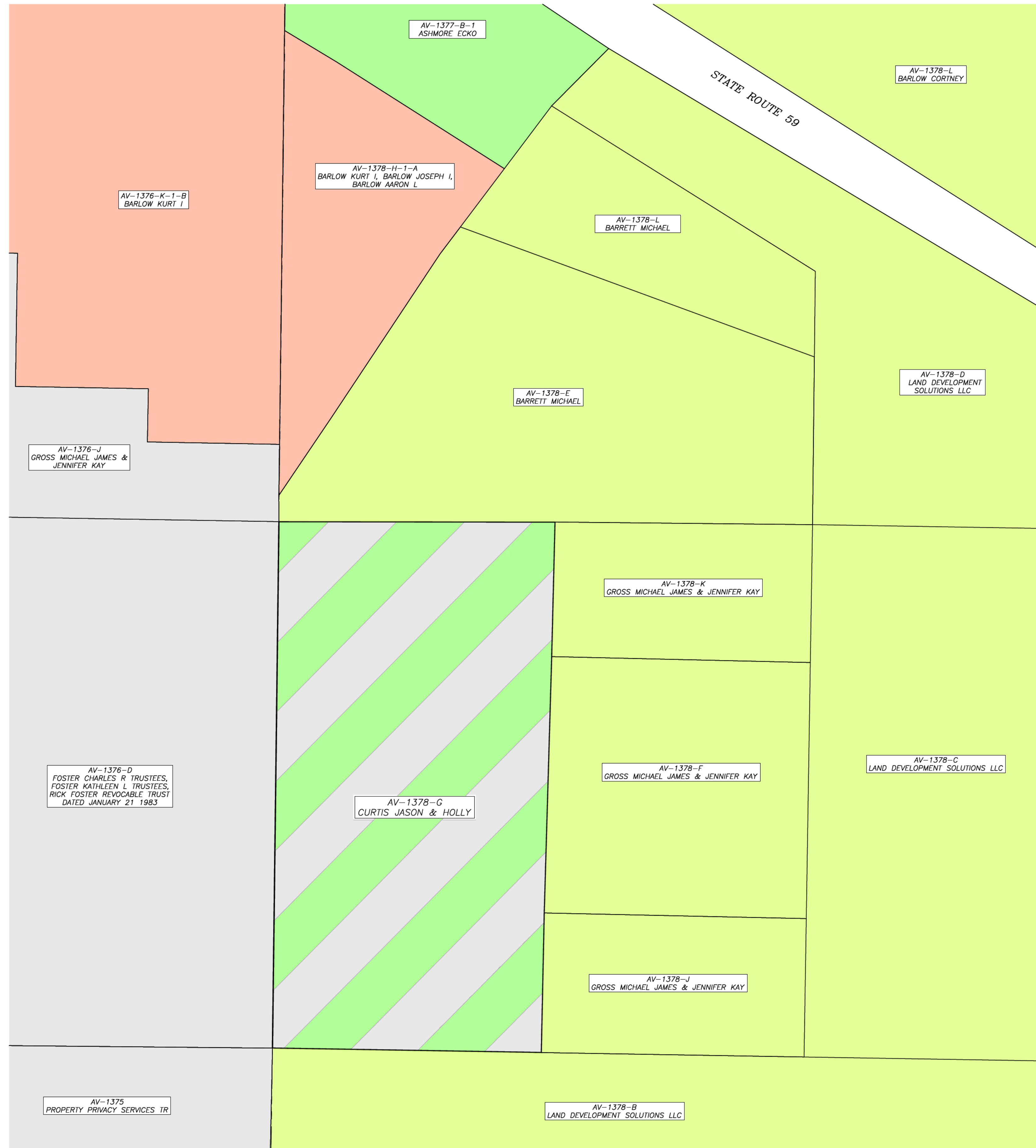
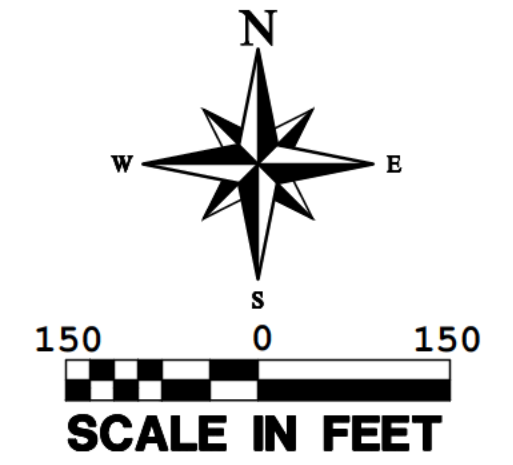
**VICINITY MAP**  
N.T.S.

**OWNER(S):**  
CURTIS JASON & HOLLY  
545 S 1530 W  
HURRICANE, UT 84737

DATE	5/18/2026
SCALE	1" = 150'
JOB NO.	532-003
SHEET NO.	1 OF 2

# PROPOSED ZONE CHANGE MAP FOR: JASON CURTIS

LOCATED IN SECTION 22, T43S, R11W, S.L.B.&M.  
WASHINGTON COUNTY, UTAH



### LEGAL DESCRIPTION

PARCEL #: AV-1378-G FROM DOCUMENT #: 20210011162

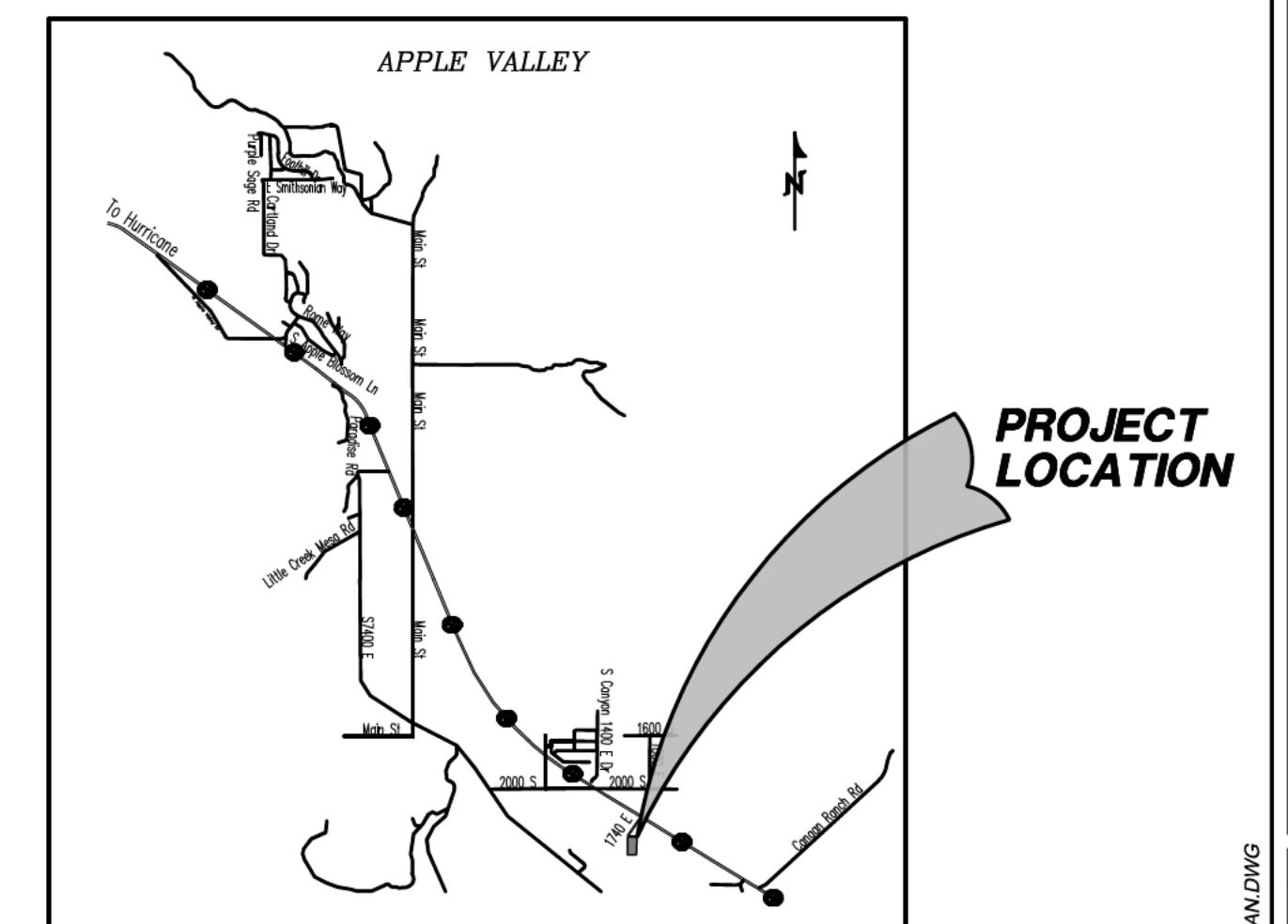
THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (W $\frac{1}{2}$  NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, WASHINGTON COUNTY RECORDER, STATE OF UTAH.

### LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- ZONE A-X: AGRICULTURAL
- ZONE OST: OPEN SPACE TRANSITION
- ZONE RE-1: RURAL ESTATE 1
- ZONE A-5: AGRICULTURAL > 5 ACRES
- ZONE CHANGE FROM OST TO A-5 (OPEN SPACE TRANSITION TO AGRICULTURAL > 5 ACRES)

### OWNER(S):

CURTIS JASON & HOLLY  
545 S 1530 W  
HURRICANE, UT 84737



**VICINITY MAP**  
N.T.S.

NO	REVISIONS DESCRIPTION	DATE	BY

**PROVALUE ENGINEERING, INC.**  
 ENGINEERS - LAND SURVEYORS - LAND PLANNERS  
 20 South 850 West, Suite 1  
 Hurricane City, Utah 84737  
 Phone: 435-668-8307

PROPOSED ZONE CHANGE MAP FOR:  
**JASON CURTIS**  
 LOCATED IN SECTION 22, T43S, R11W, S.L.B.&M.  
 HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE	5/18/2026
SCALE	1" = 150'
JOB NO.	532-003
SHEET NO.	2 OF 2

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 532-003 SITE PLANNING

**TOWN OF APPLE VALLEY  
ORDINANCE O-2026-16**

Item 5.

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1378-G FROM OPEN SPACE TRANSITION ZONE (OST) TO AGRICULTURAL 5 ACRES ZONE (AG-5)**

**WHEREAS**, the Town of Apple Valley (“Town”) has petitioned to rezone parcel AV-1378-G from Open Space Transition Zone (OST) to Agricultural 5 Acres Zone (AG-5); and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on June 10, 2026, to consider the request and, in a meeting on the same date, voted to recommend approval of the zone change; and

**WHEREAS**, the Town Council has reviewed the Planning Commission’s recommendation and finds that the proposed zone change serves a rational public interest, creating larger lot sizes, helping preserve the agricultural and historic heritage of Apple Valley; and

**WHEREAS**, on June 17, 2026 the Town Council of Apple Valley, Utah, convened in a duly noticed and held meeting to consider the proposed amendment;

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

**SECTION I: Zoning Amendment**

The zoning designation for parcel AV-1378-G is hereby changed from Open Space Transition Zone (OST) to Agricultural 5 Acres Zone (AG-5).

**SECTION II: Official Zoning Map Update**

The Official Zoning Map shall be amended to reflect this zoning change.

**SECTION III: Effective Date:**

This ordinance shall take effect immediately upon passage and adoption.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Apple Valley, Utah, this 17th day of June, 2026.

PRESIDING OFFICER

\_\_\_\_\_  
Michael L. Farrar, Mayor

ATTEST:

\_\_\_\_\_  
Jenna Vizcardo, Town Clerk/Recorder

VOTE RECORD:	AYE	NAY	ABSENT	ABSTAIN
Mayor   Michael Farrar	_____	_____	_____	_____
Council Member   Kevin Sair	_____	_____	_____	_____
Council Member   Annie Spendlove	_____	_____	_____	_____
Council Member   Scott Taylor	_____	_____	_____	_____
Council Member   Richard Palmer	_____	_____	_____	_____

**APPLE VALLEY  
ORDINANCE O-2026-14**

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

**SECTION 1:** **REPEAL AND REPLACE** “14.13.010 Definitions” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

**REPEAL AND REPLACE**

14.13.010 Definitions

~~As used in this chapter, the following terms are defined as follows: **BURIAL:** The interment of human remains, including cremated remains. **BURIAL LOT:** The location, by section and block, identified in a town cemetery for the future exercise of a burial right, or the memorial to a deceased person, usually four feet (4') by eight feet, three inches (8'3"). An infant lot is usually four feet (4') by four feet (4'). **BURIAL RIGHT:** The nontransferable, limited right of a specific individual to be buried in a specific burial lot in any land designated by the town as a cemetery or a cremation garden. **BURIAL VAULT:** A structure used to hold a casket or container of cremated remains. **CERTIFICATE OF BURIAL RIGHT:** A document issued by the town identifying the individual who may be buried in a burial lot. **CREMATED REMAINS:** The remains of a deceased human that have been reduced to ashes. **DISINTERMENT:** The permanent removal of a casket or cremated remains from a burial lot. **EXHUMATION:** The temporary removal of human remains from a burial lot. **GRAVE:** A burial lot in which human remains, including cremated remains, have been buried or which has been excavated in anticipation of burial. **HEADSTONE:** A marker or monument used to identify the person interred in a burial lot. **INFANT:** A fetus or a child up to two (2) years of age. **MARKER:** A headstone that is flat, flush to the natural grade of a grave identifying the person whose remains are buried in the grave. **MEMORIALS:** Items placed on a burial lot as a remembrance. **MONUMENT:** A headstone that is upright located on a grave identifying the person whose remains are buried interred in the grave. **NONRESIDENT:** Any person who is not a legal Resident. **RESIDENT:** Any person who was domiciled full-time within town boundaries at the time of death, or moved from the town for the purpose of receiving medical treatment or for the purpose of living in a residential care facility, regardless of the actual place of death. Two forms of proof of residency are required. **RULES AND REGULATIONS:** The rules and regulations that are included in this chapter or that are otherwise adopted by the town council to govern the town cemetery.~~

As used in this chapter, the following terms are defined as follows: **\*\*BURIAL:\*\*** The interment of human remains, including cremated remains.

\*\*BURIAL LOT:\*\* The location, by section and block, identified in a town cemetery for the future exercise of a burial right, or the memorial to a deceased person, usually four feet (4') by eight feet, three inches (8'3").

\*\*BURIAL RIGHT:\*\* The nontransferable, limited right of a specific individual to be buried in a specific burial lot in any land designated by the town as a cemetery or a cremation garden.

\*\*BURIAL VAULT:\*\* A structure used to hold a casket or container of cremated remains.

\*\*CERTIFICATE OF BURIAL RIGHT:\*\* A document issued by the town identifying the individual who may be buried in a burial lot.

\*\*CREMATED REMAINS:\*\* The remains of a deceased human that have been reduced to ashes.

\*\*DISINTERMENT:\*\* The permanent removal of a casket or cremated remains from a burial lot.

\*\*EXHUMATION:\*\* The temporary removal of human remains from a burial lot.

\*\*GRAVE:\*\* A burial lot in which human remains, including cremated remains, have been buried or which has been excavated in anticipation of burial.

\*\*HEADSTONE:\*\* A marker or monument used to identify the person interred in a burial lot.

\*\*MARKER:\*\* A headstone that is flat, flush to the natural grade of a grave identifying the person whose remains are buried in the grave.

\*\*MEMORIALS:\*\* Items placed on a burial lot as a remembrance.

\*\*MONUMENT:\*\* A headstone that is upright located on a grave identifying the person whose remains are buried interred in the grave.

\*\*NONRESIDENT:\*\* Any person who is not a legal Resident.

\*\*RESIDENT:\*\* Any person who was domiciled full-time within town boundaries at the time of death, or moved from the town for the purpose of receiving medical treatment or for the purpose of living in a residential care facility, regardless of the actual place of death. Two forms of proof of residency are required.

\*\*RULES AND REGULATIONS:\*\* The rules and regulations that are included in this chapter or that are otherwise adopted by the town council to govern the town cemetery.

**SECTION 2:            AMENDMENT** “14.13.020 Name And Location Of Cemeteries” of the Apple Valley Municipal Code is hereby *amended* as follows:

AMENDMENT

14.13.020 Name And Location Of Cemeteries

~~The town may name and maintain one or more cemeteries in any location owned by the town and designated as a cemetery by the town council. Any designation by the town council of a cemetery shall be permanent. The name of the cemetery located at 1860 N. Sunrise Circle shall be Apple Valley Cemetery.~~

The Town may name and maintain one or more cemeteries in any location owned by the Town and designated as a cemetery by the Town Council. Any designation by the Town Council of a cemetery shall be permanent.

The name of the cemetery located at 1777 North Meadowlark Drive, Apple Valley, Utah 84737 shall be Apple Valley Cemetery.

The Apple Valley Cemetery is a basic, no-frills public burial ground that is currently a work in progress. At this time, the Town does not provide or maintain grass, turf, trees, landscaping, irrigation, or other aesthetic improvements. The Town provides only the burial lot (the right to inter human remains). It is the sole responsibility of the family, plot owner, or their designated representative to arrange and pay for all other aspects of burial, including but not limited to funeral services, opening and closing of the grave, vaults or outer containers, markers or monuments, decorations, and any care or maintenance of the individual plot. The Town grants the right of burial but does not guarantee or provide ongoing care, beautification, or park-like conditions. Plot owners and users acknowledge and accept the current undeveloped state of the cemetery.

**SECTION 3:            REPEAL AND REPLACE** “14.13.030 Sexton Powers And Duties” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

REPEAL AND REPLACE

14.13.030 ~~Sexton Powers And Duties~~ Cemetery Superintendent

~~There is hereby created the position of Sexton as designated by town council. The sexton, subject to the direction of the mayor or town administrator, has entire charge of the cemetery and is authorized to enforce the rules and regulations pertaining thereto. The sexton may take such action as may be necessary, though not expressly set forth herein, to protect the property of grave and lot owners, and the cemetery, from injury, and to preserve the peace, economy, and good order of the cemetery. The sexton shall keep the cemetery plat and related records up to date and cooperate with the town treasurer in maintaining records of charges and payments made pursuant to this chapter. The sexton or a competent deputy shall attend every interment in a cemetery and shall register the names and ages of all persons interred therein and the place of their interment. The sexton shall open and close graves, maintain the cemetery, and perform such other duties as may be required elsewhere in this chapter or directed by the town council.~~

A. Created. There is hereby created the position of Cemetery Superintendent, as designated by the Town Council, the Administrative Manager shall serve as Cemetery Superintendent.

B. Duties. The Cemetery Superintendent shall have general supervision and administration of the Apple Valley Cemetery. The Cemetery Superintendent’s duties include oversight only; the Town does not assume responsibility for opening or closing graves unless the family or funeral director specifically contracts with the Town for that service and pays the applicable fee in advance.

**SECTION 4: REPEAL AND REPLACE “14.13.040 Burial Rights” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:**

REPEAL AND REPLACE

14.13.040 Burial Rights

~~A. Sale of Burial Rights: The town is authorized to sell burial rights only to individuals. Upon a sale of a burial right, the town shall issue a certificate of burial right, which certificate shall grant to the individual named therein the nontransferable right to be buried in the burial lot identified therein. The certificate of burial grants only a license to be buried and is not a conveyance of any title, fee, or other ownership or possessory interest in a burial lot. An individual may purchase more than one (1) burial right so long as each issued certificate of burial right identifies the individual who is entitled to be buried in the burial lot identified therein. Only one (1) individual may be named in a certificate, without any duplication. Any certificate of burial right that does not name the individual who may be buried in the burial lot identified therein is invalid. The cost~~

~~of a burial right shall be established by the town council as part of the town's enacted fee schedule. If the individual named in the certificate is not a resident of the town, the cost of the burial right shall be the nonresident fee.~~

~~B. Limitation On Transferability of Burial Rights: Burial rights may not be transferred in any manner, except the individual named in the certificate of burial right may (1) subdivide a burial right as provided in subsection C of this section and (2) conditionally surrender the burial right covered in the certificate of burial rights as provided in subsection D of this section.~~

~~C. Subdivision of Burial Rights: A burial right includes the nontransferable right to allow the burial of additional human remains in a burial lot in the following combinations:-~~

- ~~1. One (1) casket buried at normal depth, with up to two (2) containers of cremated remains buried above the casket – one (1) buried under the headstone for the casket and one (1) buried with a separate headstone halfway between the headstone for the casket and the end of the casket.~~
- ~~2. Two (2) caskets buried in the same burial lot; one (1) at nine (9) feet and one (1) at six (6) feet, with up to two (2) containers of cremated remains buried above the casket – one (1) buried under the headstone for the casket and one (1) buried with a separate headstone halfway between the headstone for the casket and the end of the casket.~~
- ~~3. Up to four (4) containers of cremated remains, with one (1) buried in each quadrant.~~

- ~~a. While alive, the individual named in the certificate of burial right must consent in writing to the burial of any other remains in the burial lot identified therein. Once the individual named in the certificate of burial right has passed away, the burial of any other remains in the burial lot identified therein may be allowed by (1) the surviving spouse of the individual named in the certificate of burial right or (2) if no spouse survives, a descendant of the individual named in the certificate of burial right. Before the town will allow a descendant to consent to the burial of any other remains in the burial lot, the descendant must either obtain the written consent of all the surviving descendants of the individual named in the certificate of burial right, by representation, or must notify in writing all descendants, by representation, of an intent to allow other remains in the burial lot, which writing must explicitly state that the town must receive any objection in writing within thirty (30) days. If the town does not receive any objection within thirty (30) days from the date the last notice was mailed, the descendant may consent to the burial of other remains in the burial lot. If the town receives an objection within thirty (30) days from the date the last notice was mailed, the descendant may not consent to the burial of other remains in the burial lot. Before notifying descendants of an intent to consent to the burial of other remains in the burial lot, the descendant must notify the town of such intent, identify for the town the name and last known address of all known surviving descendants of the individual named in the~~

certificate of burial right, and deliver a copy of the notices to the town, with proof of mailing. The legally recognized guardian of any minor or incapacitated descendant may act on behalf of the minor or incapacitated descendant.

- ~~D. Voluntary Surrender of Burial Rights: At any time prior to sixty (60) years from the date of issuance of a certificate of burial right, the individual named in the certificate of burial right, or the legally recognized guardian of the individual named in t certificate of burial right, may surrender the burial right to the town by delivering to the town a signed and notarized document indicating an intent to surrender. Upon surrender, the town shall refund the original purchase price of the burial right to the surrendering individual. The surrendering individual may elect to condition the surrender of the burial right on the sale of the burial right to an individual identified by the surrendering individual by identifying the successor individual in the notarized surrender document. The identified individual shall have thirty (30) days from the date of surrender to pay the then current fee for a burial right. If the surrendering individual fails to identify a successor in the surrender document, or the individual identified to purchase the burial right fails to pay the fee within thirty (30) days from the date of surrender, the surrender shall be deemed unconditional, and the town may immediately thereafter sell the burial right as the town deems fit in the town's sole discretion.~~
- ~~E. Abandonment Through Nonuse—Reclamation: If a burial right, including any subdivided burial right, remains unexercised for more than sixty (60) years from the date of issuance, the burial right shall be deemed abandoned and the town may reclaim the associated burial lot in any manner authorized by the laws of the state of Utah. The town may sell a burial right for any reclaimed burial lot.~~

The Town sells only a nontransferable burial right in a specific lot. The Town retains full ownership of the land and provides only the burial space. All other services and improvements are the responsibility of the certificate holder, their family, or authorized representative.

A. Sale of Burial Rights: The Town is authorized to sell burial rights. Upon sale, the Town shall issue a certificate of burial right granting the named individual the nontransferable right to be buried in the identified lot. The certificate is not a deed or title to the land. The cost shall be set by Town Council resolution, with different rates for residents and non-residents.

B. Transfer and Surrender: Burial rights may not be sold or transferred to any person except back to the Town. The holder may voluntarily surrender the right at any time prior to use and receive a refund of the original purchase price minus 10% for processing and handling.

C. Reclamation: If a burial right remains unused for more than sixty (60) years, the Town may reclaim the lot after reasonable efforts to locate the holder or heirs, in accordance with Utah law. The Town may then sell the reclaimed burial right.

**SECTION 5:****AMENDMENT** “14.13.050 Perpetual Care Fee” of the Apple Valley Municipal Code is hereby *amended* as follows:

AMENDMENT

14.13.050 ~~Perpetual Care~~Cemetery Operation Fee

~~At the time a burial right is sold by the town, the town shall charge a reasonable fee, as established by the town council on the town’s duly enacted fee schedule, to cover perpetual care of the burial lot, which is nonrefundable. The fee shall not exceed the amount anticipated by the town to cover the projected cost of maintenance necessitated by natural growth and ordinary wear and tear.~~

At the time a burial right is sold by the Town, the Town shall charge a reasonable Cemetery Operation Fee, as established by the Town Council on the Town’s duly enacted fee schedule, to help cover long-term cemetery operational costs, including roadway maintenance, fencing, administration, safety, grading, and general cemetery maintenance, which fee shall be nonrefundable.

Because the cemetery is a work in progress with no grass or landscaping, this fee does not include turf care, mowing, watering, landscaping, or aesthetic improvements.

**SECTION 6:****REPEAL AND REPLACE** “14.13.060 Burial Permit” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

REPEAL AND REPLACE

14.13.060 Burial Permit

~~No remains shall be interred, or remains received, unless a statistics report is received from a licensed mortician and signed by the funeral director, which shall be an acknowledgement of the mortuary’s obligation to pay for the burial, or unless the burial charges have been paid in advance to the town treasurer and receipt therefor is presented to the sexton as a permit for the burial. The burial report or receipt shall reflect the full name of the deceased, the date and place of birth, the date and place of death, and the name and address of the person responsible for disposal.~~

No remains shall be interred, or remains received, unless a statistics report is received from a licensed mortician and signed by the funeral director, which shall be an acknowledgement of the mortuary's obligation to pay for the burial, or unless the burial charges have been paid in

advance to the town and receipt therefor is presented to the Cemetery Superintendent as a permit for the burial. The burial report or receipt shall reflect the full name of the deceased, the date and place of birth, the date and place of death, and the name and address of the person responsible for disposal.

**SECTION 7: REPEAL AND REPLACE** “14.13.070 Fees For Burial” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

REPEAL AND REPLACE

14.13.070 Fees For Burial

- ~~A. Burial Fee: Upon the exercise of a burial right, the town shall charge a reasonable fee, as established by the town council on the town’s duly enacted fee schedule, to cover the cost of burial.~~
- ~~B. Disinterment Fee: Upon a request for disinterment authorized by the laws of the state of Utah, the town shall charge a reasonable fee, as established by the town council on the town’s duly enacted fee schedule, to cover the cost of disinterment. If the request includes that a disinterment shall include the vault, the town shall charge an additional reasonable fee, as established by the town council on the town’s duly enacted fee schedule. Notwithstanding such surcharge, the town does not guarantee in such event that the vault will be intact or undamaged.~~
- ~~C. Other Services: The town may charge reasonable fees, as established by the town council on the town’s duly enacted fee schedule, for other services rendered by the sexton or the town related to a cemetery or a burial right.~~

A. Burial Fee: Upon the exercise of a burial right, the town shall charge a reasonable fee, as established by the town council on the town's duly enacted fee schedule, to cover the cost of burial.

B. Disinterment Fee: Upon a request for disinterment authorized by the laws of the state of Utah, the town shall charge a reasonable fee, as established by the town council on the town's duly enacted fee schedule, to cover the cost of disinterment. If the request includes that a

disinterment shall include the vault, the town shall charge an additional reasonable fee, as established by the town council on the town's duly enacted fee schedule. Notwithstanding such surcharge, the town does not guarantee in such event that the vault will be intact or undamaged.

C. Other Services: The town may charge reasonable fees, as established by the town council on the town's duly enacted fee schedule, for other services rendered by the Cemetery Superintendent or the town related to a cemetery or a burial right.

**SECTION 8: REPEAL AND REPLACE** “14.13.080 Burial Hours - Sundays And Holidays” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

REPEAL AND REPLACE

14.13.080 Burial Hours - Sundays And Holidays

~~No graveside service or interment will be allowed in the cemetery on Sunday or on any of the holidays officially observed by the town. On all other days, graveside services or interments will be allowed between the hours of nine o'clock (9:00) A.M. and three o'clock (3:00) P.M. all graveside services and interments must be arranged through the sexton forty-eight (48) hours in advance of the time set, and, if there is an intervening holiday or Sunday, arrangements must be made seventy-two (72) hours in advance. The sexton may approve exceptions to the times designated herein and shall charge a reasonable fee, as established by the town council on the town's duly enacted fee schedule, to cover expenses related to off-hours graveside services or interments.~~

No graveside service or interment will be allowed on Sunday or on any of the holidays officially observed by the town. On all other days, graveside services or interments will be allowed during normal Town business hours. Arrangements must be made in advance through the Cemetery Superintendent. The Cemetery Superintendent may approve reasonable exceptions and may charge an overtime fee set by resolution.

**SECTION 9: REPEAL AND REPLACE** “14.13.090 Restrictions On Burial” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

REPEAL AND REPLACE

14.13.090 Restrictions On Burial

~~It shall be unlawful for any person to bury the body of a deceased person within the town limits, except in a cemetery as described in section 14-13-020 of this chapter, unless it is a private cemetery as regulated in AVLU 10.40 Private Cemeteries For Human Interment. No grave in the cemetery shall be opened or filled, refilled, or sodded, except by employees of the town under the direction of the sexton. All parts of a burial or cremation vault shall be at least two feet (2') below the surface of the ground. One (1) interment only shall be allowed in a casket except for a parent with their infant child, two (2) children who are buried at the same time, or one (1) cremated remains placed in the casket at the time of burial. Double Depth burials are allowed.~~

It shall be unlawful for any person to bury the body of a deceased person within the Town limits, except in the Apple Valley Cemetery or in a private cemetery authorized by separate Town ordinance. No grave in the cemetery shall be opened or filled, or refilled, except by employees of the Town under the direction of the Cemetery Superintendent or by a licensed private contractor approved in advance by the Cemetery Superintendent. All parts of a burial or cremation vault shall be at least two feet (2') below the surface of the ground. One (1) interment only shall be allowed in a casket. Double Depth burials are allowed.

**SECTION 10:**            **REPEAL AND REPLACE** “14.13.100 Vaults” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

REPEAL AND REPLACE

14.13.100 Vaults

~~Before a casket is accepted for burial, it must be housed within a concrete vault having fixed top and side panel edge restraints incorporated into the construction and having a strength capable of uniformly withstanding a stress of seven and one-half (7 ½) pounds per square inch. If a particular type or construction of a vault is rejected by the sexton, the mortician or party utilizing the vault shall bear the burden of proving compliance with the strength requirements of this section. Cremated remains must be placed in a cremation vault made of fiberglass, concrete, or metal with a strength deemed adequate by the sexton.~~

Before a casket is accepted for burial, it must be housed within an approved vault. No wood shall be used as a permanent part of the vault. The Cemetery Superintendent may reject any vault that does not appear adequate to prevent settling.

**SECTION 11:**            **REPEAL AND REPLACE** “14.13.110 Headstones” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

REPEAL AND REPLACE

## 14.13.110 Headstones

- ~~A. All graves shall be identified by a headstone placed at the head of the grave. A burial lot containing multiple graves must have a headstone for each grave, which may be a joint combined marker or monument, if otherwise allowed, or small individual markers. No more than one headstone shall be permitted for each grave, except where a traditional military marker is appropriate in addition to another monument. All headstones must comply with the cemetery standards.~~
- ~~B. Upright monuments are allowed but may not be more than three feet (3') high. A six-inch (6'') mow strip is required. Cremation/Infant monuments are required to be flat.~~
- ~~C. Single Raised Headstone or Marker: A single raised headstone shall have up to a maximum height of thirty-six inches (36'') and a maximum foundation size up to forty-two inches (42'') by twenty-eight inches (28''). A six-inch (6'') concrete mow strip is required.~~
- ~~D. Companion or Double Raised Headstone or Marker: A companion or double raised headstone shall have a maximum height of thirty-six (36'') and a foundation size of up to seventy-two inches (72'') by twenty-eight (28''). A six-inch (6'') concrete mow strip is required.~~
- ~~E. Single Flat Headstones or Marker other than Infant: A single flat headstone shall have up to a maximum foundation size of forty-two inches (42'') by twenty-eight inches (28''). A six-inch (6'') concrete mow strip is required.~~
- ~~F. Companion or Double Flat Headstones or Marker other than Infant: A double flat headstone shall have up to a maximum foundation size of seventy-two inches (72'') by thirty inches (30''). A six-inch (6'') concrete mow strip is required.~~
- ~~G. Infant Headstones or Marker: Only a flat headstone shall be allowed in the infant section. It shall have a minimum size of twelve inches (12'') by twelve inches (12''). It shall not exceed twenty-four inches (24'') by twenty four inches (24''). A six-inch (6'') concrete mow strip is required.~~
- ~~H. All headstones or markers must be made of real bronze, glazed granite or other permanent materials. Wood, sandstone, or any other material which is susceptible to decay is not authorized.~~
- ~~I. Monument and grave markers will be installed by private firms. The sexton's office must receive a minimum of twenty-four (24) hours' notice before installation. Installers are responsible for the removal of all excess debris and must restore the lot to its original condition. Patrons are responsible for removal and re-installment of any marker or monument deemed oversized by town staff.~~
- ~~J. In the event a headstone is not placed on the grave within ninety (90) days after interment, the sexton may, but is not required to, install a headstone in a form and size selected by the sexton at the sexton's sole discretion.~~
- ~~K. The town shall not be held liable for damage to headstones, including any damage caused during maintenance or resulting from moving/transferring for interment purposes.~~

All graves shall be identified by a headstone or marker placed at the head of the grave. A burial lot containing multiple graves must have a headstone or marker for each grave, which may be

a joint combined marker or monument if otherwise allowed. All headstones and markers must be placed on a concrete foundation that is flush with the natural grade of the ground and provides a border around the base. Placement, design, and installation must be approved in advance by the Cemetery Superintendent. The Town shall not be held liable for damage to headstones or markers, including any damage caused during maintenance or resulting from moving/transferring for interment purposes.

**SECTION 12: REPEAL AND REPLACE** “14.13.120 Regulations And Prohibited Uses” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

### REPEAL AND REPLACE

#### 14.13.120 Regulations And Prohibited Uses

- ~~A. Park Regulations Govern: Insofar as they may be applicable, those regulations adopted by the town to govern operation of its parks shall apply to the cemetery. However, it shall be unlawful for any person to be in a cemetery during hours of darkness. A person is considered to be “in a cemetery” if he or she is upon any portion of the property set aside as present or future cemetery property as designated in the appropriate records of the town and county.~~
- ~~B. Policies Adopted—Conflicting Provisions: The town council may also adopt policies, rules and regulations to govern operation of a cemetery. If adopted, such policies, rules and regulations will control over a less specific or conflicting provision of the park rules and regulations.~~
- ~~C. Patrons—Children: Cemetery patrons only are allowed in a cemetery. Children under sixteen (16) years of age must be always accompanied on cemetery property by a parent or some supervising adult eighteen (18) years of age or older.~~
- ~~D. Recreational Activities—Animals: It shall be unlawful to engage in any active recreational activity such as, but not limited to soccer, baseball, and football, or to bring or allow any animal on cemetery property.~~
- ~~E. Burial of Animals or Nonhuman Items: It shall be unlawful to bury animals or other nonhuman items in a cemetery unless the sexton is directed otherwise by the town council in a particular instance.~~
- ~~F. Motor Vehicles: No motor vehicle shall travel off clearly designated roadways in a cemetery for any reason without consent of the sexton, and where such consent is given, the owner or operator of the vehicle shall either repair all damage, including tire marks, which the sexton determines to have been caused by such vehicle, or they shall reimburse the town for the cost of such repair. The speed limit within the cemetery is 5 m.p.h. Parking is permitted on the internal roads and curbside on external roads. No vehicles permitted after dark.~~
- ~~G. Sod/Landscaping Rocks Disturbance: In no event shall the sod or landscaping rocks be disturbed without prior approval of the sexton.~~

- ~~H. No soliciting, sales, or pan handling.~~
- ~~I. No signs or advertisements.~~
- ~~J. Alcoholic beverages and smoking are prohibited.~~
- ~~K. Penalty: Violation of this section shall constitute a class B misdemeanor and, upon conviction, subject to penalty as provided in section 1.08 of this code.~~

A. Park Regulations Govern: Insofar as they may be applicable, those regulations adopted by the town to govern operation of its parks shall apply to the cemetery. It shall be unlawful for any person to be in a cemetery during hours of darkness.

B. Patrons – Children: Children under sixteen (16) years of age must be accompanied by a parent or supervising adult.

C. Conduct: The cemetery is sacred ground. Strict observance of decorum is required. No recreational activities, animals (except service animals), soliciting, signs, advertisements, alcoholic beverages, or smoking are allowed.

D. Motor Vehicles: Vehicles must remain on designated roadways, observe a 5 m.p.h. speed limit, and not be driven after dark.

E. Penalty: Violation of this section shall constitute a class B misdemeanor and, upon conviction, subject to penalty as provided in section 1.08 of this code.

**SECTION 13: REPEAL AND REPLACE** “14.13.130 Disinterments - Disinurnments - Exhumations” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

REPEAL AND REPLACE

14.13.130 Disinterments - Disinurnments - Exhumations

~~The scheduling of disinterment, disinurnment, or exhumations shall be at the discretion of the sexton. The sexton may refuse to disinter any remains that would endanger the health and safety of town employees or the public. Disinterment may be postponed without notice if the sexton deems it necessary in order to maintain the regular operations of a cemetery.~~

The scheduling of disinterment, disinurnment, or exhumations shall be at the discretion of the Cemetery Superintendent. The Cemetery Superintendent may refuse or postpone any disinterment that would endanger health or safety or interfere with regular cemetery operations.

**SECTION 14: REPEAL AND REPLACE** “14.13.140 Memorials” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

## REPEAL AND REPLACE

### 14.13.140 Memorials

- ~~A. Semi-permanent Memorials: No person shall have the right to place or plant semipermanent memorials, including but not limited to trees, shrubs, and flowers, on a burial lot without the approval of the sexton. In considering whether to approve semi-permanent memorials, the sexton may consider plant maintenance requirements, landscape value and hardiness, interference with other burial lots, plants and mowing operations, and consistency with landscape design.~~
- ~~B. Temporary Memorials: Temporary memorials, including but not limited to potted plants, flags, floral wreaths, and flowers in vases, will be removed without notice by town employees when they become withered, discolored, torn, broken, or vandalized. Funeral flowers will be allowed to remain for three (3) business days, after which town employees may remove them based on the above criteria. Other temporary memorial items such as glass containers, wires, sticks, iron rods, pegs, ceramic pots, or other containers that may pose safety hazards will be removed by town employees. All temporary memorials must be placed in a raised adjustable receptacle that is either in the monument or in the concrete border that surrounds the monument. A single shepherd hook may be placed adjacent to the concrete border. One shepherd hook per grave permitted. The adjustable receptacles must be of a type approved by the sexton.~~
- ~~C. Removal of Items: The town shall not be responsible or liable for memorials that are removed, discarded, damaged, or destroyed. Clearing of memorials may occur as often as monthly.~~
- ~~D. Theft or Loss of Personal Belongings: The town is not responsible for the theft or loss of personal belongings.~~

A. No person shall place or plant permanent or semi-permanent memorials (trees, shrubs, flowers, etc.) on a burial lot without prior approval of the Cemetery Superintendent.

B. Temporary memorials (flags, potted plants, floral arrangements, etc.) may be placed but must be in approved containers. The Town may remove any memorial that becomes unsightly, hazardous, or violates the rules. Funeral flowers may remain for up to five days.

C. The Town shall not be responsible or liable for any memorials that are removed, damaged, or destroyed.

Because the cemetery is a work in progress with no landscaping, the Cemetery Superintendent may limit plantings that require ongoing irrigation or maintenance.

**SECTION 15:** REPEAL AND REPLACE “14.13.150 Maintenance” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

REPEAL AND REPLACE

14.13.150 Maintenance

~~Town employees provide regular cleaning, turf care, raising and leveling of monuments or markers at the discretion of the sexton. Health and safety considerations will prevail in the determination of priorities.~~

Town employees will provide only minimal basic maintenance necessary for safe access and overall cemetery operations (such as grading roads or preventing hazards as resources allow). The Town does not provide grass, mowing, watering, trees, shrubbery, or individual plot maintenance. Plot owners and families are responsible for any desired care or decoration of their specific plot. The Town reserves the right to enter any plot to perform necessary work for safety, access, or overall cemetery management, without liability for incidental damage to personal items or markers.

**SECTION 16:** REPEAL AND REPLACE “14.13.160 Cemetery Board” of the Apple Valley Municipal Code is hereby *repealed and replaced* as follows:

REPEAL AND REPLACE

14.13.160 Cemetery Board

~~A cemetery board shall be established to assist the town council in decisions regarding the cemetery and to ensure policies and procedures are being followed. The board shall serve as an advisory board.~~

~~APPOINTMENT; MEMBERSHIP:~~

- ~~A. Appointment: The cemetery board shall consist of up to five (5) members with a minimum of three (3) members. All members shall be appointed by the Mayor with the advice and consent of the town council.~~
- ~~B. The board shall serve under the direction of the mayor or town administrator.~~
- ~~C. The board shall select a chairperson and secretary, and such other officers as the board may determine. The sexton shall serve as one of the board members.~~
- ~~D. The meeting schedule shall be held, at a minimum, annually.~~
- ~~E. Terms; Vacancies; Removals. The members shall serve staggering four (4) year terms.~~

~~The mayor may appoint members, with the advice and consent of the town council, to fill any unexpired term of any member who vacates their position for any reason. Members may be removed from their position for cause by the town council. "Cause" includes, but is not limited to, moving out of the town, failing to attend meetings, or committing any act inimical to public service.~~

~~POWERS AND DUTIES: The board shall have the following responsibilities:~~

- ~~A. Recommending the mission, goals, objectives, short-term plan, and long-term plan related to the cemetery.~~
- ~~B. Assisting the town council in identification of areas of concern, educating residents, ensuring policies and procedures are being followed, and any other task similar as directed by the town administrator and/or sexton.~~

~~MEETINGS:~~

~~Meetings shall be held at the town meeting room or such other location within the town as determined from time to time by the board. Notice of the date, time, and location of the meeting, along with the agenda, shall be given to the Town Recorder sufficiently in advance of such meeting to allow for proper notice in accordance with state law.~~

~~QUORUM; VOTE REQUIRED: A quorum of the board shall be three (3) members; and a majority vote of a quorum shall be required for a decision of any matter before the board. If a quorum is not present, no meeting shall be held, and any items of business shall be continued to the next meeting of the board.~~

The Town Council shall serve as the Cemetery Advisory Board in decisions regarding the cemetery and to ensure policies and procedures are being followed.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Mayor   Mike Farrar	_____	_____	_____	_____
Council Member   Kevin Sair	_____	_____	_____	_____
Council Member   Annie Spendlove	_____	_____	_____	_____
Council Member   Scott Taylor	_____	_____	_____	_____
Council Member   Richard Palmer	_____	_____	_____	_____

Attest

Presiding Officer

\_\_\_\_\_  
Jenna Vizcardo, Town Clerk, Apple Valley

\_\_\_\_\_  
Michael Farrar, Mayor, Apple Valley



Mayor: Michael Farrar Council Members: Kevin Sair – Annie Spendlove – Scott Taylor – Richard Palmer

1777 North Meadowlark Drive, Apple Valley, Utah 84737  
 Phone: 435-877-1190 Fax: 435-877-1192  
[www.applevalleyut.gov](http://www.applevalleyut.gov)

## MAYOR'S MEMORANDUM

TO: Apple Valley Town Council  
 FROM: Mayor Michael Farrar  
 DATE: June 17, 2026  
 SUBJECT: Water Rate Adjustment Justification

As the Town of Apple Valley transitions operation of the public water system from the Big Plains Water Special Service District to the newly established Apple Valley Water Department, Town officials have undertaken a review of the system's operational needs, maintenance requirements, and financial sustainability.

During this transition process, staff identified operational challenges and costs associated with the continued delivery of reliable culinary water service. These include water system losses, ongoing maintenance requirements, infrastructure replacement needs, regulatory compliance obligations, emergency repair preparedness, debt and the establishment of appropriate operational and capital reserves.

Based on information provided by staff and system operators, the current rate structure may not generate sufficient revenue to adequately support the long-term operation, maintenance, repair, and replacement of water system infrastructure while maintaining appropriate reserves for unexpected expenditures and future capital improvements.

If you remember back in October of 2025 as a town council, we voted to approve an upper tier level water rate reduction. We did this in hopes of being able to cut some cost, reduce expenses in the budget and have enough water system revenue to cover the yearly expenditures. On paper it looked like it might work. We felt it was worth trying. However, after fiscal year 2026 coming to an end we have seen that the numbers didn't go as planned and we will need additional revenue to cover water system expenses.

I wanted to share some quantitative analysis I used to develop the proposed rate increases. The annual water system revenue for 2025 fiscal year was \$725k. For 2026 fiscal year we are looking at about \$650k. We have been able to lower our annual operating expense down to about \$700k. That leaves us short about \$50k to cover our annual operating expenses. Increasing these upper tier levels of water usage back to where they originally were last year before we lowered the top tier rates would affect approximately 40 customers of our approximate 450 water connections and generate an estimated additional annual amount of \$40k.

Some other information that was utilized in my quantitative analysis is the AV water system has a debt of about \$4million dollars. Tiered rates are utilized to promote water conservation. I also compared the tiered rates to other nearby cities/towns (St. George, Leeds, Hurricane, Hilldale, Colorado City) and even with the increase our tiered rates will be lower than other neighboring

cities/towns. This rate increase also puts us in line with the with the recommended rates addressed in the Culinary Water Masterplan performed by Sunrise Engineering in July of 2023 as well as recommendations by the Utah State Division of Drinking Water.

The proposed water rate adjustment is intended to better align water system revenues with the actual costs of providing service, preserve the financial stability of the utility, and ensure the Town's ability to maintain a safe and reliable water supply for current and future customers.

The Town Council is asked to consider the proposed rate adjustment in light of these operational and financial considerations and determine whether the revised rate structure is in the best interest of the water system and its customers.

Respectfully submitted,

Michael Farrar  
Mayor  
Town of Apple Valley

**APPLE VALLEY  
RESOLUTION R-2026-20**

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

**SECTION 1:** **AMENDMENT** “01.20.010 Residential” of the Apple Valley Water Department is hereby *amended* as follows:

**BEFORE AMENDMENT**

01.20.010 Residential

Residential Standby Fee: \$75.00/month

Residential Base Fee: \$75.00/month

Residential Usage Fees:

<b>Gallons Used</b>	<b>Charge/1,000 Gal</b>	<b>Total</b>
0-base/standby		\$75.00
0-5,000	\$1.50	Calculated based on usage
5,001-12,000	\$1.50	Calculated based on usage
12,001-25,000	\$1.50	Calculated based on usage
25,001-35,000	\$2.00	Calculated based on usage
35,001-45,000	\$2.25	Calculated based on usage
45,001-55,000	\$3.00	Calculated based on usage
55,001-75,000	\$3.50	Calculated based on usage
75,001-100,000	\$4.00	Calculated based on usage
Over 100,000	\$5.00	Calculated based on usage

Residential Impact Fee (3/4 in Connection): \$17,788

Connection Fee Deposit by Meter Size:

3/4-inch Connection Fee: \$1,600

1-inch Connection Fee: \$1,900

1.5-inch Connection Fee: \$2,900

2-inch or Larger Connection Fee: Quoted Upon Request

Actual cost of the connection depending on the size of meter required.

At the Department's discretion and depending on whether the Department owns sufficient municipal water rights to supply the proposed development and existing customers, one (1) acre foot of municipal category water rights must be bought-in at \$10,000.00 per connection, or deeded to the Department in lieu of the buy-in.

**AFTER AMENDMENT**

01.20.010 Residential

Residential Standby Fee: \$75.00/month

Residential Base Fee: \$75.00/month

Residential Usage Fees:

<b>Gallons Used</b>	<b>Charge/1,000 Gal</b>	<b>Total</b>
0-base/standby		\$75.00
0-5,000	\$1.50	Calculated based on usage
5,001-12,000	\$1.50	Calculated based on usage
12,001-25,000	\$1.50	Calculated based on usage
25,001-35,000	\$2.00	Calculated based on usage
35,001-45,000	\$ <del>2.50</del> <sup>2.5</sup>	Calculated based on usage
45,001-55,000	\$ <del>3.25</del> <sup>00</sup>	Calculated based on usage
55,001-75,000	\$ <del>4.00</del> <sup>3.50</sup>	Calculated based on usage
75,001-100,000	\$ <del>5</del> <sup>4.00</sup>	Calculated based on usage
Over 100,000	\$ <del>7</del> <sup>5.00</sup>	Calculated based on usage

Residential Impact Fee (3/4 in Connection): \$17,788

Connection Fee Deposit by Meter Size:

3/4-inch Connection Fee: \$1,600

1-inch Connection Fee: \$1,900

1.5-inch Connection Fee: \$2,900

2-inch or Larger Connection Fee: Quoted Upon Request

Actual cost of the connection depending on the size of meter required.

At the Department's discretion and depending on whether the Department owns sufficient municipal water rights to supply the proposed development and existing customers, one (1) acre foot of municipal category water rights must be bought-in at \$10,000.00 per connection, or deeded to the Department in lieu of the buy-in.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Mayor   Mike Farrar	_____	_____	_____	_____
Council Member   Kevin Sair	_____	_____	_____	_____
Council Member   Annie Spendlove	_____	_____	_____	_____
Council Member   Scott Taylor	_____	_____	_____	_____
Council Member   Richard Palmer	_____	_____	_____	_____

Attest

Presiding Officer

\_\_\_\_\_  
Jenna Vizcardo, Town Clerk, Apple Valley

\_\_\_\_\_  
Michael Farrar, Mayor, Apple Valley



## FEE SCHEDULE

(Adopted on May 20, 2026 Proposal June 17, 2026)

### Administrative Fees

Government Records Access Management Act (GRAMA) Request: To be determined on an individual basis per UCA 63-2-203

Photocopies: 8 1/2 x 11 single or double sided on town paper	<b>\$0.25</b>
11 x 17 single or double sided on town paper	<b>\$0.50</b>
Land Use (Zoning Ordinance)	<b>\$22.00</b>
Subdivision Ordinance	<b>\$9.00</b>
General Plan	<b>\$8.00</b>
Standards and Specifications	<b>\$25.00</b>
Maps 24" x 36"	<b>\$40.00</b>
Maps 11" x 17"	<b>\$5.00</b>
Copies on CDs	<b>\$5.00</b>
Paperless Billing Credit:	<b>(\$1.50)</b>
Returned check fee: (Utah Code Title 7 Section 15)	<b>\$25.00</b>
Apple Valley Fire Department Facility:	
Training Room	<b>\$50.00</b>
One Bay (Fire Dept Approval)	<b>\$75.00</b>
Two Bays (Fire Dept Approval)	<b>\$150.00</b>
Refundable Deposit.	<b>\$100.00</b>

### **Park Reservation**

Parks are a first come, first serve basis only

Pavilion Rental 1/2 Day	<b>\$25</b>
Full Day	<b>\$50</b>
Refundable Cleaning Deposit	<b>\$150</b>

### **Credit Card Processing Fees**

Payments over \$200.00 made with a credit or debit card are subject to an additional 3% processing fee. This applies to transactions other than monthly utility charges. There is no fee for payments made with cash or check.

### **Building Permit – Xpress Bill Pay Fees**

Transaction fees apply for credit/debit card and electronic funds transfer (EFT) payments processed through City Inspect and Xpress Bill Pay systems for building permits.

If EFT Return charges occur, they will be billed as pass-through fees, as follows:

<b>Product</b>	<b>Rate Per Transaction</b>
Credit/Debit Card Transactions	3.50% of transaction amount or a minimum of USD \$3.00
EFT Transactions	USD \$2.00



<b>Product</b>	<b>Rate Per Transaction</b>
EFT Returned Item (Invalid Account or Unable to Locate Account)	USD \$7.00
EFT Return (NSF or Account Closed)	USD \$14.00
EFT Return (Stop Payment or Charge Back)	USD \$30.00

Special fees or exceptions to payment may be granted by the Town Council for local non-profit organizations or civic functions specific to Apple Valley depending on scheduling conflicts, etc. Additional fees may be charged if there are special needs; i.e. AV equipment, change in room setup or large groups, function is after hours requiring staff to be available, etc.

**General After-The-Fact Fee Policy**

Unless a different after-the-fact fee is specifically listed, any permit, license, application, or approval obtained after the activity, construction, business operation, work, installation, or other regulated action has commenced, or after a violation has been identified by the Town, shall be charged at double the applicable fee. This after-the-fact fee is in addition to any other enforcement remedy, inspection fee, professional fee, or actual cost authorized by ordinance, agreement, or law.

**Professional Fees**

Engineering/Legal/Administrative Fees:                    **\$Actual Cost**

**Business Licenses**

<b>Alcohol License</b>	<b><u>Initial</u></b>	<b><u>Renewal</u></b>
Class A Retail License (Off Premises)	<b>\$300.00</b>	<b>\$300.00</b>
Class B Retail License (On Premises)	<b>\$1000.00</b>	<b>\$500.00</b>
Class C Retail License (Draft)	<b>\$1250.00</b>	<b>\$750.00</b>
Class D Special Events License	<b>\$200.00</b>	<b>N/A</b>
Class D Special Events Permit Application	<b>\$125.00</b>	<b>N/A</b>
Class D Special Events Permit Change Fee	<b>\$25.00</b>	<b>N/A</b>
Class E Arena/Facility License	<b>\$800.00</b>	<b>\$400.00</b>
Class F Brewpub and Microbrewery License	<b>\$300.00</b>	<b>\$150.00</b>
Temporary License	<b>\$200.00</b>	<b>N/A</b>
Government Owned Facility License	<b>\$400.00</b>	<b>\$200.00</b>

**Business License**

Short Term Rental License:	<b>\$300.00</b>
Fire Inspection Fee:	<b>\$150.00</b>
Code Inspection Fee:	<b>\$150.00</b>
Total:	<b>\$600.00</b>
 Commercial:	 <b>\$250.00</b>
Cabins, Tiny Homes, RV Park, Lodges, Etc.:	
1 unit	<b>\$300.00</b>
2-5 units	<b>\$500.00</b>



6-10 units	<b>\$800.00</b>
11-20 units	<b>\$1,200.00</b>
21-50 units	<b>\$1,500.00</b>
50+ units	<b>\$2,000.00</b>
Additional Use, Commercial:	<b>\$50.00 each use</b>
<b>Home-Based:</b>	
Non-Impact	<b>\$0.00</b>
Impact	<b>\$150.00</b>
Local Licensed Non-Profit Organizations:	<b>\$0.00</b>
Single Event License:	<b>\$200.00</b>
Dog Kennel License: Non-Commercial:	<b>\$50.00</b>
Fire Inspection Fee	<b>\$150.00</b>
Code Inspection Fee	<b>\$150.00</b>
Business License Late fee:	<b>\$25.00 per month or portion of month</b>
<b>Business License Issued After-The-Fact: Double applicable license fee. For a license category with a \$0.00 fee, the after-the-fact fee shall be \$50.00.</b>	

**Special Events Permit**

Application Fee (attendance under 100)	<b>\$200/day</b>
Application Fee (attendance 101 - 400)	<b>\$500/day</b>
Application Fee (attendance 401 - 999)	<b>\$800/day</b>
Application Fee (attendance over 999)	<b>\$1,200/day</b>
Drone License Fee:	<b>\$250/day</b>
Drone Violation Fee:	<b>\$1,000 per violation</b>
Non-Asphalt Road Access Fee:	<b>\$250/day</b>
Dust Violation Fee:	<b>\$2,000/day</b>
Sub-License Fee (vendors)	<b>\$25</b>
Event Impact Fee (Public Works, Fire, Police, and Emergency Services)	<b>\$750/day</b>
Encroachment Permit	<b>\$200</b>

**Animal Control**

**Dog License:** (1-year license Expires Dec 31)

Spayed/Neutered:	<b>\$10.00</b>
Functional:	<b>\$20.00</b>

**Late fee of 25% after February 15.**

**Dog License Issued After-The-Fact: Double applicable dog license fee.**

**Solid Waste**

Monthly Fee	<b>\$16.16<del>14.66</del> (As of July 1, 2026)</b>
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**Storm Drainage**

Residential	<b>\$10/month</b>
Commercial	<b>\$35/month</b>

**Signs**

Free Standing Sign	<b>\$100.00</b>
Monument	<b>\$100.00</b>



Temporary Sign N/A  
 Wall Sign N/A  
 Sign Review Board \$100.00

**Sign Permit Issued After-The-Fact: Double applicable sign permit fee.**

**Zoning**

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

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

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

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

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

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

**Development Review Fees**

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

Home Occupation Permit \$10 Reprint  
 Lot Split \$800 per new lot  
 Non-Compliant Lot Split \$1,600 ~~900~~ per new lot  
 Boundary Adjustments \$800 per application  
 Non-Compliant Boundary Adjustments \$1,600 per application  
~~Lot Line Adjustments \$800 per application~~  
 Planning Staff Review (PSR) \$75/Hr (1 Hour Minimum)  
 Site Plan Review (\*SPR) \$750 + Actual Cost

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

Engineering/Legal/Admin Fees Actual Cost



Master Development Agreements (MDAs), water agreements, reimbursement agreements, utility agreements, road agreements, development agreements, or other agreements requiring Town Attorney, Town Engineer, consultant, or administrative review

~~Planned Developments and Development Agreement Fees~~

~~Initial Fee~~ ~~\$500 + Actual Legal & Engineering Cost of Services~~

~~Revisions/Amendments~~ ~~\$Actual Legal & Engineering Cost of Services~~

Initial Deposit / Retainer \$10,000.00 minimum deposit required for Master Development Agreements (MDAs), water agreements, reimbursement agreements, utility agreements, road agreements, development agreements, or other agreements requiring Town Attorney, Town Engineer, consultant, or administrative review. The deposit shall function as a retainer account for project-related review and processing costs.

The Town shall draw from the deposit as costs are incurred. If the deposit balance falls below \$5,000.00, the applicant shall replenish the deposit upon request by the Town before additional processing or review occurs.

Applicants shall reimburse the Town for all actual costs incurred related to the review, drafting, processing, negotiation, administration, inspection, recording, and enforcement of the agreement.

Recoverable costs may include attorney fees, engineering fees, consultant fees, recording fees, administrative processing costs, staff review and coordination costs, mayoral review and coordination time, planning and zoning review time, finance and clerk administrative time, inspection costs, and other direct costs incurred by the Town.

The Mayor, in consultation with Town staff, may require increased deposit amounts, up to \$25,000.00, based upon project complexity, anticipated review costs, or project scope.

Any unused portion of the deposit shall be refunded to the applicant following completion of the project or agreement.

The Town reserves the right to suspend processing of an application or agreement if the applicant fails to maintain sufficient deposit balances.

These fees are intended for cost recovery purposes and not for revenue generation.

Road Dedications \$750

**Subdivisions and Other Projects**

**Construction Plan and Review Fee**

Application Fee	\$1,500
2 & 3 Lots	\$1,000.00
4-9 Lots	\$300 /lot
10 + Lots	\$500 /lot
Preliminary Plat	\$5,000 + 100/per lot
Final Plat (subdivision, town homes, roads, etc.)	\$3,000 +\$300/per lot



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

**Amendments**

Preliminary Plat **\$2,700**  
 Final Plat **\$1,200 + \$10.00 per lot**  
 Public Improvement Inspection Fee **2% of Public Works Improvement  
Construction Costs**

**Board of Appeals**

Variance Application **\$550.00**  
 Appeal Hearing **\$550.00**

**Building Permits**

Pools/Solar/Other **\$375.00**  
 Building Permit **Based on Valuation (see table below)**  
 State Building Permit Surcharge **1% of Building Permit Fee**  
 Plan Review **Residential: 40% of Permit Fee**  
 Plan Review **Commercial: 65% of Permit Fee**

**Pre-Payment Requirement**

**Plan review fees must be paid in full prior to acceptance of a building permit application. Applications will not be accepted or processed until payment is received.**

Special Inspection **\$125**  
 Re-Inspection Fee **\$125**  
 Building Permit Issued After-The-Fact **Double Permit Fee**

Grading & Grubbing Plan Review **See Table A-33-A of Currently Adopted  
Uniform Building Code(Title 12.02.040) of  
Appendix Chapter 33 EXCAVATION AND  
GRADING**

Grading & Grubbing Permit **See Table A-33-B of Currently Adopted  
Uniform Building Code(Title 12.02.040) of  
Appendix Chapter 33 EXCAVATION AND  
GRADING**

**Grading & Grubbing Permit Issued After-The-Fact  
fee** **Double applicable grading and grubbing permit**

TOTAL VALUATION

FEE

*Valuation = Square Feet x  
Current ICC Building Valuation*

\$1 to \$500 **\$23.50**  
 \$501 to \$2,000 **\$23.50 for the first \$500 plus \$3.05 for each additional \$100 or  
fraction thereof, to and including \$2,000**



\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.75 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to 500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,000 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000 or fraction thereof

**Refunds**

**No refunds will be issued for preliminary or final plat application fees, in accordance with Utah state law.**

Where applicant voluntarily withdraws the application other than preliminary and final plat applications, the following refunds will apply:

Application accepted; no further work done	<b>75% of total filing fee</b>
Notification of hearing	<b>50% of total filing fee</b>
Planning Staff Review (PSR) meeting or written comments from department received.	<b>25% of total filing fee</b>
Staff Report completed	<b>No Refund</b>
Public hearing held	<b>No Refund</b>
Staff error resulting in mandatory withdrawal	<b>100% refund</b>

**Cemetery**

	RESIDENT	NON RESIDENT
<b>LOT FEES</b>		
Full Lot	600	1,500
<b>BURIAL FEES (TO BE PAID BY MORTUARY)</b>		
Weekday	500	700
Weekend	750	950
Holiday	750	950
<b>CEMETERY OPERATION FEE (non-refundable)</b>		
Full Lot	300	300
<b>OTHER SERVICES</b>		
Disinterment	1200	1200



- [01.20.010 Residential](#)
- [01.20.020 Commercial](#)
- [01.20.030 Bulk Meter](#)
- [01.20.040 Cost Of Services](#)

**01.20.010 Residential**

Residential Standby Fee:

\$75.00/month Residential Base

Fee: \$75.00/month Residential

Usage Fees:

Gallons Used	Charge/1,000 Gal	Total
0-base/standby		\$75.00
0-5,000	\$1.50	Calculated based on usage
5,001-12,000	\$1.50	Calculated based on usage
12,001-25,000	\$1.50	Calculated based on usage
25,001-35,000	\$2.00	Calculated based on usage
35,001-45,000	<del>\$2.50</del> 25	Calculated based on usage
45,001-55,000	<del>\$3.25</del> 00	Calculated based on usage
55,001-75,000	<del>\$4.00</del> 3.50	Calculated based on usage
75,001-100,000	<del>\$5</del> 4.00	Calculated based on usage
Over 100,000	<del>\$7</del> 5.00	Calculated based on usage

Residential Impact Fee (3/4 in Connection): \$17,788

Connection Fee Deposit by Meter Size:

3/4-inch Connection Fee: \$1,600

1-inch Connection Fee: \$1,900

1.5-inch Connection Fee: \$2,900



2-inch or Larger Connection Fee: Quoted Upon Request

Actual cost of the connection depending on the size of meter required.

At the Department's discretion and depending on whether the Department owns sufficient municipal water rights to supply the proposed development and existing customers, one (1) acre foot of municipal category water rights must be bought-in at \$10,000.00 per connection, or deeded to the Department in lieu of the buy-in.

**01.20.020 Commercial**

Commercial 1-inch meter base/standby rate: \$102.00/month

Commercial 1.5-inch meter base/standby rate: \$141.93/month

Commercial 2-inch meter base/standby rate: \$202.76/month

Commercial 3-inch meter base/standby rate: \$552.51/month

Commercial 4-inch meter base/standby rate: \$1,241.90/month

Commercial Usage Fees: \$1.50 per 1,000 Gallons

Commercial Impact Fee: (Based on connection diameter-see table below. At the Department's discretion and depending on whether the Department owns sufficient municipal water rights to supply the proposed development and existing customers, appropriate acre feet of water of municipal category water rights must be bought-in at \$10,000.00 per connection or deeded to the Department in lieu of the buy-in.

Connection Diameter (in)	ERC's	Impact Fee Amount
3/4	1	\$17,788.00
1	3	\$31,623.11
1.5	5	\$71,152.00
2	8	\$126,492.44
3	10	\$284,608.00

Commercial Retail Connection Fee: Actual cost of the connection depending on the size of meter required.

**01.20.030 Bulk Meter**

Bulk Meter Usage Fees:



\$49 meter fee for usage up to five days, with a \$5.00 charge for each additional day the meter is out.

Bulk Water: The water usage cost is \$10.00 /1,000 gallons used.

Bulk Water - Cooke Well: The water usage cost is \$5.00/1,000 gallons used.

The meter must be read at least every 30 days.

A \$2000 meter deposit is required.

There will be a \$250 additional charge for late (greater than five (5) days and thirty (30) days.)

Maximum Billing for Lost or Unreturned Meter. In the event a bulk water meter is lost, not returned, damaged beyond the ability to obtain an accurate reading, or otherwise unavailable for final reading, the Town may retain the full \$2,000 deposit and bill the customer for up to 100,000 gallons of water usage, in addition to any damage to Town property and all other applicable fees and charges. If the Town has clear evidence demonstrating actual usage in excess of 100,000 gallons, the Town may bill for the actual estimated usage.

**01.20.040 Cost Of Services**

**COST OF SERVICES**

- Application Processing Fee \$125
- Well Permit Fee \$250
- Engineering Actual Cost
- Inspections \$60/Hour
- Will Serve Letters \$84.00 Initial Fee (1/2 hour), \$84.00 for Additional Half Hours
- Call-Outs \$60 First Hour Minimum / \$80 Additional Hours
- Equipment Actual Cost
- Late Notice Fee \$5
- Service Restoration Fee \$50
- Interest Charges 5%/Month



**14.02 Impact Fee Enactment**

**<https://applevalley.municipalcodeonline.com/book?type=ordinances#name=14.02 Impact Fee Enactment>**

**14.02.080 Impact Fee Schedules And Formulas**

Maximum Supportable Impact Fees. The fee schedules included herein represent the maximum impact fees which the Town may impose on development within the defined Impact Fee Service Area and are based upon general demand characteristics and potential demand that can be created by each class of user. The Town reserves the right under the Impact Fees Act (Utah Code § 11-36-202(2)(c,d)) to assess an adjusted fee to respond to unusual circumstances to ensure that fees are equitably assessed.

This adjustment may result in a higher impact fee if the Town determines that a user would create a greater than normal impact on any of the systems. The Town may also decrease the impact fee if the developer can provide documentation that the proposed impact will be less than what could be expected given the type of user (Utah Code § 11-36-202(3)(a)).

Impact Fee Schedules:

STORMWATER IMPACT FEES. The impact fees for stormwater as set forth in the attached Table 3, shall be paid at the time of application for a building permit for any property located within the drainage boundary.

Table 1 - Storm Water Impact Fee

Zoning	Adopted Impact Fee Per Acre within Drainage Boundary
Residential	\$2,885.79/acre
Commercial	\$2,885.79/acre

PARKS, TRAILS, AND OPEN SPACE IMPACT FEES. The impact fees for parks, trails and open space as set forth in the attached Table 2, shall be paid at the time of application for a building permit.

Zoning	Adopted Impact Fee Per Household (2.38 Persons)
Residential	\$725
Commercial	None

NON-STANDARD PARK IMPACT FEES: The Town reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that a land-use will have upon public facilities. The adjustment for Non-Standard Park Impact Fees could result in a different impact fee if the Town determines that a particular user may create a different impact than what is standard for its land use. The non-standard impact fee is calculated based on the following formula:



Estimated Population per Unit x Estimate of Impact Fee Per Capita (\$305) = Impact Fee per Unit

FIRE AND EMS IMPACT FEES. The impact fees for public safety as set forth in the attached Table 3, shall be paid at the time of application for a building permit.

	Cost per SFE	SFE Conversion	Total Impact Fee per Unit
<b>Residential</b>			
Single Family Dwelling Unit	\$844	1.00	\$844
Multi-Family Dwelling Unit	\$844	0.68	\$571
<b>Non-Residential</b>			
Shopping Center (per 1K SF)	\$11,443	2.81	\$32,117
General Office (per 1K SF)	\$11,443	1.43	\$16,413
Light Industrial (per 1K SF)	\$11,443	0.84	\$9,594

NON-STANDARD FIRE AND EMS IMPACT FEES: The Town reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon public facilities. This adjustment could result in a different impact fee if the Town determines that a particular user may create a different impact than what is standard for its land use. To determine the impact fee for a non-standard use, the Town should use the following formula:

Formula for Non-Standard Fire Impact Fees: Residential Fee: SFE Conversion x \$844 = Recommended Impact Fee  
 Non-Residential Fee: SFE Conversion x \$11,443 = Recommended Impact Fee

TRANSPORTATION IMPACT FEES. The impact fees for transportation as set forth in the attached Table 4, shall be paid at the time of application for a building permit.

LAND USE:	Impact Fee per Unit
<b>Singe Family Residential</b>	\$2,660
<b>Multi-Family Residential</b>	\$1,800
<b>Shopping Center</b>	\$7,466
<b>Light Industrial</b>	\$2,230
<b>Office</b>	\$3,816

NON STANDARD IMPACT FEES: The Town reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that a specific land use will have upon the Town's transportation system. This adjustment could result in a different impact fee if evidence suggests



a particular user will create a different impact than what is standard for its category. The Town may adjust the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be different than what is proposed in this analysis.

Formula for Non-Standard Transportation Impact Fees: Total Units x Estimate of PM Peak Hour Trips per Unit x Adjustment Factor x \$2,687 = Impact Fee per Unit

**TOWN OF APPLE VALLEY, UTAH  
RESOLUTION NO. R-2026-18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH, AMENDING THE TOWN FEE SCHEDULE RELATING TO WATER RATES, SOLID WASTE FEES, BOUNDARY ADJUSTMENTS, MASTER DEVELOPMENT AGREEMENTS, WATER AGREEMENTS, AND OTHER AGREEMENTS REQUIRING LEGAL, ENGINEERING, OR ADMINISTRATIVE REVIEW, AND ESTABLISHING AFTER-THE-FACT FEES FOR CERTAIN PERMITS, LAND DIVISIONS, BOUNDARY ADJUSTMENTS, LOT LINE ADJUSTMENTS, AND BUSINESS LICENSES**

WHEREAS, the Town Council of the Town of Apple Valley finds that certain development projects, water agreements, reimbursement agreements, utility agreements, and other specialized contracts require substantial review and processing by the Town Attorney, Town Engineer, consultants, and Town staff; and

WHEREAS, the Town Council finds that it is in the best interest of the Town and its taxpayers to ensure that applicants requesting such agreements reimburse the Town for actual costs incurred by the Town in reviewing, drafting, processing, negotiating, administering, recording, and enforcing such agreements; and

WHEREAS, the Town Council further finds that certain projects may require extensive legal, engineering, administrative, and staff involvement over extended periods of time and that the Town should not subsidize private development projects or investor-related agreements at taxpayer expense; and

WHEREAS, the Town Council further finds that boundary adjustments require administrative review to ensure compliance with Town ordinances and Utah State Code and desires to establish application fees for such reviews; and

WHEREAS, the Town Council further finds that permits, approvals, land divisions, and business licenses obtained after work or activities have commenced require additional staff time, enforcement efforts, administrative review, and compliance activities; and

WHEREAS, the Town Council finds that the monthly solid waste collection fee charged to the Town by its contracted provider has increased and that the Town's fee schedule should be amended to reflect the increased cost of providing solid waste collection services; and

WHEREAS, the Town Council finds that adjustments to the Town's tiered water usage rates are necessary to support the operation, maintenance, repair, replacement, and long-term financial sustainability of the municipal water system; and

WHEREAS, the Town Council desires to amend the Town Fee Schedule to establish fee, reimbursement, deposit, water rate, solid waste fee, and after-the-fact fee processes for these services;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apple Valley, Utah, as follows:

Section 1. Fee Schedule Amendment.

Boundary Adjustment Fees

Boundary Adjustments: \$800 per application

Non-Compliant Boundary Adjustments: \$1,600 per application

Solid Waste Fee Amendment

Effective July 1, 2026, the monthly residential solid waste collection fee shall be increased from \$14.66 per month to \$16.16 per month.

Water Rate Schedule Amendment

Effective July 1, 2026, the Town Fee Schedule is hereby amended to revise the tiered water usage rates as follows:

35,001 – 45,000 gallons .....	\$2.50 per 1,000 gallons
45,001 – 55,000 gallons .....	\$3.25 per 1,000 gallons
55,001 – 75,000 gallons .....	\$4.00 per 1,000 gallons
75,001 – 100,000 gallons .....	\$5.00 per 1,000 gallons
Over 100,000 gallons .....	\$7.00 per 1,000 gallons

Charges shall be calculated based upon actual metered water usage within each applicable tier.

After-the-Fact Fees

Building permits obtained after construction, installation, or work has commenced without first obtaining the required permit shall be assessed at two (2) times the otherwise applicable permit fee.

Any lot split, subdivision, or land division completed, recorded, or otherwise created without obtaining the required Town approval shall be assessed at two (2) times the applicable lot split fee.

Any boundary adjustment or lot line adjustment completed without obtaining the required Town approval shall be assessed at two (2) times the applicable fee.

Any business operating within the Town without first obtaining the required business license shall pay two (2) times the otherwise applicable business license fee before a license may be issued.

For home-based non-impact businesses that would otherwise have no business license fee, an after-the-fact business license shall be assessed a fee of \$50.00.

Planned Developments, Water Agreements, and Contract Review Fees

Initial Deposit / Retainer: A minimum deposit of \$10,000.00 shall be required for Master Development Agreements (MDAs), water agreements, reimbursement agreements, utility agreements, road agreements, development agreements, or other agreements requiring Town Attorney, Town Engineer, consultant, or administrative review.

Section 2. Severability.

If any section, subsection, sentence, clause, or phrase of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 3. Effective Date.

This Resolution shall become effective immediately upon adoption; provided, however, that the Solid Waste Fee Amendment and Water Rate Schedule Amendment adopted herein shall become effective July 1, 2026.

PASSED AND ADOPTED by the Town Council of Apple Valley, Utah, this 17th day of June, 2026.

Councilmember (check one per seat):

Michael Farrar (Mayor)	Aye:	Nae:	Abstain:	Absent:
Kevin Sair	Aye:	Nae:	Abstain:	Absent:
Annie Spendlove	Aye:	Nae:	Abstain:	Absent:
Scott Taylor	Aye:	Nae:	Abstain:	Absent:
Richard Palmer	Aye:	Nae:	Abstain:	Absent:

TOWN OF APPLE VALLEY  
A Utah municipal Corporation

ATTEST:

\_\_\_\_\_  
Michael Farrar, Mayor

\_\_\_\_\_  
Jenna Vizcardo, Town Recorder



**RESOLUTION NO. R-2026-19**

**ADOPTION OF THE TENTATIVE FISCAL BUDGET FOR THE FISCAL YEAR 2027**

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

**WHEREAS**, the Town of Apple Valley is required to adopt a tentative budget to be in compliance with the Act’s provisions and by setting and conducting a public hearing on the Fiscal Year End 2026 Annual Budget; and

**WHEREAS**, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 17th day of June 2026, and upon motion duly made and seconded:

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Town Council of the Town of Apple Valley to adopt a tentative Fiscal Year End 2027 Annual Budget as provided by the Act, attached hereto as Exhibit A, including all schedules thereto and set a hearing date of June \_\_\_, 2026.

**PASSED** this 17th day of June 2026.

PRESIDING OFFICER

\_\_\_\_\_  
Mike Farrar, Mayor

ATTEST:

\_\_\_\_\_  
Jenna Vizcardo, Town Recorder

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

**Town of Apple Valley**

*FY2027 Tentative Budget - May 2026*

<u>10 GENERAL FUND</u>	2023 Actual	2024 Actual	2025 Actual	WILL BE AMENDED AFTER FISCAL- YEAR-END	
				FY2026 AMENDED BUDGET	FY2027 TENTATIVE BUDGET
<b>REVENUE</b>					
<b>Taxes</b>					
3110 General Property Taxes-Current	140,189	136,661	173,808	195,000	195,000
3130 General Sales and Use Taxes	173,713	196,000	213,534	204,325	204,325
3140 Energy and Communication Taxes	42,108	45,700	55,868	45,000	50,000
3150 RAP Tax	17,593	18,500	18,837	18,000	18,000
3160 Transient Taxes	14,756	18,000	23,780	18,000	18,000
3180 Fuel Tax Refund	938	1,000	0	0	1,000
3190 Highway/Transit Tax	16,237	17,100	20,168	17,100	17,100
<b>Total Taxes</b>	<b>405,534</b>	<b>449,361</b>	<b>505,995</b>	<b>497,425</b>	<b>503,425</b>
<b>Licenses and Permits</b>					
3210 Business Licenses	9,191	9,500	19,916	10,500	15,000
3221 Building Permits-Fee	46,124	45,000	42,644	45,000	55,000
3222 Building Permits-Non Surcharge	6,644	6,750	13,886	7,750	12,000
3224 Building Permits Surcharge	(110.00)	450	59	100	100
3225 Animal Licenses	800	800	543	500	800
<b>Total Licenses and Permits</b>	<b>62,649</b>	<b>62,500</b>	<b>77,048</b>	<b>63,850</b>	<b>82,900</b>
<b>Intergovernmental Revenue</b>					
3356 Class C" Road Allotment	107,947	137,000	130,767	112,000	115,000
3358 Liquor control profits	1,037	1100	1485	1100	2000

<b>Total Intergovernmental Revenue</b>	<b>108,984</b>	<b>148,100</b>	<b>132,252</b>	<b>113,100</b>	<b>117,000</b>
Charges for Services					
3230 Special Event Permit	2,480	4,500	8,150	1,000	1,000
3410 Clerical Services	334	400	344	400	1,000
3416 Other Interdepartmental Charges		18,771	47,000	0	0
3431 Zoning and Subdivision Fees	24,734	20,000	59,367	20,000	40,000
3440 Solid Waste	52,113	61,000	48,701	51,000	58,000
3440.5 Paperless Bill Credit			-3,398	-3,000	-4,000
3441 Storm Drainage	42,274	49,000	51,352	49,000	49,000
3461 GRAMA Requests	352	500	23	100	100
3470 Park and Recreation Fees	175	100	0	100	200
3615 Late Charges/Other Fees	(1,766)	2,500	552	1,000	2,000
<b>Total Charges for Services</b>	<b>120,696</b>	<b>602,571</b>	<b>212,091</b>	<b>119,600</b>	<b>147,300</b>
Fines and Forfeitures					
3510 Fines	5,168	5,000	7,885	5,000	16,000
<b>Total Fines and Forfeitures</b>	<b>5,168</b>	<b>5,000</b>	<b>7,885</b>	<b>5,000</b>	<b>16,000</b>
Interest					
3610 Interest Earnings	25,895	42,200	58,317	45,000	47,000
<b>Total Interest</b>	<b>25,895</b>	<b>42,200</b>	<b>58,317</b>	<b>45,000</b>	<b>47,000</b>
Miscellaneous Revenue					
3640 Sale of Capital Assets	0	0	0	20,000	0
3690 Sundry Revenue	20,089	5,000	6,168	5,000	5,000
3692 Fire Department Fundraisers	1,500	6,500	0	0	0
3697 Park Department Fundraisers	0	800	270	0	0
3801.1 Impact Fees - Fire	5,908	6,800	27,292	6,800	6,800
3801.3 Impact Fees - Roadways	18,620	24,600	23,940	24,600	24,600

3801.6 Impact Fees - Storm water	25,280	31,000	73,256	31,000	6,000
3801.7 Impact Fees - Parks, Trails, OS	5,075	6,600	6,525	6,600	6,600
3801.91 Commercial Impact Fees - Storm Water			4,329	5,000	5,000
3801.92 Commercial Impact Fees - Transportation			13,523	15,000	15,000
3801.93 Commercial Impact Fees - Fire/EMS			58,178	60,000	60,000
<b>Total Miscellaneous Revenue</b>	<b>76,472</b>	<b>81,300</b>	<b>213,481</b>	<b>174,000</b>	<b>129,000</b>
<hr/>					
<b>Total Revenue:</b>	<b>805,398</b>	<b>1,391,032</b>	<b>1,207,069</b>	<b>1,017,975</b>	<b>1,042,625</b>
<hr/>					
<b>EXPENDITURES</b>					
<b>General Government</b>					
<b>Council</b>					
4111.110 Council/PC Salaries and Wages	15,050	21,000	6,987	13,000	13,000
4111.130 Council/PC Employee Benefits	1,419	2,400	1,178	1,000	1,000
4111.210 Council/PC Travel Reimbursement	0	1,500	0	0	0
4111.220 Council/PC Training	0	1,500	0	0	0
4111.610 Council Donations and Discretionary					
Spending	0	500	0	5,000	5,000
<b>Total Council</b>	<b>16,469</b>	<b>26,900</b>	<b>8,165</b>	<b>19,000</b>	<b>19,000</b>
<hr/>					
<b>Administrative</b>					
4141.110 Admin Salaries and Wages	103,186	99,000	117,173	80,800	120,000
4141.130 Admin Employee Benefits	14,563	17,100	22,942	10,000	16,000
4141.140 Admin Employee Retirement-GASB 68	13,273	7,000	12,210	5,500	8,000
4141.210 Admin Dues, Subs & Memberships	6,826	5,500	12,518	11,000	14,000
4141.220 Admin Public Notices	42	100	1,434	100	100

4141.230 Admin Training	743	1,500	640	1,000	1,000
4141.240 Admin Office/Administrative Expense	16,773	8,000	20,710	15,000	18,000
4141.250 Admin Equipment Expenses	17,941	10,000	20,281	13,000	13,000
4141.260 Admin Building & Ground Maintenance	5,903	4,500	12,659	4,500	10,000
4141.270 Admin Utilities	7,238	7,600	17,006	18,000	19,000
4141.280 Admin Telephone and Internet	7,711	8,100	5,410	5,000	7,000
4141.290 Admin Postage	2,762	3,700	3,450	3,700	3,700
4141.320 Admin Engineering/Professional Fees	8,133	3,500	6,156	1,000	1,000
4141.330 Admin Legal	48,307	50,000	38,142	80,000	100,000
4141.335 Prior Year Legal Fees Accrued				50,000	0
4141.340 Admin Accounting & Auditing	4,400	29,400	36,425	30,000	40,000
4141.350 Building Fees-Inspector/85% Surcharge	37,617	30,000	32,559	27,000	40,000
4141.390 Admin Bank Service Charges	140	200	135	200	200
4141.410 Admin Insurance	15,526	16,000	14,723	16,000	16,000
4141.490 Admin Travel Reimbursements	1402	1,500	2,271	2,000	2,000
4141.500 Admin Weed Abatement	0	1,500	2,415	0	200
4141.610 Bad Debt Expense	2026	250	-20	0	0
4141.740 Admin Capital Outlay	-	0	0	0	0
4170 Elections	0	1,500	0	1,500	1,500
<b>Total Administrative</b>	<b>314,512</b>	<b>305,950</b>	<b>379,239</b>	<b>375,300</b>	<b>430,700</b>
<b>Total General Government</b>	<b>330,981</b>	<b>332,850</b>	<b>387,404</b>	<b>394,300</b>	<b>449,700</b>
Public Safety					
Police					
4210.110 Police Salaries & Wages/Contract	15,000	15,000	11,763	30,000	30,000
<b>Total Police</b>	<b>15,000</b>	<b>15,100</b>	<b>11,763</b>	<b>30,000</b>	<b>30,000</b>

<b>Fire</b>					
4220.110 Fire Salaries & Wages	35,904	67,200	62,187	70,000	90,000
4220.130 Fire Employee Benefits	2,965	13,600	7,464	12,000	14,000
4220.135 Fire Employee Retirement - GASB 68	5,920	8,100	10,589	11,100	12,000
4220.150 Fire Contract Expense	0	1,500	3,492	4,000	6,000
4220.210 Fire Dues, Subscriptions & Memberships	569	600	2,125	1,800	1,800
4220.230 Fire Travel, Mileage & Cell	300	600	1,775	600	400
4220.240 Fire Office Expenses	495	500	2,634	2,000	1,500
4220.250 Fire Equipment Maintenance & Repairs	9,476	11,000	15,282	8,000	8,000
4220.255 Fire Improvements			1,260	-	-
4220.260 Fire Rent Expense	0	-	6,000	6,000	6,000
4220.360 Fire Training	3844	13,100	1,352	2,100	2,100
4220.450 Fire Small Equip/Supplies	6,159	15,000	13,302	15,000	15,000
4220.455 EMS Medical Supplies			2,215	3,000	3,000
4220.460 Fire Supplies-Fundraisers	381	500	0	500	0
4220.465 Fire Gear	4,275	15,000	8,910	10,000	10,000
4220.480 Fire Mitigation MOU Expenditures	0	15000	0	15000	15,000
4220.560 Fire Equipment Fuel	1,826	4,000	3,663	2,500	3,000
4220.740 Fire Capital outlay	17,960	0	172,081	0	0
<b>Total Fire</b>	<b>101,722</b>	<b>170,725</b>	<b>314,331</b>	<b>163,600</b>	<b>187,800</b>
<b>Total Public Safety</b>	<b>116,722</b>	<b>185,825</b>	<b>326,094</b>	<b>193,600</b>	<b>217,800</b>
Highways and Public Improvements					

Highways					
4410.110 Road Wages and Contract Labor	1,225	15,200	3,367	3,000	500
4410.130 Road Employee Benefits	94	1,750	256	200	0
4410.275 Road Improvements			850	0	-
4410.450 Road Department Supplies	10,287	45,000	1,453	1,000	1,000
4410.560 Road Equipment Fuel	1,613	5,000	0	0	0
4410.810 Road Principal	54,409	35,000	36,000	36,000	37,000
4410.820 Road Interest	29,433	28,150	27,243	27,275	26,275
4415.110 Public Works Wages and Contract Labor	8,654	30,300	67,918	52,500	52,500
4415.130 Public Works Employee Benefits	731	9,400	8,627	7,500	10,000
4415.140 Public Works Employee Retirement - GASB					
68	0	8,100	7,341	4,750	8,000
4415.450 Public Works Supplies	3,524	6,000	7,739	6,000	8,000
4415.550 Public Works Equipment Maintenance	2,376	3,000	4,265	3,000	6,000
4415.560 Public Works Equipment fuel	711	2,000	5,383	2,000	3,000
4415.570 Public Works Travel Reimbursement	562	500	0	500	0
4415.610 Public Works Storm Drainage	3,301	5,000	0	0	0
4415.615 Storm Drainage Improvements			5,806	15,000	15,000
4415.740 Public Works Capital Outlay	11,000	9,000	13,000	0	0
<b>Total Highways</b>	<b>158,647</b>	<b>210,400</b>	<b>189,248</b>	<b>158,725</b>	<b>167,275</b>
Sanitation					
4420.460 Solid Waste Service	48,954	60,000	49,510	51,000	63,000
<b>Total Sanitation</b>	<b>48,954</b>	<b>60,000</b>	<b>49,510</b>	<b>51,000</b>	<b>63,000</b>
<b>Total Highways and Public Improvements</b>	<b>207,601</b>	<b>270,400</b>	<b>238,758</b>	<b>209,725</b>	<b>230,275</b>
Parks, Recreation, and Public Property					
Parks					

4540.110 Park/Rec Wages and Contract Labor	5,845	5,100	3,356	2,000	0
4540.130 Park/Rec Employee Benefits	447	600	256	200	0
4540.250 Park/Rec Department Expenses	927	1000	679	1000	300
4540.460 Park/Rec Community Events Supplies	2561	4000	1305	4000	4000
4540.740 Parks Capital Outlay	0	0	0	0	0
4540.745 Park Improvements			1,641	0	0
<b>Total Parks</b>	<b>9,780</b>	<b>10,700</b>	<b>7,237</b>	<b>7,200</b>	<b>4,300</b>
<b>Total Parks, Recreation, and Public Property</b>	<b>9,780</b>	<b>10,700</b>	<b>7,237</b>	<b>7,200</b>	<b>4,300</b>
Transfers					
4804 Transfer to Fund Balance (Savings)	0	92,889	81,228	79,150	31,550
4805 Transfer to Capital Projects	0	265,000	53,072		
4807 Transfer to Assigned Balance - Fire Impact Fees	0	6,800	0	66,800	66,800
4809 Transfer to Assigned Balance - Roadway Impact Fees	0	24,600	36,613	39,600	39,600
4810 Transfer to Assigned Balance -Storm Water Imp Fees	0	31,000	71,779	21,000	-4,000
4811 Transfer to Assigned Balance - Parks & Rec Fees	0	6,600	4,884	6,600	6,600
<b>Total Transfers</b>	<b>0</b>	<b>616,689</b>	<b>247,576</b>	<b>213,150</b>	<b>140,550</b>
<b>Total Expenditures:</b>	<b>665,084</b>	<b>1,416,464</b>	<b>1,207,069</b>	<b>1,017,975</b>	<b>1,042,625</b>

<b>Total Change In Net Position</b>	<b>140,314</b>	<b>-25,432</b>	<b>0</b>	<b>0</b>	<b>0</b>
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<b>51 WATER OPERATIONS FUND</b>	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	FY2026 AMENDED BUDGET	FY2027 TENTATIVE BUDGET
Income or Expense					
Income From Operations:					
Operating Income					
5140 Water Sales	367,516	378,000	669,421	670,000	570,000
5150 Water Standby Fees	42,654	34,840	42,674	32,000	35,000
5310 Connection Fees	5,173	9,000	8,620	6,700	10,000
5410 Late Penalties and Fees	1,323	15,000	4,639	3,000	1,000
5490 Other Operating Income	6,133	2,250	-572	2,250	2,250
<b>Total Operating Income</b>	<b>422,799</b>	<b>439,090</b>	<b>724,782</b>	<b>713,950</b>	<b>618,250</b>
Operating Expense					
6010 Clerical Contractor Labor	-5660	0	258	300	0
6011 Town Payroll Service	9285	29,802	47,000	3,000	0
6013 Water Salaries and Wages	56,247	55,000	61,154	228,300	250,000
6014 Water Benefits	22,257	37,051	22,356	32,500	35,000
6014.5 Water Employee Retirement - GASB 68			0	20,250	21,000
6023 Travel	324	800	0	500	0
6024 Training	0	700	1,333	1,200	2,000
6025 Books/Subscriptions/Memberships	2,609	2,800	4,612	4,000	2,500
6030 Admin Supplies and Expenses	4,351	3,500	2,767	3,000	3,000
6032 Postage	642	700	0	200	200
6035 Bank Service Charges	63	100	3	100	100

6040 Professional Service	-17,021	7,500	1,842	15,000	12,000
6043 Accounting & Audit Fees	19,800	12,000	12,350	10,000	10,000
6044 Water Testing	7,966	7,800	7,559	5,000	3,000
6045 Legal Fees	3,060	7,500	17,706	20,000	30,000
6050 System Maintenance and Repairs	269	7,500	19,186	15,000	25,000
6051 System Equipment	11,361	11,100	5,303	12,000	5,000
6052 Well Maintenance and Repairs	670	7,500	5,602	20,000	10,000
6053 Tank Maintenance and Repairs	85	11,500	434	11,000	11,000
6054 Hydrant Testing & Maintenance			29	0	1,300
6060 Equipment Costs Other than Fuel	1,087	3,500	6,737	1,000	5,000
6061 Equipment Fuel	2,672	3,500	4,915	6,000	3,000
6067 Utilities	22,779	24,200	24,053	20,000	25,000
6068 Telephone & Internet	0	0	106	0	800
6070 Insurance	2,890	5,000	9,155	12,000	12,000
6095 Depreciation Expense	135,064	135,065	157,449	165,000	165,000
<b>Total Operating Expense</b>	<b>281,047</b>	<b>374,518</b>	<b>411,909</b>	<b>605,350</b>	<b>631,900</b>
<b>Total Income From Operations:</b>	<b>141,752</b>	<b>64,572</b>	<b>312,873</b>	<b>108,600</b>	<b>-13,650</b>
Non-Operating Items:					
Non-Operating Income					
5510 Grants	0	1140000	35,200	0	0
5520 Impact Fees	135,976	120,000	126,895	90,000	90,000
5610 Interest Income	726	500	14,688	12,000	12,000
5680 Contributed Capital Revenue			13,470	0	0
5690 Sundry Revenue	0	100	500	500	500
<b>Total Non-operating income</b>	<b>136,702</b>	<b>1,260,600</b>	<b>190,753</b>	<b>102,500</b>	<b>102,500</b>
Non-Operating Expense					
6080 Interest Expense	107,887	85,528	85,467	83,110	83,110

<b>Total Non-Operating Expense</b>	<b>107,887</b>	<b>85,528</b>	<b>85,467</b>	<b>83,110</b>	<b>83,110</b>
<b>Total Non-Operating Items:</b>	<b>28,815</b>	<b>1,175,072</b>	<b>105,286</b>	<b>19,390</b>	<b>19,390</b>
<b>Total Income or Expense Before Debt Service</b>	<b>170,567</b>	<b>1,239,644</b>	<b>418,159</b>	<b>127,990</b>	<b>5,740</b>
<b>Debt Service</b>					
Debt Service-Principal-2013 Water Bond	Jan 2044 \$1,690,000		85000	85,000	85000
Debt Service-Principal-2014A Water Bond	Sep 2054 \$2,115,000		32654	32,654	32654
Debt Service-Principal-2014B Water Bond	Aug 2054 \$271,095		3873	3,873	3873
Debt Service-Principal-Aquifer Study			0	0	0
Debt Service-Principal-Well 59	Oct 2037 \$64,000		4000	4,000	4000
Debt Service-Principal-Canaan Springs	May 2048 \$295,000		11000	11,000	11000
Less Depreciation			-157449	-165,000	-165,000
<b>Total Additional Debt Service</b>	<b>0</b>	<b>0</b>	<b>-20,922</b>	<b>-28,473</b>	<b>-28,473</b>
<b>Total Income or Expense After Debt Service</b>	<b>0</b>	<b>0</b>	<b>\$439,081</b>	<b>\$156,463</b>	<b>\$34,213</b>
<b>Capital Projects</b>					
Canaan Springs/ Webb Pipeline				18,017	
<b>Total Capital Projects</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,017</b>	<b>0</b>
<b>Transfer to Impact Fee Account</b>			<b>126,895</b>	<b>5,000</b>	<b>5,000</b>

*Transfer to Savings (For capital improvements, debt payments, infrastructure)*

	0	48,446	29,213
	126895	53,446	34,213
<b>Total Income or Expense</b>	<b>\$312,186</b>	<b>\$0</b>	<b>\$0</b>

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
BY AND BETWEEN  
THE TOWN OF COLORADO CITY, ARIZONA AND TOWN OF APPLE VALLEY,  
UTAH  
FOR POLICE SERVICES**

**THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT** (“Agreement” or “IGA”) is entered into by and between the Town of Colorado City, Arizona (“Colorado City”) and the Town of Apple Valley, Utah (“Apple Valley”) and is as follows:

**RECITALS**

**WHEREAS**, Colorado City and Apple Valley (collectively “Parties”, and individually a “Party”) are mutually interested in providing cost effective public services; and

**WHEREAS**, pursuant to A.R.S. § 9-240 & A.R.S. § 11-952, Colorado City, as an Arizona town, is given authority to enter into contracts or agreements of joint exercise of power with any other public agency; and

**WHEREAS**, pursuant to Utah Code Ann. § 11-13-201 & §11-13-202 (1953 as amended), Apple Valley, as a Utah city, is given authority to enter into contracts for the joint exercise of power with any public agency of any other state, exercising and enjoying all of the powers, privileges and authorities conferred by said act; and

**WHEREAS**, Colorado City staffs and operates a police department with the equipment and manpower necessary to provide such services within the geographical limits of both Colorado City and Apple Valley: and

**WHEREAS**, Apple Valley and Colorado City are located in close proximity to one another and could make the most efficient use of their powers by cooperating with one another on a basis of mutual advantage thereby to provide law enforcement services in a manner that will accord best with geographic, economic, and population factors influencing the needs and development of both communities and providing the benefit of economy of scale for the overall promotion of the general welfare of both communities; and

**WHEREAS**, the Parties also recognize that this Agreement must satisfy the Utah Interlocal Cooperation Act (“ICA”) found in Utah Code Ann. §11-13-101 *et seq*; and

**WHEREAS**, Apple Valley and Colorado City desire to operate their police departments under an intergovernmental agreement and cooperation and mutual operation would be advantageous for both Parties.

**NOW, THEREFORE, COLORADO CITY AND APPLE VALLEY AGREE AS FOLLOWS:**

## **1. TERM**

The term of this Agreement will be from the   1st   day of            July           , 2026, until one of the Parties to the IGA provides the other Party with a written Notice to Terminate this Agreement at least three (3) months prior to the desired termination of the IGA. Upon termination of this Agreement, all equipment and property shall revert back to the owner. If the Parties agree, rather than reverting the property to the Party owning the property, the Party owning the property may accept a payment of not less than the fair market value of the property from the other Party. Termination will not relieve either Party from liabilities and costs already incurred under this Agreement, not affect ownership of said equipment and property.

## **2. ADMINISTRATION AND OPERATION**

- a. A Police Chief who shall provide for the administration of this IGA shall be hired by the Town of Colorado City as its employee.
- b. The Police Chief shall present department policies for approval by Apple Valley and Colorado City Councils with each policy to apply within that Party’s jurisdiction while being as similar as possible under applicable Arizona and Utah laws. If the Police Chief does not agree with a policy proposed by Apple Valley staff, such disagreement shall be submitted to the Apple Valley manager and the Colorado City manager for resolution.
- c. The Police Chief shall coordinate with the Town Managers and Councils in frequent communication regarding department practices and activities undertaken pursuant to this

Agreement.

- d. Colorado City shall employ and supervise all police officers necessary and provide support services, vehicles, equipment and supplies necessary for the operation of the Colorado City's Police Department ("Department").
- e. The Police Chief shall supervise all police officers and personnel of the Department. Personnel shall be subject to the human resources and personnel policies of Colorado City as well as the Department policies.
- f. Police Officers acting within Apple Valley or the state of Utah shall have all rights, duties and authority for law enforcement granted to or delegated to Apple Valley under applicable Utah law.
- g. Colorado City law enforcement personnel (collectively "Police Officers") acting within the Town or the state of Arizona shall have all rights, duties and authority for law enforcement granted to or delegated to Town under applicable Arizona law.
- h. All law enforcement services within Apple Valley and the state of Utah shall comply with applicable ordinances, regulations, laws and other requirements of Apple Valley, the State of Utah and the United States. All officers carrying out law enforcement duties within Apple Valley and the state of Utah under this Agreement shall have the qualifications required by law, subject to the provisions of Utah Code Ann. §11-13-202 and §11-13-203.5.
- i. All law enforcement services within Colorado City and the state of Arizona shall comply with applicable ordinances, regulations, laws and other requirements of Colorado City, the State of Arizona and the United States. All officers carrying out law enforcement duties under this Agreement within Colorado City or the state of Arizona shall have the qualifications required by Arizona law, subject to the provisions of A.R. S. §41-1823.
- j. Colorado City shall keep records of all law enforcement activities and expenses incurred under the terms of this Agreement and shall make public and available all such records that are not confidential or restricted, pursuant to applicable Utah or Arizona law, based upon

where the activity occurred.

- k. Apple Valley may offer to provide such additional personnel, furniture, fixtures and equipment as it's Council deems appropriate; provided, however, that as a condition precedent to any Apple Valley personnel providing Colorado City assistance in connection with this Agreement, the managers of Apple Valley and the Colorado City must meet and agree on supervisory protocols regarding such personnel. Any claim arising out of the joint actions of Colorado City and Apple Valley personnel pursuant to this Agreement shall be subject to the Joint Defense Agreement defined in Section 6.b of this Agreement.

### 3. FINANCING AND BUDGET

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

Apple Valley will initially pay Colorado City, thirty thousand dollars (\$30,000) per year, this will include the first seven police cases taken per month (highway crashes on SR59 will be excluded from the police calls for service). Additional calls will be billed at a rate of \$75.00 dollars per officer per call. These rates will be reviewed and updated annually. Compensation shall be paid on a quarterly basis in the amount of seven thousand five hundred dollars (\$7,500) and reviewed for adjustment at the beginning of each fiscal year that the Agreement is in force.

- a. Monthly payments made by Apple Valley to Colorado City pursuant to this Agreement shall be addressed in accordance with the provisions of Utah Code Ann. §10-5-101 et seq. or §10-6-101 et seq. (1953, as amended) as applicable. Each Party shall establish and maintain a budget for law enforcement services and shall provide a copy of said budget to each other upon completion. If either Party fails to appropriate funds as required to fund obligations under this Agreement, the other Party may terminate this Agreement.
- b. As per A.R.S. §23-1022, any employee working within the jurisdictional boundary of the other Party, pursuant to this Agreement, will be provided worker's compensation benefits by the primary employer only. Personnel will operate across jurisdictional boundaries of

the Parties either for Apple Valley in Utah or for Colorado City in Arizona, as directed by the Police Chief. Each Party shall provide the notice required by A.R.S. § 23-1022. E.

- d. As per U.C.A. § 11-13-222 all privileges, immunities from liability, exemptions from laws, ordinances, and rules, pensions and relief, disability, workers compensations, and other benefits shall apply to an officer, agent, or employee of a public agency (as defined in the ICA) while performing functions under this Agreement whether within the territorial limits of the Apple Valley or the territorial limit of the Colorado City. All provisions of Arizona Revised Statutes Title 12, Chapter 7, Article 2 shall apply to any public entity or public employee performing funding under this Agreement.

#### **4. PARTIES TO RETAIN SEPARATE IDENTITIES**

- a. Notwithstanding the provisions of this Agreement, each Party shall, at all times, retain its separate, legal identity. No separate legal or administrative entity shall be created under this Agreement, although administratively consolidated police department operations are intended.

#### **5. POLICE FACILITY**

- a. The main police facility will be located at 50 North Colvin Street, Colorado City, Arizona (the "Facility").
- b. Colorado City as the lease holder of the Facility shall be responsible for building and grounds maintenance, taxes, repairs, and utility services. By entering into this Agreement, Apple Valley assumes no responsibility whatsoever in relation to the Facility.
- c. In addition to the insurance requirements of Section 7, Colorado City shall be responsible to maintain property and, general liability insurance for the Facility and contents and for acts and omissions occurring in the Facility.

## 6. MUTUAL INDEMNIFICATION

- a. To the extent permitted by law, the Parties shall indemnify, defend and hold harmless the other Party, its elected officials, officers, employees and agents from and against all claims, actions, judgments, costs and expenses, to the extent arising out of any act or omission of the indemnifying Party or its officers, officials, employees and agents resulting in a claim or claims for bodily injuries or damages to persons or property or other liability, real or personal, in connection with this Agreement.
- b. The Parties shall give to each other prompt and reasonable notice of any such claims or actions. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability based upon the relative degree of fault and proportionate payment of possible litigation expenses and damages pursuant to the Joint Defense Memorandum of Understanding and Agreement attached hereto as Exhibit A (collectively, the “Joint Defense Agreement”).
- c. The obligations under this Section 6 shall survive termination of this Agreement.

## 7. IMMUNITY

- a. By entering into this Agreement, the Parties do not (and do not intend to) waive any immunity provided to the Parties hereto or their officials, employees, or agents by Title 63G, Chapter 7, *Utah Code Annotated*, known as the *Governmental Immunity Act of Utah*, (the “Immunity Act”), under Arizona Revised Statutes Title 12, Chapter 7, Article 2 or by other applicable law.
- b. While performing duties under this Agreement, whether inside or outside the law enforcement officer’s own jurisdiction, each law enforcement officer shall possess the same immunities and privileges as if the duties were performed within the officer’s own jurisdiction.
- c. Nothing in this Agreement shall be construed as a waiver of any sort, including, but

not limited to, sovereign immunity or other defense available to governmental entities in Utah and Arizona, or as a consent to be sued, or as a submission to the jurisdiction of any court.

## **8. OBLIGATIONS**

- a. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law and nothing herein shall be construed or give rise to a general obligation or liability of any Party or a charge against its general credit or taxing powers.

## **9. FILING**

- a. A copy of this Agreement shall be placed on file in the office of the official record keeper of each Party and shall remain on file for public inspection during the term of this Agreement. In the event of a renewal of this Agreement the official record keeper shall refile the renewed agreement.

## **10. INSURANCE**

- a. Each Party shall provide comprehensive liability insurance coverage in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 aggregate. Coverage should include premises/operations, independent contractors, products/completed operations and contractual liability.
- b. Such insurance policy shall be evidenced by a current Certificate of Insurance naming the indemnified Party and its elected official(s), officers, employees and agents as additional insured. Other insurance options must be negotiated between Parties.
- c. Officers acting in Apple Valley, in the state of Utah shall be covered by Apple Valley liability insurance and Officers acting in the state of Arizona shall be covered by Colorado City liability insurance. If a claim is filed against both insurance carriers, representatives of the carriers shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability based upon the relative degree of fault and proportionate

payment of possible litigation expenses and damages, as set forth more fully in the Joint Defense Agreement required pursuant to Section 6.b of this Agreement. The obligations under this Section 7.c shall survive termination of this Agreement,

## **11. SEVERABILITY AND CONFLICTS OF INTEREST**

- a. The provisions of this Agreement are severable. In the event any portion of this Agreement is not enforceable, the remainder shall be enforced with provisions deemed to have been included to the extent necessary to give effect to the intent of the Parties as stated in this Agreement.
- b. No delay, omission or failure to exercise any right of either Party under this Agreement shall be construed to be a waiver of any such right or as impairing any such right.

## **12. AMENDMENTS AND INTEGRATION.**

- a. This Agreement is intended to reflect the mutual intent of the Parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any Party.
- b. The Parties shall work in good faith to implement and resolve details not specified in this Agreement.
- c. No amendment or modification of the terms hereof shall be made unless in writing and approved by the governing bodies of both parties.
- d. No Party to this Agreement may assign any right, claim, interest, or duty it may have under this Agreement.

## **13. GENERAL TERMS**

- a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- b. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party. The Parties agree that nothing in this Agreement alters or conveys

any judicial jurisdiction, including the authority to issue warrants for arrests or search and seizure warrants, or to issue service of process.

- c. This Agreement contains the entire agreement between the Parties concerning its subject matter and shall not be modified except by written agreement duly executed by the Parties hereto. There are no oral understandings or agreements not set forth herein.
- d. This Agreement may be canceled pursuant to A.R.S. § 38-511 in the event of a conflict of interest as described therein.

**IN WITNESS WHEREOF**, the parties hereto agree to carry out the terms of this Agreement.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Howard Ream, Mayor  
Town of Colorado City

\_\_\_\_\_  
Michael Farrar, Mayor  
Town of Apple Valley

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Shirley Zitting, Town Clerk

\_\_\_\_\_  
Jenna Vizcardo, Town Recorder

**APPROVED AS TO FORM AND SUBSTANCE:**

\_\_\_\_\_  
Mangum, Wall, Stoops & Warden  
Colorado City Attorney

\_\_\_\_\_  
Heath Snow  
Town of Apple Valley Attorney

TOWN OF APPLE VALLEY  
RESOLUTION NO: R-2026-22

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
BY AND BETWEEN THE TOWN OF COLORADO CITY, ARIZONA AND TOWN OF APPLE  
VALLEY, UTAH FOR POLICE SERVICES**

WHEREAS, the Town of Apple Valley ("Town") is a municipality organized and existing under the laws of the State of Utah; and

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Annotated § 11-13-101 et seq., authorizes public agencies to cooperate and contract with public agencies of other states for the joint exercise of powers and the provision of governmental services; and

WHEREAS, the Town of Colorado City, Arizona, is authorized under Arizona law to enter into agreements for the joint exercise of governmental powers and services; and

WHEREAS, the Town Council finds that cooperation between the Town of Apple Valley and the Town of Colorado City will promote the efficient and cost-effective provision of law enforcement services for the benefit of residents of both communities; and

WHEREAS, the Town Council has reviewed the proposed Intergovernmental Cooperative Agreement for Police Services between the Town of Apple Valley, Utah and the Town of Colorado City, Arizona ("Agreement"), which establishes the terms and conditions under which police services will be provided; and

WHEREAS, the Town Council finds that approval of the Agreement is in the best interests of the Town and serves a valid public purpose.

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

Section 1. Approval of Agreement.

The Intergovernmental Cooperative Agreement for Police Services between the Town of Apple Valley, Utah and the Town of Colorado City, Arizona, substantially in the form presented to the Town Council, is hereby approved.

Section 2. Authorization to Execute.

The Mayor is hereby authorized and directed to execute the Agreement on behalf of the Town of Apple Valley and to take such actions as may be necessary to carry out the intent of this Resolution and the Agreement.

Section 3. Administrative Authority.

The Mayor, Town Recorder, and other appropriate Town officials are authorized to execute such documents and undertake such administrative actions as may be reasonably necessary to implement the Agreement.

Section 4. Filing and Recordkeeping.

Upon execution, the Town Recorder shall maintain the Agreement and this Resolution in the official records of the Town in accordance with applicable provisions of the Utah Interlocal

Cooperation Act and other applicable law.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

	AYE	NAY	ABSENT	ABSTAIN
Mayor   Mike Farrar	_____	_____	_____	_____
Council Member   Kevin Sair	_____	_____	_____	_____
Council Member   Annie Spendlove	_____	_____	_____	_____
Council Member   Scott Taylor	_____	_____	_____	_____
Council Member   Richard Palmer	_____	_____	_____	_____

Attest

Presiding Officer

\_\_\_\_\_  
Jenna Vizcardo, Town Clerk, Apple Valley

\_\_\_\_\_  
Michael Farrar, Mayor, Apple Valley

**EXHIBIT A**

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

**BY AND BETWEEN  
THE TOWN OF COLORADO CITY, ARIZONA AND TOWN OF APPLE VALLEY, UTAH  
FOR POLICE SERVICES**

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
BY AND BETWEEN  
THE TOWN OF COLORADO CITY, ARIZONA AND TOWN OF APPLE VALLEY,**

**UTAH  
FOR POLICE SERVICES**

**THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT** (“Agreement” or “IGA”) is entered into by and between the Town of Colorado City, Arizona (“Colorado City”) and the Town of Apple Valley, Utah (“Apple Valley”) and is as follows:

**RECITALS**

**WHEREAS**, Colorado City and Apple Valley (collectively “Parties”, and individually a “Party”) are mutually interested in providing cost effective public services; and

**WHEREAS**, pursuant to A.R.S. § 9-240 & A.R.S. § 11-952, Colorado City, as an Arizona town, is given authority to enter into contracts or agreements of joint exercise of power with any other public agency; and

**WHEREAS**, pursuant to Utah Code Ann. § 11-13-201 & §11-13-202 (1953 as amended), Apple Valley, as a Utah city, is given authority to enter into contracts for the joint exercise of power with any public agency of any other state, exercising and enjoying all of the powers, privileges and authorities conferred by said act; and

**WHEREAS**, Colorado City staffs and operates a police department with the equipment and manpower necessary to provide such services within the geographical limits of both Colorado City and Apple Valley: and

**WHEREAS**, Apple Valley and Colorado City are located in close proximity to one another and could make the most efficient use of their powers by cooperating with one another on a basis of mutual advantage thereby to provide law enforcement services in a manner that will accord best with geographic, economic, and population factors influencing the needs and development of both communities and providing the benefit of economy of scale for the overall promotion of the general welfare of both communities; and

**WHEREAS**, the Parties also recognize that this Agreement must satisfy the Utah Interlocal Cooperation Act (“ICA”) found in Utah Code Ann. §11-13-101 *et seq*; and

**WHEREAS**, Apple Valley and Colorado City desire to operate their police departments under an intergovernmental agreement and cooperation and mutual operation would be

advantageous for both Parties.

**NOW, THEREFORE, COLORADO CITY AND APPLE VALLEY AGREE AS FOLLOWS:**

**1. TERM**

The term of this Agreement will be from the   1st   day of            July           , 2026, until one of the Parties to the IGA provides the other Party with a written Notice to Terminate this Agreement at least three (3) months prior to the desired termination of the IGA. Upon termination of this Agreement, all equipment and property shall revert back to the owner. If the Parties agree, rather than reverting the property to the Party owning the property, the Party owning the property may accept a payment of not less than the fair market value of the property from the other Party. Termination will not relieve either Party from liabilities and costs already incurred under this Agreement, not affect ownership of said equipment and property.

**2. ADMINISTRATION AND OPERATION**

- a. A Police Chief who shall provide for the administration of this IGA shall be hired by the Town of Colorado City as its employee.
- b. The Police Chief shall present department policies for approval by Apple Valley and Colorado City Councils with each policy to apply within that Party's jurisdiction while being as similar as possible under applicable Arizona and Utah laws. If the Police Chief does not agree with a policy proposed by Apple Valley staff, such disagreement shall be submitted to the Apple Valley manager and the Colorado City manager for resolution.
- c. The Police Chief shall coordinate with the Town Managers and Councils in frequent communication regarding department practices and activities undertaken pursuant to this Agreement.
- d. Colorado City shall employ and supervise all police officers necessary and provide support services, vehicles, equipment and supplies necessary for the operation of the

Colorado City's Police Department ("Department").

- e. The Police Chief shall supervise all police officers and personnel of the Department. Personnel shall be subject to the human resources and personnel policies of Colorado City as well as the Department policies.
- f. Police Officers acting within Apple Valley or the state of Utah shall have all rights, duties and authority for law enforcement granted to or delegated to Apple Valley under applicable Utah law.
- g. Colorado City law enforcement personnel (collectively “Police Officers”) acting within the Town or the state of Arizona shall have all rights, duties and authority for law enforcement granted to or delegated to Town under applicable Arizona law.
- h. All law enforcement services within Apple Valley and the state of Utah shall comply with applicable ordinances, regulations, laws and other requirements of Apple Valley, the State of Utah and the United States. All officers carrying out law enforcement duties within Apple Valley and the state of Utah under this Agreement shall have the qualifications required by law, subject to the provisions of Utah Code Ann. §11-13-202 and §11-13-203.5.
- i. All law enforcement services within Colorado City and the state of Arizona shall comply with applicable ordinances, regulations, laws and other requirements of Colorado City, the State of Arizona and the United States. All officers carrying out law enforcement duties under this Agreement within Colorado City or the state of Arizona shall have the qualifications required by Arizona law, subject to the provisions of A.R. S. §41-1823.
- j. Colorado City shall keep records of all law enforcement activities and expenses incurred under the terms of this Agreement and shall make public and available all such records that are not confidential or restricted, pursuant to applicable Utah or Arizona law, based upon where the activity occurred.
- k. Apple Valley may offer to provide such additional personnel, furniture, fixtures and equipment as it’s Council deems appropriate; provided, however, that as a condition precedent to any Apple Valley personnel providing Colorado City assistance in connection with this Agreement, the managers of Apple Valley and the Colorado City must meet and agree on supervisory protocols regarding such personnel. Any claim

arising out of the joint actions of Colorado City and Apple Valley personnel pursuant to this Agreement shall be subject to the Joint Defense Agreement defined in Section 6.b of this Agreement.

### 3. FINANCING AND BUDGET

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

Apple Valley will initially pay Colorado City, thirty thousand dollars (\$30,000) per year, this will include the first seven police cases taken per month (highway crashes on SR59 will be excluded from the police calls for service). Additional calls will be billed at a rate of \$75.00 dollars per officer per call. These rates will be reviewed and updated annually. Compensation shall be paid on a quarterly basis in the amount of seven thousand five hundred dollars (\$7,500) and reviewed for adjustment at the beginning of each fiscal year that the Agreement is in force.

- a. Monthly payments made by Apple Valley to Colorado City pursuant to this Agreement shall be addressed in accordance with the provisions of Utah Code Ann. §10-5-101 et seq. or §10-6-101 et seq. (1953, as amended) as applicable. Each Party shall establish and maintain a budget for law enforcement services and shall provide a copy of said budget to each other upon completion. If either Party fails to appropriate funds as required to fund obligations under this Agreement, the other Party may terminate this Agreement.
- b. As per A.R.S. §23-1022, any employee working within the jurisdictional boundary of the other Party, pursuant to this Agreement, will be provided worker's compensation benefits by the primary employer only. Personnel will operate across jurisdictional boundaries of the Parties either for Apple Valley in Utah or for Colorado City in Arizona, as directed by the Police Chief. Each Party shall provide the notice required by A.R.S. § 23-1022. E.
- d. As per U.C.A. § 11-13-222 all privileges, immunities from liability, exemptions from laws, ordinances, and rules, pensions and relief, disability, workers compensations, and other benefits shall apply to an officer, agent, or employee of a public agency (as defined in the

ICA) while performing functions under this Agreement whether within the territorial limits of the Apple Valley or the territorial limit of the Colorado City. All provisions of Arizona Revised Statutes Title 12, Chapter 7, Article 2 shall apply to any public entity or public employee performing funding under this Agreement.

#### **4. PARTIES TO RETAIN SEPARATE IDENTITIES**

- a. Notwithstanding the provisions of this Agreement, each Party shall, at all times, retain its separate, legal identity. No separate legal or administrative entity shall be created under this Agreement, although administratively consolidated police department operations are intended.

#### **5. POLICE FACILITY**

- a. The main police facility will be located at 50 North Colvin Street, Colorado City, Arizona (the "Facility").
- b. Colorado City as the lease holder of the Facility shall be responsible for building and grounds maintenance, taxes, repairs, and utility services. By entering into this Agreement, Apple Valley assumes no responsibility whatsoever in relation to the Facility.
- c. In addition to the insurance requirements of Section 7, Colorado City shall be responsible to maintain property and, general liability insurance for the Facility and contents and for acts and omissions occurring in the Facility.

#### **6. MUTUAL INDEMNIFICATION**

- a. To the extent permitted by law, the Parties shall indemnify, defend and hold harmless the other Party, its elected officials, officers, employees and agents from and against all claims, actions, judgments, costs and expenses, to the extent arising out of any act or omission of the indemnifying Party or its officers, officials, employees and agents resulting in a claim or claims for bodily injuries or damages to persons or property or other liability, real or personal, in connection with this Agreement.

- b. The Parties shall give to each other prompt and reasonable notice of any such claims or actions. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability based upon the relative degree of fault and proportionate payment of possible litigation expenses and damages pursuant to the Joint Defense Memorandum of Understanding and Agreement attached hereto as Exhibit A (collectively, the “Joint Defense Agreement”).
- c. The obligations under this Section 6 shall survive termination of this Agreement.

## **7. IMMUNITY**

- a. By entering into this Agreement, the Parties do not (and do not intend to) waive any immunity provided to the Parties hereto or their officials, employees, or agents by Title 63G, Chapter 7, *Utah Code Annotated*, known as the *Governmental Immunity Act of Utah*, (the “Immunity Act”), under Arizona Revised Statutes Title 12, Chapter 7, Article 2 or by other applicable law.
- b. While performing duties under this Agreement, whether inside or outside the law enforcement officer’s own jurisdiction, each law enforcement officer shall possess the same immunities and privileges as if the duties were performed within the officer’s own jurisdiction.
- c. Nothing in this Agreement shall be construed as a waiver of any sort, including, but not limited to, sovereign immunity or other defense available to governmental entities in Utah and Arizona, or as a consent to be sued, or as a submission to the jurisdiction of any court.

## **8. OBLIGATIONS**

- a. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law and nothing herein shall be construed or give rise to a general obligation or liability of any Party or a charge against its general credit or taxing powers.

**9. FILING**

- a. A copy of this Agreement shall be placed on file in the office of the official record keeper of each Party and shall remain on file for public inspection during the term of this Agreement. In the event of a renewal of this Agreement the official record keeper shall refile the renewed agreement.

**10. INSURANCE**

- a. Each Party shall provide comprehensive liability insurance coverage in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 aggregate. Coverage should include premises/operations, independent contractors, products/completed operations and contractual liability.
- b. Such insurance policy shall be evidenced by a current Certificate of Insurance naming the indemnified Party and its elected official(s), officers, employees and agents as additional insured. Other insurance options must be negotiated between Parties.
- c. Officers acting in Apple Valley, in the state of Utah shall be covered by Apple Valley liability insurance and Officers acting in the state of Arizona shall be covered by Colorado City liability insurance. If a claim is filed against both insurance carriers, representatives of the carriers shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability based upon the relative degree of fault and proportionate payment of possible litigation expenses and damages, as set forth more fully in the Joint Defense Agreement required pursuant to Section 6.b of this Agreement. The obligations under this Section 7.c shall survive termination of this Agreement,

**11. SEVERABILITY AND CONFLICTS OF INTEREST**

- a. The provisions of this Agreement are severable. In the event any portion of this Agreement is not enforceable, the remainder shall be enforced with provisions deemed to have been included to the extent necessary to give effect to the intent of the Parties as stated in this Agreement.
- b. No delay, omission or failure to exercise any right of either Party under this Agreement shall be construed to be a waiver of any such right or as impairing any such right.

**12. AMENDMENTS AND INTEGRATION.**

- a. This Agreement is intended to reflect the mutual intent of the Parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any Party.
- b. The Parties shall work in good faith to implement and resolve details not specified in this Agreement.
- c. No amendment or modification of the terms hereof shall be made unless in writing and approved by the governing bodies of both parties.
- d. No Party to this Agreement may assign any right, claim, interest, or duty it may have under this Agreement.

**13. GENERAL TERMS**

- a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- b. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party. The Parties agree that nothing in this Agreement alters or conveys any judicial jurisdiction, including the authority to issue warrants for arrests or search and seizure warrants, or to issue service of process.
- c. This Agreement contains the entire agreement between the Parties concerning its subject matter and shall not be modified except by written agreement duly executed by the Parties hereto. There are no oral understandings or agreements not set forth herein.
- d. This Agreement may be canceled pursuant to A.R.S. § 38-511 in the event of a conflict of interest as described therein.

**IN WITNESS WHEREOF**, the parties hereto agree to carry out the terms of this Agreement.  
**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_

Howard Ream, Mayor  
Town of Colorado City

Michael Farrar, Mayor  
Town of Apple Valley

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Shirley Zitting, Town Clerk

\_\_\_\_\_  
Jenna Vizcardo, Town Recorder

**APPROVED AS TO FORM AND SUBSTANCE:**

\_\_\_\_\_  
Mangum, Wall, Stoops & Warden  
Colorado City Attorney

\_\_\_\_\_  
Heath Snow  
Town of Apple Valley Attorney

TOWN OF APPLE VALLEY  
RESOLUTION NO: R-2026-21

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR JUSTICE COURT SERVICES BETWEEN HILDALE CITY (CITY) AND APPLE VALLEY (TOWN)**

WHEREAS, Hildale City has previously created and currently operates a justice court in accordance with Title 78A, Chapter 7, Utah Code Ann.;

WHEREAS, the Hildale City Council desires to enter into an Interlocal Agreement for Justice Court Services with Apple Valley to provide justice court services to Hildale City and Apple Valley;

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

1. The Town Council approves of the Interlocal Cooperation Agreement for Justice Court Services between Apple Valley and Hildale City, which agreement is attached hereto as Exhibit A.
2. The Town Council authorizes the Mayor and Town Staff, as necessary, to execute and carry out the Interlocal Agreement according to the terms set forth therein.
3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

	AYE	NAY	ABSENT	ABSTAIN
Mayor   Mike Farrar	_____	_____	_____	_____
Council Member   Kevin Sair	_____	_____	_____	_____
Council Member   Annie Spendlove	_____	_____	_____	_____
Council Member   Scott Taylor	_____	_____	_____	_____
Council Member   Richard Palmer	_____	_____	_____	_____

Attest

Presiding Officer

\_\_\_\_\_  
Jenna Vizcardo, Town Clerk, Apple Valley

\_\_\_\_\_  
Michael Farrar, Mayor, Apple Valley

**EXHIBIT A**  
**Interlocal Cooperation Agreement for Justice Court Services**

## INTERLOCAL COOPERATION AGREEMENT FOR JUSTICE COURT SERVICES

This Agreement made and entered into as of the effective date set forth herein by and between the TOWN of HILDALE CITY, a municipal corporation organized under the laws of the State of Utah ("Hildale"), and TOWN of APPLE VALLEY, a municipal corporation organized under the laws of the State of Utah ("Apple Valley")

### RECITALS

This Agreement is made and entered into by and between the parties based upon the following recitals:

A. Title 78A, Chapter 7, Utah Code Ann., ("the Act") authorizes and enables each of the parties to establish and operate a justice court for public convenience within or for each party's jurisdiction, subject to Judicial Council certification and the requirements and limitations of the Act.

B. The parties have an interest to serve each party's jurisdiction and obtain economies of scale and serve the public convenience through shared costs of staffing, equipping, and operation of the Court.

C. The parties are authorized by the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13, Utah Code Ann., to enter into this Agreement.

D. The parties desire to enter into an agreement to provide justice court services to both cities on the terms and conditions set forth in this interlocal cooperation agreement ("Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

#### 1. Justice Court Services

Hildale shall provide justice court services, including in both criminal and small claims matters, through the Court to Hildale and Apple Valley pursuant to the Act and this Agreement ("Court Services").

#### 2. Territorial Jurisdiction

The jurisdiction of the Court shall extend into the territory within the corporate limits of Hildale, Apple Valley, and such other territory as authorized by law.

#### 3. Court Jurisdiction

The Court shall have the jurisdiction granted to it by the applicable laws and rules of the State of

Utah and, in particular, those granted by Section 106 of the Act. The Court shall have the authority to enforce Hildale's and Apple Valley's respective ordinances.

#### 4. Justice Court Judge Authority

The justice judge of the Court ("Judge") shall have such authority as is granted by the Act and other applicable state law, city ordinances, and rules. Page 1 of 7

#### 5. Place of Holding Court

The Court, its courtroom, and related offices are currently located in the Hildale City Hall, 320 E. Newel Avenue, Hildale, Utah 84784. The Court may be held elsewhere within the Court's territorial jurisdiction as may be appropriate and reasonable under the circumstances in accordance with the Act.

#### 6. Certification

Hildale shall ensure that the Court, at all times, meets the minimum requirements for the certification of a justice court as provided in the Act and applicable regulations of the Utah Judicial Council and Code of Judicial Administration. Hildale shall be responsible to recertify the Court from term to term as necessary.

#### 7. Justice Court Judge

- a. The Judge has been appointed and confirmed by Hildale in accordance with the Act.
- b. In accordance with Section 203 of the Act, the Judge shall be subject to a retention election in which all registered voters within the territorial jurisdiction of the court may vote.
- c. The Judge must meet the requirements specified in Section 201 of the Act and all other requirements of the Act, Utah Judicial Council, and Code of Judicial Administration for justice court judge eligibility and must be certified by the Utah Judicial Council to hold office.
- d. The Hildale City Council may appoint another justice court judge to serve as a temporary Judge in the absence or disqualification of the Court Judge.
- e. In the event of a vacancy in the position of Judge, Hildale shall select and appoint a new, qualified justice court judge in accordance with the Act. Apple Valley may assist the Hildale City Council in its selection and appointment of a new justice court judge by submitting its recommendations before a final appointment is made.
- f. Hildale shall determine and pay the Judge a salary in accordance with Section 206 of the Act and the guidance of the Administrative Office of the Courts as a justice court judge employed by more than one entity.

#### 8. Court Hours and Facilities

- a. All official court business shall be conducted in the courtroom or an office located in the Hildale City Hall or at another location which is conducive and appropriate to the administration of justice.
- b. The hours of the Court shall be posted conspicuously at the Hildale City offices and the Apple Valley offices.

c. The Court shall have regularly scheduled hours at which the judge of the Court shall be present and the hours that the Court shall be open shall be in compliance with any requirements imposed by the Act, Utah Judicial Council, and Code of Judicial Administration.  
Page 3 of 7

d. Hildale shall ensure that the Court is equipped and furnished with computers, recording devices and systems, furniture, security devices, and all other equipment necessary or required by the Act, Utah Judicial Council, and Code of Judicial Administration.

#### 9. Copies of Ordinances and Materials

a. Hildale shall provide the Court with current copies of the Utah State Code, Utah Court Rules, the Justice Court Manual, and all ordinances of Hildale, as well as other legal reference materials as may be determined necessary or required by the Act, Utah Judicial Council, and Code of Judicial Administration, including updates and supplements.

b. Apple Valley shall provide the Court with copies of all current Apple Valley ordinances to be enforced through the Court.

#### 10. Staff and Expenses

a. Adequate, competent, and appropriate staff shall be provided to the Court by Hildale to conduct the business of the Court.

b. Court clerical personnel shall be deemed employees of or independent contractors contracted with Hildale and therefore subject to the selection, supervision, discipline and personnel policies and procedures, as applicable, of Hildale.

c. Hildale shall provide for adequate peace officers to provide security and attend the Court and shall provide a security plan that complies with the Act, Utah Judicial Council, and Code of Judicial Administration.

d. Hildale shall provide sufficient office space, supplies, and other equipment necessary to support Court clerical personnel.

e. Hildale shall be responsible to provide or fund all travel and training costs of the Court, Judge, and clerical personnel.

#### 11. Prosecution and Indigent Defense

Each party shall be separately responsible to contract for or otherwise provide prosecution and indigent defense services for cases brought before the Court in the name of the respective party. The parties may coordinate such services with each other and may contract with the same person, firm, or entity to provide prosecution and indigent defense services, as the parties may agree.

#### 12. Records

The records of the Court shall be maintained at the office of the Court but shall be made available, as required by law, to the parties and to the general public in accordance with the Government Records Access and Management Act as well as applicable court rules. 13. Budget and Cost Sharing

a. The Hildale City Council shall review, decide, and approve the budget for the Court.

b. Hildale shall pay all costs and expenses of the Court and in providing Court Services. In no event shall the capital or operational costs of the Court or of providing Court Services be considered as a deduction from the revenues to be allocated to Apple Valley pursuant Paragraph 14 below.

c. Apple Valley shall pay to Hildale, on a quarterly basis, a shared cost based on the number of court cases submitted to the court during that term. The cost per court case will be derived from the total cost of the court (the court's yearly budget), divided by the total number of court cases to determine an average cost of court services across the board which includes the Judge's and clerical staff's wages and benefits attributable to the Court, security staffing and services, training and travel costs for the Judge and clerical staff, equipping and furnishing the Court and clerical offices, providing office supplies, based on the number of court cases each party has submitted to the court during that term.

As an example: If there were 4,000 cases submitted to the court and the court's budget was \$250,000.00 the average cost per case would be \$62.50. Thus if Apple Valley submitted 1,800 of those cases their cost would be \$112,500.00 for the year which would be invoiced quarterly at \$28,125.00 each quarter. Hildale's cost would be the remaining cost of \$137,500.00 in this example. \*Note, this is an example and the actual costs are most definitely less.

d. Hildale shall submit quarterly invoices to Apple Valley for Apple Valley's share of the costs and expenses of providing Court Services, as set forth herein. Payment shall be made within thirty (30) days of each invoice.

#### 14. Distribution of Revenues

a. Each party shall receive all revenues received by the Court attributable to cases and citations originating within each city's municipal boundaries, regardless of the party or entity that opened the case or issued the citation. Such revenues do not include any fines, forfeitures, court or other costs assessed against a party, bail, restitution, program fees or costs allocated to or required to be paid to divisions of the Utah state government, including the Utah State Treasurer under Utah Code 78A-7-120 and any surcharges received pursuant to Title 51, Chapter 9, Part 4, Utah Code Ann.

b. Each party shall be separately responsible to file such reports with and to pay such amounts to the Utah state government and divisions thereof as may be required related to Court revenues received by a party.

#### 15. Reports

In accordance with Section 215 of the Act, the Judge shall file monthly reports with the Office of the Utah State Court Administrator, with copies to Hildale and Apple Valley. The report shall include, at the least, the number of cases, the dispositions entered, and other information required by the Act and Judicial Council. Annually, the Judge shall appear before the city council of each city, if requested, to make a personal report of the Court and its activities as they pertain to the city and to respond to any inquiries of the city council. The parties will invite, with reasonable notice, the city council of the other party to attend and participate in the meeting at which the report of the Judge is to be given.

## 16. Effective Date

This Agreement shall become effective as of July 1<sup>st</sup>, 2026.

## 17. Termination

a. This Agreement shall continue in effect until terminated by:

i. The mutual consent of the parties; or

ii. The submission by either party, with or without cause, of a written notice at least three (3) months prior to the end of the other party's fiscal year or such longer time as may be required by the Act or Judicial Council to dissolve the Court and designate or create a replacement court, as necessary.

b. The termination shall take effect three months after written notification is received.

c. In no event shall the term of the Agreement exceed fifty (50) years.

## 18. Interlocal Cooperation Act Requirements

a. This Agreement does not create an interlocal entity nor contemplates any organizational changes to any party.

b. Each party shall be separately responsible for budgeting and accounting for costs, expenses, and revenues attributable to the party under this Agreement according to the party's budgetary processes.

c. The parties do not intend to acquire or dispose of real or personal property pursuant to this Agreement, except such personal property as may be required by Paragraphs 8, 9, and 10 of this Agreement. Upon termination of this Agreement, Hildale shall own, be responsible for, and may dispose of all such personal property according to Hildale's ordinances and policies.

d. Hildale shall be the administrator of this Agreement.

e. This Agreement is conditioned upon adoption by resolution of the legislative body of each party in accordance with Section 11-13-202.5, Utah Code Ann.

f. This Agreement shall be conditioned upon the written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with State law in accordance with Section 11-13-202.5, Utah Code Ann.

## 19. Authorization

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled and authorized to execute this Agreement on behalf of the parties.

## 20. Counterparts

This Agreement may be executed in counterparts, whether physical or electronic.

--SIGNATURE PAGES TO FOLLOW--

HILDALE CITY

\_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Recorder

Approved as to Form and Compatibility with State Law

\_\_\_\_\_  
Hildale City Attorney

Town of Apple Valley

\_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Recorder

Approved as to Form and Compatibility with State Law

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Town of Apple Valley Attorney



1777 North Meadowlark Drive, Apple Valley, Utah 84737  
Phone: 435-877-1190 Fax: 435-877-1192  
www.applevalleyut.gov

**June 2, 2026**

**KC Contracting**

PO Box 840102  
Hildale, UT 84787

**RE: Acknowledgment of Donated Professional Services**

Dear Mr. Cooke,

On behalf of the Town of Apple Valley, I would like to express our sincere appreciation to you and KC Contracting for the generous donation of professional concrete services provided on May 5, 2026, at the Town's new fire station.

Your contribution included the time, labor, expertise, equipment, and materials necessary for forming and pouring concrete for this important public safety facility. The estimated value of these donated services is approximately **\$10,000**.

Your generosity and willingness to support the Town's public safety efforts have made a meaningful impact on this project and will benefit our residents for years to come. Community partnerships such as yours are invaluable, and we are grateful for your commitment to serving Apple Valley.

Please retain this letter for your records. The Town of Apple Valley acknowledges receipt of your donated services as described above. As required by IRS regulations, the Town has not assigned value to the donation for tax purposes; any determination regarding deductibility should be made by you and your tax advisor.

Thank you again for your outstanding support and dedication to our community.

Sincerely,

Mayor Michael Farrar  
Town of Apple Valley

Chief Michael Gross  
Apple Valley Fire Department

KC Contracting  
PO Box 840102  
Hildale Utah 84784

Contractors Invoice

TO: City of Apple Valley

WORK PERFORMED AT:

DATE: May 5<sup>th</sup> 2026

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Form and pour Concrete work  
at Fire Station in Cedar Point.  
Spot footings, continuous footing and  
wall with piers to accommodate  
Steel Columns.

Total \$ 12,950<sup>00</sup>

Less \$ 10,350<sup>00</sup>

Amount payable \$ 2,600<sup>00</sup>

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_  
in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_  
Month Day Year



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

**Office Use Only**  
Date Received: \_\_\_\_\_  
Received by: \_\_\_\_\_

**Purchasing Orders**

To simplify the payables process please fill out this form for all online orders or store purchases.

**Attach all related receipts, invoices, and/or statements**

Store Name KC Contracting

Town department item should be charged to. Fire - station 2 concrete

What is the item to be used for 4220-740

**Method of Payment used/required:**

➤ Town Card – Name on card \_\_\_\_\_

➤ Charged to a town account:  YES  NO

➤ Personal Funds to be reimbursed  
○ Name of person to be reimbursed \_\_\_\_\_  
○ Address (if not an employee) \_\_\_\_\_

If you are on the town payroll your reimbursement will be applied to your next check. If you are not on the town payroll a check will be made out to the person whose name is listed above.

➤ Pay by Check: YES NO

Employee's Name: \_\_\_\_\_

Employee's Signature: Michael Green Date: 5/6/2020

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



## Fwd: Town of Apple Valley EN 319 Tier 2 Public Safety and Firefighter Retirement System pickup elections.

3 messages

**Michelle Kinney** <mkinney@applevalleyut.gov>  
To: Town of Apple Valley <mayor@applevalleyut.gov>  
Cc: "(Jenna) Town Clerk" <clerk@applevalleyut.gov>

Tue, Jun 2, 2026 at 1:05 PM

Mayor,

The member contribution rate for the URS Public Safety Retirement System is increasing this year. As a result, URS requires participating employers to complete a new Contribution Rate Election Form and obtain approval from the governing body. URS has also changed its requirements, and annual renewal of the employer pickup election is now mandatory.

Currently, the Town covers 4.73% of the employee contribution that the chief would otherwise personally pay. The new required contribution rate will increase to 5.98%.

The Town Council must decide whether to:

- Continue the current pickup amount and require employees to pay the increase;
- Pick up a portion of the additional contribution.
- Pick up the full increased amount, or
- Do not pick up anything and have him pay the full amount.

URS requires documentation of the Council's decision in the meeting minutes, which must be submitted with the election form.

Would you please approve placing this item on the next Town Council agenda so the Council can consider and determine the Town's pickup of the increased retirement contribution rate prior to July?

Thanks

Michelle Kinney  
Town of Apple Valley  
Administrative Manager  
435-877-1190  
[1777 N Meadowlark Dr.](#)  
[Apple Valley UT 84737](#)

----- Forwarded message -----

From: **Alayna Putscher** <Alayna.Putscher@urs.org>  
Date: Tue, Jun 2, 2026 at 11:09 AM  
Subject: Town of Apple Valley EN 319 Tier 2 Public Safety and Firefighter Retirement System pickup elections.  
To: [mkinney@applevalleyut.gov](mailto:mkinney@applevalleyut.gov) <[mkinney@applevalleyut.gov](mailto:mkinney@applevalleyut.gov)>

*Business Administrator,*

*Member contribution rates in the Tier 2 Public Safety and Firefighter Retirement System will be increasing effective July 1, 2026.*

*If you would like to increase the percentage of the member contributions your organization picks up on behalf of your members, please make certain to have a formal election made by your governing body and have that election documentation and a form returned to URS prior to July 1, 2026.*

Please respond to this e-mail with your form and formal election (e.g., resolution, meeting minutes).

We do not have any documentation from you yet to increase the pickup election. Unless you take this action, your pickup election will not change. If you have questions, please call us at 801-366-7318 or 800-753-7318.

Thank you,

**Alayna Putscher**  
Employer Information Coordinator  
Employer Services

[Utah Retirement Systems](#)  
Phone: (801) 366-7569  
***Trust, Commitment, Value, Innovation, Excellence***

\*This message may contain confidential information and is intended only for the recipient named. If you are not the named recipient, do not disseminate, distribute, or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete it from your system.

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**Mayor** <mayor@applevalleyut.gov>  
To: Michelle Kinney <mkinney@applevalleyut.gov>  
Cc: "(Jenna) Town Clerk" <clerk@applevalleyut.gov>

Tue, Jun 2, 2026 at 1:08 PM

Michelle,

Approved to be on the agenda. Can you give me an approximate monthly dollar amount if we did the extra contribution?

[Quoted text hidden]

--

Best Regards  
Mike Farrar  
Mayor - Town of Apple Valley  
[1777 N. Meadowlark Dr.](#)  
[Apple Valley, UT. 84737](#)  
951-897-6706 = cell

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**Michelle Kinney** <mkinney@applevalleyut.gov>  
To: Mayor <mayor@applevalleyut.gov>  
Cc: "(Jenna) Town Clerk" <clerk@applevalleyut.gov>

Tue, Jun 2, 2026 at 2:24 PM

The current amount is \$3,074.50 per year; it will increase to \$3,887.00 per year a difference of \$812.50. The town is currently mandated to pay up to 14.08% in retirement contributions for public safety personnel. The FY2027 amount is set at 20.06% which exceeds the mandated maximum. Retirement contributions increase with every pay increase because they are based on a percentage of the salary. For a salary of \$65,000, the total contribution amount should be about \$9,152.00 at the mandated rate of 14.08%. The current rate we pay is 18.81% \$12,226.50, and an increase to 20.06% results in \$13,039 paid in retirement contributions for the fire chief.

**Michelle Kinney**



## TOWN COUNCIL HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, May 20, 2026 at 6:00 PM

### MINUTES

#### CALL TO ORDER, PLEDGE OF ALLEGIANCE, PRAYER

The Town Council meeting was called to order by Mayor Farrar at 6:00 PM. The Pledge of Allegiance and an invocation were offered.

#### ROLL CALL, PRESENT

Mayor Michael Farrar, Council Member Kevin Sair, Council Member Annie Spendlove, Council Member Scott Taylor, Council Member Richard Palmer

#### DECLARATION OF CONFLICTS OF INTEREST

No conflicts of interest were disclosed.

#### MAYOR'S TOWN UPDATE & REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

During the Mayor's report, the Mayor announced the passing of former Apple Valley Mayor Rick Moser and informed the public of a celebration of life service scheduled for May 23, 2026. The Mayor also announced the hiring of several new part-time staff members to assist with increasing administrative workloads, including a finance assistant and a deputy town clerk/building and safety assistant.

The Mayor provided an update regarding the development of the Town cemetery. Discussion included the use of a previously donated gold coin, valued at approximately \$4,000 to \$5,000, to help fund cemetery surveying and initial improvements. The Council discussed cemetery plot pricing, perpetual care fees, and plans to begin selling burial plots once the survey work was completed. Council discussion emphasized keeping the cemetery development manageable while gradually expanding services and infrastructure over time.

Council Members recognized local high school and college graduates and discussed statewide efforts to expand vocational and trade school education opportunities. Additional discussion included an upcoming Parks and Recreation survey review scheduled for the next Town Council meeting.

#### PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

No public comments were received, and the Council proceeded into the public hearing portion of the meeting.

#### PUBLIC HEARING

1. Ordinance O-2026-12, Amend Title 9.04 Animal Services and Control.  
Mayor Farrar opened the public hearing. No public comments. Mayor Farrar closed the public hearing.
2. Ordinance O-2026-13, Amending the compensation for the Town Clerk/Building Permit Supervisor.  
Mayor Farrar opened the public hearing. No public comments. Mayor Farrar closed the public hearing.
3. Resolution R-2026-15, Amend Title 01.15.000 Bulk Water Sales of the Apple Valley Water Department.  
Mayor Farrar opened the public hearing. No public comments. Mayor Farrar closed the public hearing.
4. Resolution R-2026-16, Amending the Apple Valley Fee Schedule Related to Bulk Water Meters and Cemetery Fees.  
Mayor Farrar opened the public hearing. No public comments. Mayor Farrar closed the public hearing.

**DISCUSSION AND ACTION**

5. Ordinance O-2026-12, Amend Title 9.04 Animal Services and Control.

For Item No. 5, the Mayor explained that Ordinance O-2026-12 amended Title 9.04 Animal Services and Control to update the Town's animal control regulations and align rabies-related provisions with current state code requirements. The Mayor noted that portions of the Town's animal control ordinance were outdated and required revisions to match state standards.

**MOTION:** Council Member Taylor moved we approve Ordinance O-2026-12, Amend Title 9.04 Animal Services and Control.

**SECOND:** The motion was seconded by Council Member Palmer.

**VOTE:** Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

6. Ordinance O-2026-13, Amending the compensation for the Town Clerk/Building Permit Supervisor.

For Item No. 6, the Mayor explained that Ordinance O-2026-13 amended the compensation for the Town Clerk/Building Permit Supervisor. The Mayor stated that the Town Clerk had previously received a \$1 per hour raise and had since assumed additional supervisory responsibilities after organizational changes placed a deputy clerk position under their supervision. The Mayor stated that the compensation adjustment was intended to recognize the expanded supervisory role and additional responsibilities associated with overseeing staff. Following discussion, the Council approved the ordinance.

**MOTION:** Council Member Taylor moved we approve Ordinance O-2026-13, Amending the compensation for the Town Clerk/Building Permit Supervisor.

**SECOND:** The motion was seconded by Council Member Sair.

**VOTE:** Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

7. Resolution R-2026-14, Amend Policies and Procedures (Salary Planning) regarding Fire Stipend Update.

For Item No. 7, Mayor Farrar introduced Resolution R-2026-14, amending policies and procedures related to fire department stipend compensation. Mayor Farrar explained that the Town had previously discussed utilizing a part-time employee for fire coverage, but the arrangement had not been effective.

Fire Chief Michael Gross explained that under labor regulations, volunteers who are hired into paid positions can no longer serve strictly as volunteers and must be compensated for all hours worked, including training and emergency responses. Chief Gross stated that staffing challenges had made it difficult to recruit outside part-time personnel and that the proposed stipend structure would allow volunteers to continue assisting with coverage while remaining within legal requirements.

Chief Gross explained that the revised stipend system would compensate volunteers for standby coverage while allowing greater flexibility for emergency response staffing and reducing overtime obligations. Chief Gross stated that the proposal would help attract additional volunteers willing to provide coverage and would create more options for coverage during time off, training, and meetings. Discussion also addressed future growth, increasing service demands, and the Town's current financial limitations while preparing for anticipated development.

Mayor Farrar stated that the proposal appeared to be a cost-effective alternative to a part-time or full-time staffing model and noted that the Town was currently balancing growth-related demands without yet receiving additional tax revenue associated with future development. Council discussion acknowledged the importance of maintaining public safety coverage while managing budget constraints.

**MOTION:** Council Member Taylor moved to approve Resolution R-2026-14, Amend Policies and Procedures (Salary Planning) regarding Fire Stipend Update.

**SECOND:** The motion was seconded by Council Member Palmer.

**VOTE:** Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

8. Resolution R-2026-15, Amend Title 01.15.000 Bulk Water Sales of the Apple Valley Water Department.

For Item No. 8, Mayor Farrar introduced Resolution R-2026-15, amending Title 01.15.000 regarding bulk water sales for the Apple Valley Water Department. Mayor Farrar explained that the amendment increased the bulk water meter deposit from \$1,000 to \$2,000 after the Town reviewed current replacement costs for the equipment. Mayor Farrar stated that the issue was brought to the Town's attention after a bulk water meter was reportedly lost or misplaced. Following a review of replacement pricing, including updated meter costs and related expenses, the Town determined that the existing deposit amount was outdated and no longer sufficient to cover replacement costs. Mayor Farrar clarified that the amendment only addressed the deposit increase for the bulk water meter.

**MOTION:** Council Member Sair moved we approve Resolution R-2026-15, Amended Title 01.15.000 Bulk Water Sales of the Apple Valley Water Department.

**SECOND:** The motion was seconded by Council Member Spendlove.

**VOTE:** Mayor Farrar called for a Roll Call vote:

Council Member Taylor - Aye  
 Council Member Sair - Aye

Mayor Farrar - Aye  
 Council Member Spendlove - Aye  
 Council Member Palmer - Aye

The vote was unanimous and the motion carried.

9. Resolution R-2026-16, Amending the Apple Valley Fee Schedule Related to Bulk Water Meters and Cemetery Fees.

For Item No. 9, Mayor Farrar introduced Resolution R-2026-16, amending the Apple Valley fee schedule related to bulk water meters and cemetery fees. Mayor Farrar explained that the fee schedule amendment incorporated the previously approved increase to the bulk water meter deposit from \$1,000 to \$2,000 and added cemetery-related fees to the Town's fee schedule.

Mayor Farrar stated that prior cemetery regulations and fee structures had been developed for a much larger cemetery operation and had become difficult to manage. Mayor Farrar explained that after reviewing the cemetery program with staff and community volunteers, the Town chose to simplify the fee structure and operational requirements in order to make the cemetery program manageable and operational. Discussion noted that several provisions and fee categories had been removed or consolidated to focus on basic services during the initial phase of development.

Mayor Farrar explained that burial fees would be collected at the time of burial rather than when a plot was purchased, with mortuaries paying fees associated with grave preparation and burial services. Mayor Farrar also explained revisions to the bulk water meter policy, stating that if a bulk water meter is lost, damaged, or not returned, the Town may retain the full deposit and bill for up to 100,000 gallons of water usage, in addition to any applicable damages or fees. The Council discussed the estimated average water usage for construction-related bulk water use and the Town's inability to verify usage when meters are not returned.

Council Member Spendlove discussed future consideration for cremation burials and suggested that the Town eventually consider reduced burial fees or accommodations for child burials due to the hardship experienced by families. Council Member Sair discussed options used by other cemeteries that allow children to be buried within family plots. Mayor Farrar acknowledged that additional cemetery policies and services would likely be added in the future as the cemetery develops, but emphasized that the Town's immediate goal was to simplify the process and establish a functional cemetery program.

Mayor Farrar stated that the cemetery remained a work in progress and explained that initial burials would occur before landscaping and additional improvements were completed.

**MOTION:** Council Member Sair moved we approve Resolution R-2026-16, Amending the Apple Valley Fee Schedule Related to Bulk Water Meters and Cemetery Fees.

**SECOND:** The motion was seconded by Council Member Palmer.

**VOTE:** Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

10. Resolution R-2026-17, Amend Title 1.04.030 Disputed Bills of the Apple Valley Water Department.

For Item No. 10, Mayor Farrar introduced Resolution R-2026-17, amending Title 1.04.030 regarding disputed bills for the Apple Valley Water Department. Mayor Farrar explained that the prior policy, established under the former Big Plains system, allowed the Town to recalculate excessive water bills caused by leaks based on the customer's usage during the same month of the previous year. Mayor Farrar stated that while the Town understood that some leaks may occur without a customer's knowledge, the policy had been increasingly abused by customers failing to monitor or repair significant leaks in a timely manner.

Mayor Farrar discussed several examples of excessive water loss caused by unattended leaks and stated that the Town was attempting to promote water conservation during ongoing drought conditions in Utah. Mayor Farrar expressed concern that it was unfair for the Town and taxpayers to absorb the cost of excessive water loss caused by customer negligence while the community was being asked to conserve water.

Council Member Sair emphasized the seriousness of drought conditions and the importance of water conservation efforts. Mayor Farrar explained that the amended policy removed language allowing automatic recalculation of leak-related bills based on prior-year usage and clarified that water leaks on private property remain the responsibility of the customer. The amendment also authorized the Mayor to approve a one-time 50% reduction for excessive water bills caused by leaks under special circumstances. In addition, the amendment formalized the Town's ability to offer payment plans of up to six months without penalties for qualifying leak-related charges.

Mayor Farrar stated that the Town still intended to assist customers when appropriate but believed the policy needed revision to address repeated abuse and encourage greater responsibility for leak prevention and repair.

**MOTION:** Council Member Sair moved we approve Resolution R-2026-17, Amended Title 1.04.030 Disputed Bills of the Apple Valley Water Department.

**SECOND:** The motion was seconded by Council Member Spendlove.

**VOTE:** Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

11. Granting View-Only Access to the Town's State Bank of Southern Utah Account for Finance Clerk LettieKay Ballard.

For Item No. 11, Mayor Farrar discussed granting view-only access to the Town's State Bank of Southern Utah account for Finance Clerk LettieKay Ballard. Mayor Farrar explained that the new employee would assist with financial and administrative duties under Michelle Kinney's supervision and would require access to review account information, balances, and transaction entries as part of those responsibilities. Mayor Farrar clarified that the access would be limited to viewing account information only and would not allow the employee to move funds, make transfers, or withdraw money.

Discussion noted that the additional staff support was intended to help reduce Michelle's workload and allow greater focus on larger administrative projects.

**MOTION:** Council Member Sair moved we approve the Granting View-Only Access to the Town's State Bank of Southern Utah Account for the Financial Clerk LettieKay Ballard.

**SECOND:** The motion was seconded by Council Member Palmer.

**VOTE:** Mayor Farrar called for a vote:

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

The vote was unanimous and the motion carried.

## DISCUSSION

### 12. Ordinance O-2026-14, Repeal and Replace Title 14.13 Cemeteries.

For Item No. 12, Mayor Farrar discussed Ordinance O-2026-14, repealing and replacing Title 14.13 related to cemeteries. Mayor Farrar explained that the ordinance was being simplified by removing provisions designed for a much larger cemetery operation and replacing them with more basic regulations to help establish the Town's cemetery program. Mayor Farrar stated that additional provisions related to cremation services and other cemetery operations could be added in the future as the program develops. Discussion also included cemetery administration responsibilities, with Administrative Manager Michelle Kinney overseeing operations and Planning Commission Chairman Bradley Farrar assisting with startup and management efforts. The item was presented for discussion only, with a public hearing and vote scheduled for the next meeting.

## CONSENT AGENDA

13. Minutes: April 15, 2026 - Town Council Meeting.

14. Disbursement Listing for April 2026.

15. Budget Report for Fiscal Year 2026 through April 2026.

16. April 2026 Water Usage Comparison.

Mayor Farrar opened the consent agenda for approval of the April 15, 2026 Town Council Meeting minutes, the April 2026 disbursement listing, the fiscal year 2026 budget report through April 2026, and the April 2026 water usage comparison. Mayor Farrar explained that some budget categories had exceeded 100% but stated that year-end budget adjustments would be completed with the assistance of the Town auditor. Mayor Farrar stated that staff planned to finalize and close out the budget at the end of June and present final adjustments to the Council in July. Council Member Sair commented that the road department budget had experienced unexpected expenses during the year.

**MOTION:** Council Member Taylor moved to approve the Consent Agenda, items 13, 14, 15, and 16.

**SECOND:** The motion was seconded by Council Member Sair.

**VOTE:** Mayor Farrar called for a vote:

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

The vote was unanimous and the motion carried.

**REQUEST FOR A CLOSED SESSION: IF NECESSARY**

No closed session was requested.

**ADJOURNMENT**

**MOTION:** Council Member Sair motioned to adjourn.  
**SECOND:** The motion was seconded by Council Member Palmer.  
**VOTE:** Mayor Farrar called for a vote:

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

The vote was unanimous and the motion carried.

Meeting adjourned at 6:39 PM.

Date Approved: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Mayor | Mike Farrar

Attest By: \_\_\_\_\_  
Recorder | Jenna Vizcardo