APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, November 16, 2022 at 6:00 PM

AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Wednesday, November 16, 2022**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor| Frank Lindhardt |
Council Members | Andy McGinnis | Barratt Nielson | Kevin Sair | Robin Whitmore |

Pursuant to the Executive Order issued by Governor Gary Herbert on March 18, 2020 regarding Electronic Public Meetings, please be advised that the meeting will be held electronically and broadcast via Zoom. Persons allowed to comment during the meeting may do so via Zoom. Login to the meeting by visiting:
https://us02web.zoom.us/j/87607542551
if the meeting requests a password use 1234
To call into meeting, dial (253) 215 8782 and use Meeting ID 876 0754 2551

CALL TO ORDER
PLEDGE OF ALLEGIANCE
PRAYER
ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

CONSENT AGENDA

1. Disbursement Listing for September 2022, single item.
2. Disbursement Listing for October 2022.
3. Budget Report for Fiscal Year 2023 thru October 2022.
4. Approval of minutes from September 14, 2022.
5. Approval of minutes from October 4, 2022.

MAYOR'S TOWN UPDATE

PUBLIC COMMENTS

PUBLIC HEARING | DISCUSSION AND ACTION

6. **Public Hearing:** Update Title 1.08 General Penalties, Ordinance-O-2022-59.
7. **Discussion and Action:** Update Title 1.08 General Penalties, Ordinance-O-2022-59.

DISCUSSION AND ACTION

8. **Discussion and Action:** Appoint Margaret Ososki and Garth Hood as regular Planning Commission Members, Resolution-R-2022-50.
9. Oath of Office for Margaret Ososki and Garth Hood.
10. **Discussion and Action:** Zone Change for AV-1354-NP-6-A from Open Space/Open Space Transition Zone (OS/OST) to A-5 Agricultural Zone (A-5) for the stated purpose of constructing residence and farm. Applicant: The Little Creek Trust Dated April 28, 2021, Agent: Sophia Daley, Ordinance-O-2022-61.
11. **Discussion and Action:** Zone Change for AV-1330-D-1 from Open Space/Open Space Transition Zone (OS/OST) to A-10 Agricultural Zone (A-10) for the stated purpose to change it back to the original zoning of agricultural. Applicant: Caren Widner, Ordinance-O-2022-62.
12. **Discussion and Action:** General Plan Map Amendment, Ordinance-O-2022-58.

13. **Discussion and Action:** Update Title 10.10.020 A Agricultural Zone, Ordinance-O-2022-17.
14. **Discussion and Action:** Update Title 10.10.050 RE Rural Estates Zone, Ordinance-O-2022-33.
15. **Discussion and Action:** Update Title 10.28.100 Parking Requirements Of Private Recreational Vehicles In Residential Zones, Ordinance-O-2022-34.
16. **Discussion and Action:** Update Title 10.10.060 SF Single Family Residential Zone, Ordinance-O-2022-35.
17. **Discussion and Action:** Update Title 10.10.030 C Commercial Zones, Ordinance-O-2022-38.
18. **Discussion and Action:** Update Title 10.10.040 I Industrial Zone, Ordinance-O-2022-39.
19. **Discussion and Action:** Update Title 10.04.010 Terms Defined, Ordinance-O-2022-40.
20. **Discussion and Action:** Update Title 10.20 Conditional Uses, Ordinance-O-2022-41.
21. **Discussion and Action:** Update Title 10.10.090 MH Manufactured Housing Park Zone, Ordinance-O-2022-43.
22. **Discussion and Action:** Update Title 11.02.050 Notice Requirements, Ordinance-O-2022-57.
23. **Discussion and Action:** Update Title 10.18.020 Residential Lots; Access, Ordinance-O-2022-56.
24. **Discussion and Action:** Consider approval of new copier lease.
25. **Discussion and Action:** Amendment of Resolution-R-2022-46, Resolution-R-2022-51.
26. **Discussion and Action:** Consider approval of Apple Valley Personnel Policies and Procedures Manual Amendment, Resolution-R-2022-52.

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

REQUEST FOR A CLOSED SESSION

ADJOURNMENT

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

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

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS
In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190 at least three business days in advance.

Town of Apple Valley
Disbursement Listing
SBSU Fire - 09/01/2022 to 09/30/2022

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Colorland Sales	CS09012022	09/01/2022	$123.11			Purchasing
			$123.11		**$0.00**	

REVIEWED/APPROVED BY:

Mayor_____

Treasurer_____

Town of Apple Valley
Disbursement Listing
Checking - SBSU - 10/01/2022 to 10/31/2022

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Google LLC	G10032022	10/01/2022	$204.38			Purchasing
Layton Ventures LLC	5270	10/01/2022	$3,974.54			Purchasing
Little Creek Station	5279	10/01/2022	$196.00			Purchasing
South Central Communications	5271	10/01/2022	$441.69			Purchasing
Superior Technical Solutions	STS10032022	10/01/2022	$355.00			Purchasing
Utah State Division of Finance	5247	10/01/2022		10/01/2022	$62,990.85	Purchasing
Sunrise Engineering	5269	10/02/2022	$468.50			Purchasing
Amazon.com	DEBIT1003202	10/03/2022	$6.51			Purchasing
TXFR donation funds & general funds us		10/03/2022	$1,148.58			JE: 647
Adobe	A10042022	10/04/2022	$256.07			Purchasing
Buck's Ace Hardware	5263	10/04/2022	$165.98			Purchasing
Buck's Ace Hardware	5262	10/04/2022		10/04/2022	$182.99	Purchasing
Chase Paymentech	DEBIT1004202	10/04/2022	$318.64			Purchasing
Costco	C10052022	10/04/2022		10/04/2022	$214.42	Purchasing
Jacobson, Stacie	5268	10/04/2022	$124.37			Purchasing
James R Weeks	5267	10/04/2022	$412.50			Purchasing
Steamroller Copies	5265	10/04/2022	$119.64			Purchasing
Chase Paymentech	DEBIT1005202	10/05/2022		10/05/2022	$318.64	Purchasing
Costco	C10112022	10/05/2022	$127.74			Purchasing
XPress Bill Pay	XBP10052022	10/05/2022	$236.20			Purchasing
Big Plains Water and Sewer SSD	5272	10/06/2022	$34,533.88			Purchasing
Payroll	1007221200	10/07/2022	$7,005.14			Paycheck
Department of Workforce Services	DWS101222	10/07/2022	$436.91			Purchasing
Internal Revenue Service	EFTPS1007202	10/07/2022	$1,604.82			Payroll
Utah Retirement Systems	URS10072022	10/07/2022	$993.85			Payroll
Mandala, Inc.	5273	10/11/2022	$21.63			Purchasing
USPS	USPS1011.202	10/11/2022	$360.00			Purchasing
Revco Leasing	5274	10/12/2022	$230.69			Purchasing
Utah State Tax Commission	USTC101222	10/12/2022	$1,652.08			Payroll
Nield, White Eagle	5275	10/13/2022	$12.25			Purchasing
State of Utah-Dept of Commerce	5276	10/13/2022	$74.42			Purchasing
Utah Local Governments Trust	5277	10/13/2022	$11,895.25			Purchasing
Les Olson Company	5281	10/14/2022	$577.27			Purchasing
TXFR accumulated storm drain funds to		10/14/2022	$10,646.00			JE: 653
49er Communications	49er10142022	10/18/2022		10/18/2022	$120.95	Purchasing
Arizona Strip Landfill Corporation	5283	10/18/2022	$35.48			Purchasing
Dockstader, Theral Jason	5278	10/18/2022	$200.00			Purchasing
N&N International	NNI10182022	10/18/2022		10/18/2022	$1,079.08	Purchasing
Rocky Mountain Power	RMP10182022	10/18/2022	$309.97			Purchasing
Washington County Sheriff's Office	5282	10/18/2022	$3,750.00			Purchasing
Washington County Solid Waste	5280	10/18/2022	$4,651.20			Purchasing
Ford Motor Credit Company	FMC10192022	10/19/2022	$1,122.15			Purchasing
Zoom Video Communications Inc.	Z10192022	10/19/2022	$54.99			Purchasing
Payroll	1021221200	10/21/2022	$5,036.90			Paycheck
Guzman, Shawn M	5284	10/21/2022	$1,968.58			Paycheck
Internal Revenue Service	URS10212022	10/21/2022	$1,808.70			Payroll
Lindhardt, Frank G	5285	10/21/2022	$784.97			Paycheck
Utah Retirement Systems	URS10202022	10/21/2022	$626.58			Payroll
Tursick, Howard	5286	10/24/2022	$73.85			Purchasing
Zions Bank	ZB10252022	10/25/2022	$880.38			Purchasing
JMI Contractors	5287	10/26/2022	$114.85			Purchasing
			$100,019.13		**$64,906.93**	

Town of Apple Valley
Disbursement Listing
SBSU Fire - 10/01/2022 to 10/31/2022

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Carquest of Hildale	CQ10112022	10/11/2022	$12.74			Purchasing
49er Communications	49ers10142022	10/14/2022	$120.95			Purchasing
N&N International	NNI10182022	10/18/2022	$1,079.08			Purchasing
Walmart	W10282022	10/28/2022	$100.35			Purchasing
			$1,313.12		**$0.00**	

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2022 to 10/31/2022
33.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Revenue:					
Taxes					
3110 General Property Taxes-Current	4,054.02	700.98	3,214.64	128,557.00	2.50%
3120 Prior Year's Taxes-Delinquent	627.74	0.00	0.00	8,000.00	0.00%
3130 General Sales and Use Taxes	24,376.28	15,790.18	59,646.74	130,000.00	45.88%
3140 Energy and Communication Taxes	(5,970.95)	3,530.02	12,397.15	35,000.00	35.42%
3150 RAP Tax	4,404.02	1,385.79	4,520.19	17,000.00	26.59%
3160 Transient Taxes	332.16	1,079.86	4,453.47	7,200.00	61.85%
3170 Fee in Lieu of Personal Property Taxes	1,177.21	0.00	0.00	8,400.00	0.00%
3190 Highway/Transit Tax	2,271.32	1,477.99	5,548.34	12,550.00	44.21%
Total Taxes	**31,271.80**	**23,964.82**	**89,780.53**	**346,707.00**	**25.90%**
Licenses and permits					
3210 Business Licenses	150.00	1,813.50	2,263.50	8,000.00	28.29%
3221 Building Permits-Fee	36,249.58	5,428.29	15,683.38	75,000.00	20.91%
3222 Building Permits-Non Surcharge	4,886.22	814.24	2,352.51	11,250.00	20.91%
3223 Building permit - HCP Valuation	2,501.02	0.00	0.00	0.00	0.00%
3224 Building Permits Surcharge	382.46	7.58	20.71	750.00	2.76%
3225 Animal licenses	0.00	0.00	10.00	500.00	2.00%
Total Licenses and permits	**44,169.28**	**8,063.61**	**20,330.10**	**95,500.00**	**21.29%**
Intergovernmental revenue					
3342 Fire Dept-State Wildland Grant	0.00	0.00	0.00	10,000.00	0.00%
3356 Class "C" Road Allotment	11,745.80	0.00	34,456.45	82,000.00	42.02%
3358 Liquor Control Profits	0.00	0.00	0.00	800.00	0.00%
3370 State Grants	13,236.51	0.00	0.00	0.00	0.00%
3374 ARPA Revenue	0.00	0.00	99,888.00	0.00	0.00%
Total Intergovernmental revenue	**24,982.31**	**0.00**	**134,344.45**	**92,800.00**	**144.77%**
Charges for services					
3230 Special Event Permit	1,500.00	0.00	2,030.00	3,000.00	67.67%
3410 Clerical Services	0.75	13.44	100.70	250.00	40.28%
3416 Other Interdepartmental Charges	0.00	2,167.18	2,167.07	16,000.00	13.54%
3431 Zoning and subdivision fees	27,480.55	2,300.00	3,022.50	40,000.00	7.56%
3440 Solid Waste	16,075.00	4,551.40	17,725.82	53,350.00	33.23%
3441 Storm Drainage	13,858.59	3,693.88	14,339.86	42,800.00	33.50%
3461 GRAMA Requests	0.00	238.89	238.89	200.00	119.45%
3470 Park and Recreation Fees	0.00	0.00	0.00	100.00	0.00%
3615 Late Charges/Other Fees	387.88	13.67	87.50	2,500.00	3.50%
Total Charges for services	**59,302.77**	**12,978.46**	**39,712.34**	**158,200.00**	**25.10%**
Fines and forfeitures					
3510 Fines	310.03	976.94	1,757.17	1,000.00	175.72%
Total Fines and forfeitures	**310.03**	**976.94**	**1,757.17**	**1,000.00**	**175.72%**
Interest					
3610 Interest Earnings	757.48	1,795.77	5,899.24	3,000.00	196.64%
Total Interest	**757.48**	**1,795.77**	**5,899.24**	**3,000.00**	**196.64%**
Miscellaneous revenue					
3640 Sale of Capital Assets	0.00	0.00	0.00	5,000.00	0.00%
3690 Sundry revenue	947.10	1,548.83	13,515.02	2,800.00	482.68%
3692 Fire Department Fundraisers/Donations	0.00	1,500.00	1,500.00	2,000.00	75.00%
3697 Park Department Fundraisers	0.00	0.00	0.00	800.00	0.00%
3801.1 Impact fees - Fire	10,187.00	844.00	2,532.00	25,320.00	10.00%
3801.2 Impact fees - Police	1,368.00	0.00	0.00	0.00	0.00%
3801.3 Impact fees - Roadways	32,434.00	2,660.00	7,980.00	79,800.00	10.00%
3801.6 Impact fees - Storm Water	10,968.88	0.00	5,223.28	86,550.00	6.03%
3801.7 Impact fees - Parks, Trails, OS	8,116.00	725.00	2,175.00	21,750.00	10.00%
Total Miscellaneous revenue	**64,020.98**	**7,277.83**	**32,925.30**	**224,020.00**	**14.70%**
Contributions and transfers					
3890 Fund balance appropriation	0.00	0.00	0.00	15,000.00	0.00%
Total Contributions and transfers	**0.00**	**0.00**	**0.00**	**15,000.00**	**0.00%**
Total Revenue:	**224,814.65**	**55,057.43**	**324,749.13**	**936,227.00**	**34.69%**
Expenditures:					
General government					
Council					

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2022 to 10/31/2022
33.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4111.110 Council Salaries and wages	8,100.00	1,150.00	5,575.00	21,000.00	26.55%
4111.130 Council Employee benefits	619.68	140.41	562.56	2,410.00	23.34%
4111.210 Council Travel Reimbursement	0.00	0.00	0.00	1,500.00	0.00%
4111.220 Council Training	0.00	0.00	0.00	1,500.00	0.00%
4111.610 Council Donations and discretionary spending	0.00	0.00	0.00	500.00	0.00%
Total Council	**8,719.68**	**1,290.41**	**6,137.56**	**26,910.00**	**22.81%**
Administrative					
4141.110 Admin Salaries and Wages	39,145.87	12,285.55	36,579.85	99,445.00	36.78%
4141.130 Admin Employee Benefits	2,994.64	1,240.04	3,134.81	11,377.00	27.55%
4141.140 Admin Employee Retirement - GASB 68	0.00	1,613.96	4,841.40	13,553.00	35.72%
4141.210 Admin Dues, Subs & Memberships	515.09	127.74	127.74	4,000.00	3.19%
4141.220 Admin Public Notices	248.39	0.00	41.95	1,200.00	3.50%
4141.230 Admin Training	0.00	0.00	696.00	1,000.00	69.60%
4141.240 Admin Office/Administrative Expense	2,196.28	1,278.71	7,805.81	5,000.00	156.12%
4141.250 Admin Equipment Expenses	773.68	1,162.96	5,486.45	2,000.00	274.32%
4141.260 Admin Building & Ground Maintenance	1,015.00	0.00	2,409.61	1,500.00	160.64%
4141.270 Admin Utilities	2,158.39	309.97	1,250.82	5,800.00	21.57%
4141.280 Admin Telephone and Internet	2,446.55	441.69	3,699.21	4,800.00	77.07%
4141.290 Admin Postage	1,614.69	360.00	1,275.21	3,000.00	42.51%
4141.320 Admin Engineering Fees	43,160.83	468.50	6,123.48	20,000.00	30.62%
4141.330 Admin Legal Fees	13,363.19	3,128.75	14,525.39	25,000.00	58.10%
4141.331 Admin Assessment legal fees	2,228.84	0.00	0.00	0.00	0.00%
4141.340 Admin Accounting & Auditing	9,529.82	0.00	0.00	7,500.00	0.00%
4141.350 Admin Building/Zoning/Planning Fees	0.00	3,974.54	14,968.87	35,000.00	42.77%
4141.360 Admin Education-General	0.00	0.00	0.00	500.00	0.00%
4141.390 Admin Bank Service Charges	2,779.33	0.00	15.00	4,600.00	0.33%
4141.410 Admin Insurance	415.12	11,895.25	11,895.25	7,000.00	169.93%
4141.490 Admin Travel Reimbursements	36.40	608.31	885.20	500.00	177.04%
4141.500 Admin Weed Abatement	0.00	0.00	0.00	1,500.00	0.00%
4141.610 Bad Debt Expense	0.00	268.84	268.84	0.00	0.00%
4141.740 Admin Capital Outlay	0.00	0.00	533.14	15,000.00	3.55%
4170 Elections	1,133.37	0.00	0.00	0.00	0.00%
Total Administrative	**125,755.48**	**39,164.81**	**116,564.03**	**269,275.00**	**43.29%**
Total General government	**134,475.16**	**40,455.22**	**122,701.59**	**296,185.00**	**41.43%**
Public safety					
Police					
4210.110 Police Salaries & Wages/Contract	3,780.00	3,750.00	7,500.00	15,000.00	50.00%
4253.250 Animal Control Supplies	0.00	0.00	0.00	100.00	0.00%
Total Police	**3,780.00**	**3,750.00**	**7,500.00**	**15,100.00**	**49.67%**
Fire					
4220.110 Fire Salaries & wages	7,386.39	4,615.42	11,153.92	40,100.00	27.82%
4220.130 Fire Employee Benefits	851.08	1,175.84	2,727.53	11,254.00	24.24%
4220.140 Fire Contract Salaries & Wages	0.00	0.00	0.00	6,680.00	0.00%
4220.210 Fire Dues, Subscriptions & Memberships	0.00	0.00	0.00	500.00	0.00%
4220.230 Fire Travel, Mileage & Cell	0.00	0.00	0.00	600.00	0.00%
4220.240 Fire Office & Other Expenses	0.00	0.00	29.99	0.00	0.00%
4220.250 Fire Equipment Maintenance & Repairs	0.00	0.00	731.17	1,500.00	48.74%
4220.360 Fire Training	0.00	0.00	0.00	8,000.00	0.00%
4220.450 Fire Small Equip/Supplies	0.00	1,313.12	1,725.65	17,536.00	9.84%
4220.460 Fire Supplies-Fundraisers	0.00	0.00	0.00	500.00	0.00%
4220.465 Fire Gear	0.00	0.00	0.00	4,400.00	0.00%
4220.560 Fire Equipment Fuel	19.33	0.00	142.62	1,800.00	7.92%
4220.610 Fire Principal	4,035.82	1,078.61	4,282.61	14,590.00	29.35%
4220.620 Fire Interest	452.78	43.54	205.99	1,165.00	17.68%
4220.740 Fire Capital Outlay	0.00	0.00	0.00	15,000.00	0.00%
Total Fire	**12,745.40**	**8,226.53**	**20,999.48**	**123,625.00**	**16.99%**
Total Public safety	**16,525.40**	**11,976.53**	**28,499.48**	**138,725.00**	**20.54%**
Highways and public improvements					
Highways					
4410.110 Road Wages and Contract Labor	0.00	90.00	270.00	7,500.00	3.60%
4410.130 Road Employee Benefits	0.00	6.89	20.66	858.00	2.41%
4410.270 Road Flood Damage	0.00	0.00	3,000.81	0.00	0.00%
4410.380 Road Department Services	720.00	0.00	2,154.20	3,000.00	71.81%
4410.450 Road Department Supplies	0.00	0.00	7,803.14	30,000.00	26.01%

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2022 to 10/31/2022
33.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4410.550 Road Equipment Maintenance	694.05	0.00	1,117.60	6,000.00	18.63%
4410.560 Road Equipment Fuel	595.74	196.00	496.00	2,500.00	19.84%
4410.810 Road Principal	36,163.07	830.32	37,307.43	44,100.00	84.60%
4410.820 Road Interest	30,147.89	50.06	29,204.94	29,531.00	98.90%
4415.110 Public Works Wages and Contract Labor	0.00	1,422.00	2,817.00	32,500.00	8.67%
4415.130 Public Works Employee benefits	0.00	157.87	264.58	858.00	30.84%
4415.450 Public Works Supplies	3,799.22	0.00	2,137.36	4,000.00	53.43%
4415.550 Public Works Equipment Maintenance	0.00	(195.62)	1,338.08	1,700.00	78.71%
4415.560 Public Works Equipment fuel	0.00	0.00	548.46	2,000.00	27.42%
4415.570 Public Works Travel Reimbursement	0.00	33.13	77.51	200.00	38.76%
4415.610 Public Works Storm Drainage	0.00	0.00	0.00	5,000.00	0.00%
4415.710 Public Works Principal	14,919.85	0.00	15,479.43	15,500.00	99.87%
4415.720 Public Works Interest	1,140.15	0.00	580.57	585.00	99.24%
4415.740 Public Works Capital Outlay	0.00	0.00	11,000.00	11,000.00	100.00%
Total Highways	**88,179.97**	**2,590.65**	**115,617.77**	**196,832.00**	**58.74%**
Sanitation					
4420.460 Solid Waste Service	15,677.35	4,686.68	13,865.16	52,128.00	26.60%
Total Sanitation	**15,677.35**	**4,686.68**	**13,865.16**	**52,128.00**	**26.60%**
Total Highways and public improvements	**103,857.32**	**7,277.33**	**129,482.93**	**248,960.00**	**52.01%**
Parks, recreation, and public property					
Parks					
4540.110 Park/Rec Wages and Contract Labor	5,465.00	684.00	4,563.00	7,500.00	60.84%
4540.130 Park/Rec Employee benefits	0.00	52.33	349.07	858.00	40.68%
4540.250 Park/Rec Department Expenses	0.00	0.00	272.62	1,000.00	27.26%
4540.460 Park/Rec Community events supplies	0.00	168.96	746.74	4,000.00	18.67%
Total Parks	**5,465.00**	**905.29**	**5,931.43**	**13,358.00**	**44.40%**
Total Parks, recreation, and public property	**5,465.00**	**905.29**	**5,931.43**	**13,358.00**	**44.40%**
Transfers					
4804 Transfer to Fund Balance	0.00	0.00	0.00	25,579.00	0.00%
4807 Transfer to Assigned Balance - Fire Impact Fees	0.00	0.00	0.00	25,320.00	0.00%
4809 Transfer to Assigned Balance - Roadway Impact Fee	0.00	0.00	0.00	79,800.00	0.00%
4810 Transfer to Assigned Balance -Storm Water Imp Fee	0.00	0.00	0.00	86,550.00	0.00%
4811 Transfer to Assigned Balance - Parks & Rec Fees	0.00	0.00	0.00	21,750.00	0.00%
Total Transfers	**0.00**	**0.00**	**0.00**	**238,999.00**	**0.00%**
Total Expenditures:	**260,322.88**	**60,614.37**	**286,615.43**	**936,227.00**	**30.61%**
Total Change In Net Position	**(35,508.23)**	**(5,556.94)**	**38,133.70**	**0.00**	**0.00%**

Town of Apple Valley
Operational Budget Report
41 Capital Projects Fund - 07/01/2022 to 10/31/2022
33.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Expenditures:					
Miscellaneous					
4141.740 Capital Outlay expenses	0.00	0.00	18,627.00	0.00	0.00%
Total Miscellaneous	**0.00**	**0.00**	**18,627.00**	**0.00**	**0.00%**
Total Expenditures:	**0.00**	**0.00**	**18,627.00**	**0.00**	**0.00%**
Total Change In Net Position	**0.00**	**0.00**	**(18,627.00)**	**0.00**	**0.00%**

SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, September 14, 2022 at 5:45 PM

MINUTES

Mayor| Frank Lindhardt |
Council Members | Andy McGinnis | Barratt Nielson | Kevin Sair | Robin Whitmore |

CALL TO ORDER- Mayor Lindhardt called the meeting to order at 5:51 p.m.
PLEDGE OF ALLEGIANCE- Led By Council Member Sair.
PRAYER- Offered by Council Member Nielson.

ROLL CALL

PRESENT
Mayor Frank Lindhardt
Council Member Kevin Sair
Council Member Robin Whitmore present online on zoom.
Council Member Andy McGinnis
Council Member Barratt Nielson

DECLARATION OF CONFLICTS OF INTEREST

No conflicts declared.

PUBLIC COMMENTS

No public comments.

DISCUSSION AND ACTION

1. Appointment of Big Plains Water and Sewer Special Service District Board Member, Resolution R-2022-42.

   Mayor Lindhardt commented Jarry Zaharias has graciously accepted to be on the Water Board.

   Council Member McGinnis read the resolution aloud.

   MOTION: Council Member McGinnis motioned to accept Jarry Zaharias as Board Member on Big Plains Water and Sewer Special Service District.
   SECOND: The motion was seconded by Council Member Sair.
   VOTE: Mayor Lindhardt called for a Roll Call vote:

   Council Member Sair - Aye
   Council Member Whitmore – Aye
   Council Member McGinnis - Aye
   Council Member Nielson - Aye
   Mayor Lindhardt - Aye

   The vote was unanimous and the motion carried.

SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, September 14, 2022 at 5:45 PM

MINUTES

REQUEST FOR A CLOSED SESSION

No request for closed session.

ADJOURNMENT

MOTION: Council Member McGinnis motioned to adjourn the meeting.
SECOND: The motion was seconded by Council Member Whitmore.
VOTE: Mayor Lindhardt called for a vote:

Council Member Sair - Aye
Council Member Whitmore – Aye
Council Member McGinnis - Aye
Council Member Nielson - Aye
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 5:57 p.m.

DRAFT

Date Approved: _____

Approved BY: _____
Mayor | Frank G. Lindhardt

Attest BY: _____
Town Clerk-Recorder | Jenna Vizcardo

SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley
Tuesday, October 04, 2022 at 7:00 PM

MINUTES

Mayor| Frank Lindhardt |
Council Members | Andy McGinnis | Barratt Nielson | Kevin Sair | Robin Whitmore |

CALL TO ORDER - Mayor Lindhardt called meeting to order at 7:00 p.m.
PLEDGE OF ALLEGIANCE - Council Member Sair led pledge of allegiance.
PRAYER - Prayer offered by Bishop Darren Chipman.
ROLL CALL

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

DECLARATION OF CONFLICTS OF INTEREST

None declared.

DISCUSSION- TOWN HALL MEETING

1. **Question and answer session for all of Apple Valley relating to the Town and the Big Plains Water & Sewer Special Service District.**

   Mayor Lindhardt reported that Council asked citizens to submit questions and they received many of the same questions. Council decided rather than just answer questions, topics will be covered from the different departments as followed:

- Jauna McGinnis our Town Administrator
  Update on Town Finances
  Update on Code Enforcement progress
  Update on Meeting procedures
- Council Member Barratt Nielsen
  Update on Building Department
- Council Member Kevin Sair
  Update on Road issues
- Water District Chairman Andy McGinnis
  Update on water issues

DRAFT

SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley
Tuesday, October 04, 2022 at 7:00 PM

MINUTES

- Mayor Frank Lindhardt
  Updates on Planning and Zoning and developments
  Updates on potential trouble and issues
  Update on pending notices of claim and lawsuits

Town Administrator, Jauna McGinnis and Council Member Robin Whitmore, gave an update on the income and expenditures, code enforcement, and meeting procedures. (See Attached-Attachment A, six pages total)

Council Member Barratt Nielson gave an update on what is going on within our Building Department. He gave a verbal update letting everyone know that the Town has gotten a new building inspector, Kyle Layton and he is doing a fantastic job. He continued, he is very pro-active and knowledgeable, having a background with inspections with the county. He is also our Planning and Zoning Director; he reviews plans, submittals, and compliance to planning and zoning. This has been incredibly positive. Council Member Nielson also showed the people in the meeting, as well as online, the submittal process of a building permit in the online software City Inspect. This can be accessed via our website. He explained the benefits of having everything on the online system, for the benefits of, tracking, certificates, etc. He has been pleased with the process and how everything is going. Jauna McGinnis, Town Administrator interjected that Kyle Layton is not a paid employee and his pay is based off the building permit fee or land use application fee.

Council Member Kevin Sair gave a verbal update on our streets department issues. He started by thanking all the volunteers that have come forward, as well as thanking the Town administration staff. He continued, there are things in Gooseberry subdivision that need to be addressed regarding road improvements. It has been flooding out there for quite some time. He stated that Council Member McGinnis and himself have spent time and money out there doing road improvements recently. This included digging out bar ditches and he confirmed they have got washed out three times this year. Also, culvert improvements are going on, money will be used from the storm drainage fund account. He discussed road funds do not necessarily come out of the taxes that we pay. Even though we are getting more buildings and new homes specifically in Gooseberry, that really does not add that much to the road funds. We are given road funds by the State. It comes through all the mineral, oil, and taxes (fuel). We get a specific amount and it is used for the road maintenance on paved roads. He also discussed that is has taken six months just to get an asphalt bid for locations in Town the need to be repaired. Also discussed they could not get road base for four months as well. Also discussed the equipment and the maintenance that had to take place, before they could get out there and address the road and bar ditches in the community. He discussed that is the only money we have and we need to spend it very wisely. He continued, there are numerous parts in the community that need help. We

DRAFT

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are going to keep doing our due diligence and knocking them down one at a time until we get them all done. He stated this is the plan moving forward and encourages anyone that would like to volunteer to reach out. He commented on the plans for improving the roads and some are questioning in the community if we can put in an SSD for the roads. He has never heard of such a thing. He did confirm that in specific areas there are no plans for paving, and that is why we have changed all the ordinances moving forward, requiring those improvements so we do not have what happened in Gooseberry with unpaved roads happen elsewhere. He mentioned the cost to pave Gooseberry is one million dollars and a special assessment can be discussed being added to that area but mentions most residents including himself would fight against that. He mentioned that you knew when you bought your property that you were on unpaved roads. He said please slow down and respect your neighbor. He mentioned he is going to continue cleaning out the bar ditches. He also called on the community to help clean up their bar ditches. He asked the community, if they see anything that needs to be addressed to please reach out.

Big Plains Water District Chairman Andy McGinnis gave us an update on the status of our water concerns. Presented PowerPoint Presentation (See Attached-Attachment B, sixteen pages total).

Mayor Frank Lindhardt updated on Planning and Zoning and developments, potential trouble, and issues, and on pending notices of claim and lawsuits. Mayor Lindhardt presented PowerPoint Presentation (See Attached-Attachment C, thirty-six pages total).

After Mayor presented, he thanked the community and stated we want your support in all of this. We have a fantastic team of people to work with. He also stated we need the backup of all the citizens to be able to deal with what is ahead, we are not a little Town of Apple Valley anymore. We are 3,300 lots and more coming. The 3,300 lots we cannot stop but we can do what we can to make sure they follow our ordinances, and all our rules, and that is what we intend to do. He continued, he intends to get it all set up so when he is done with his term in a year and a half then it will continue to work and it will continue to run no matter who is here. Thank you.

Council Member Sair commented about needing a new Mayor to run when the election comes and to start to think about it now. He also mentioned the same for these council seats. We need good citizens to step up in the future.

PUBLIC COMMENTS

Mayor Lindhardt opens for public comments or any questions that were not addressed, we can take a few minutes to address.

Debbie Kopp, 2222 E Ranch Rd: Commented, she wants to know how in the future are we going to protect us as residents against developers like we had by us that destroyed our road and made it unusable.

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Mayor Lindhardt responded it's very simple, if we have a public works director which we have now, he ensures that nobody starts building until all their plans are approved, and that nobody starts building until they have to put in all the improvements or they won't be able to do it, and they will have to bond, and it will never happen like this again.

Debbie Kopp: Asked what we do know.

Mayor Lindhardt responded, right now that subdivision is dead because the developer refused to move forward. I made call after call to get him to come to the table and he never returned one phone call. I do not know where it is going to go but, in the meantime, you're welcome to use my driveways.

Linda Noyes, 2846 N Purple Sage Rd: Commented, I was looking at your sheets and you addressed the complaints and what the steps that you take are, and would like to know if they will be available for viewing after this meeting.

Town Administrator, Jauna McGinnis commented that the audio and video of this meeting will be available along with the presentations and documents.

Mayor Lindhardt discussed about code enforcement and the lengthy process that takes place. He also commented that they are taking code enforcement seriously.

Libby Wells, 1363 N Rome Way: Commented, she would like clarification on zone changes, particularly on the recent zone changes discussed as they were one of them. Recently a zone change was approved from open space zoning changed to commercial. I know us as well as others had their zone change denied due to water. She asked what has changed, what made you approve a zone change from open space to commercial. She continued to comment that they offered to bring water, tanks, and sewer to help the town.

Mayor Lindhardt responded its apple and oranges. This is a commercial building; they freeze dry with five employees and one toilet. He also mentioned their site plan. But regardless if it is ten employees and two toilets, vs Wells projects with 160 acres and multiple hundreds of lots. We did not feel like we had capacity at the time when you brought in, and we felt like we did not know where we were at with water and sewer. We saw no need to turn a commercial business down that was at the perfect location. But we did see a need to turn down an additional 3,000 lots down when we already have 3,300 lots coming, with which we must deal. Cities survive from commercial business with commercial taxes. He also mentioned that homes cost cities more in property taxes. He continued, that is costs us more to provide services and road maintenance. But commercial will not come until you have the residential. He also discussed the survey where everybody came back that they wanted to stay rural and low density. He commented about the 3,300 lots that are coming. He commented that everyone has rights and we need to find balance in those rights. Council Member Sair commented that we need sustainable commercial businesses.

Walter Josey, 1224 N Rome Way: Commented that a couple statements had him confused. In Andy's (Council Member Andy McGinnis) presentation, he is saying that we have to be cautious with our water and our current citizens yet you are informing us that we have these 3,000 plus lots and we can't stay rural. But if we don't have the water to service then we can stay rural.

Mayor Lindhardt responded we can go to people like Libby Wells, when she said, I want to develop, I will get the water, build the tanks, and I will do what I need too. We make it their problem, not ours, because we do not

MINUTES

have the answers. There are other developers, like Jepson Canyon, who have agreed to provide us with a million-gallon tank as part of their approval for their development We are going to get a million-gallon tank that would alleviate the storage problems over here. If we would have got all approved (the additional 6,000 lots), we simply do not have enough water. If you take all the water shares that exist in Apple Valley and add them all up, we do not have enough.

Walter Josey asked if we have enough water for the 3,300.

Mayor Lindhardt responded, I doubt it and Council Member Sair agreed.

Walter Josey, commented, then we can stay rural in my mind. Well, that is why I do not understand, why did we ever approve when we do not know whether we can support it or not.

Mayor Lindhardt commented that should have been on the table before you start approving a whole bunch of stuff, you need to know. He also commented that is like the rest of us, for example before I go buy a house, I have to make sure I have my funds, the ability to support it, and to buy it. It is the same thing here we should have known what we are doing but in those eighteen months with the Marty Lisonbee administration and then Dale Beddo administration, they just approved, approved, and approved and now we are stuck trying to figure out asking those questions, like “do we have water”. We know like Council Member/Water Board Chairman Andy McGinnis said we can support some growth for now.

Walter Josey, thanked for trying to clarify.

Rich Ososki, 1024 W Little Pinion Way: Commented, I like what we did tonight, commended all, and thanked everyone for everything that they have done. I think we should do this again at a later date. He also thanked Jauna McGinnis, Town Administrator, and continued, she has worked with our nuisance complaints and grama requests. Kevin’s right, what we will do in the future starting tomorrow is not turn in so many. We will just turn in one and everybody can sign the bottom of it. That will help the situation and the others will be satisfied that they had a part in it. The last thing is mitigation. In Gooseberry, there is several homeowners, that said, they would like to have their property cleaned up. It is quite a project and Rich (Rich Kopp on Mitigation Board) says to give them 3-4 weeks. Could you just touch on mitigation and how important it is.

Mayor Lindhardt responded, Andy McGinnis (Fire Chief), for follow-up on mitigation.

Margaret Ososki, 1024 W Little Pinion Way: Commented, Is there any way our Charter could be changed when we have an opening on the Town Council, we do not have musical chairs. Like when Marty was Mayor, then they put Beddo in as Mayor and then put Marty back on as Town Council. Is there any way that can be changed if you are on the Town Council and you leave that you cannot go back on the Town Council for a year.

Mayor Lindhardt responded, talk to your legislators and unfortunately that is state law.

Darin Birch, 873 W Foothill Dr: He asked the status of the moratorium.

Mayor Lindhardt responded that it is over. A moratorium can only last six months. We are accepting building permits and dealing with developers daily. The only area that we will not be able to issue buildings permits still, is in Cedar Point area because we still do not have those wells up that Council Member/Water Board Chairman Andy McGinnis talked about to be able to support growth. But we can support everyone who lives there .

MINUTES

Council Member/Water Board Chairman Andy McGinnis commented I would like to add for everyone in Cedar Point if it was not clear, restrictions are off out there. By no means do I want you to go out and waste water but we are not under the restrictions of conservation like we were this summer. We can keep up with current usage.

Council Member Sair mentioned Statewide there is a concern about water.

ADJOURNMENT

MOTION: Council Member Nielson motioned to adjourn the meeting.
SECOND: The motion was seconded by Council Member Sair.
VOTE: Mayor Lindhardt called for a vote:

Council Member Sair - Aye
Council Member Whitmore – Aye
Council Member McGinnis - Aye
Council Member Nielson - Aye
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 9:59 p.m.

Date Approved: _____

Approved BY: _____
Mayor | Frank G. Lindhardt

Attest BY: _____
Town Clerk-Recorder | Jenna Vizcardo

DRAFT

From the list of questions that were submitted, we have chosen to focus on the following areas:

- Town Debt
- Employee Payroll
- Code Enforcement
- Meetings – Public Comment

We will begin with **Town Debt**. One specific question asked was what the plan was to get the town out of debt. We believe the pertinent question is how to keep the town from going further into debt. To begin this discussion, you must understand what our sources of income are. We have:

- 37% **Taxes**, which include Property, Sales, Energy, *RAP,* Transient, and *Highway tax*
- 10% **Licenses** and Permits, which include Business licenses, *building permits* and animal licenses
- 10% **Intergovernmental Revenue**, which includes Grants, *Class C Road funds*, *liquor profits* and federal grants
- 17% **Charges for Services**, which include special events, *zoning & subdivision fees*, *solid waste*, *storm drainage*, and clerical services
- 26% **Miscellaneous**, which includes interest, fundraiser and *impact fees*

Out of the 100% revenue funding that we bring in, 44% is either ***restricted or assigned*** *(underlined/italicized above)*, meaning it can only be expended on certain areas within our budget. This leaves 56% of the annual budget to pay for the operation of the town. Our budget literally is a balancing act that we as the current administration must deal with due to actions of prior administrations. Eleven (11) percent of the budget pays for the debt in the town.

The biggest glaring debt remaining is the Gateway project in the remaining amount of $1.091 million over the next twenty-three (23) years ($63,000/year, 7% of budget). This is a debt that should have been paid for by the developer, not us as residents. Mayor Lindhardt will explain this in more depth in his presentation.

We will have the other 4% of the debt paid off at the end of this fiscal year (June 2023).

So to answer the question, what is the plan to get the town out of debt: We must continue to budget appropriately so that we may:

- Pay our debt each year, with the hope that as we grow, we may put more of the property taxes toward the principal of the Gateway project; and
- With the 2nd part of the equation to make the appropriate decisions regarding any new development to lessen the impact upon the citizens; and
- With the 3rd part of the equation to make equipment purchases sensibly, i.e., no loans; and
- With the 4th part of the equation to encourage community based commercial businesses to come to our area thereby producing an increase in sales tax, even though it is only a minimal 1%; and
- With the 5th part of the equation to always be searching for ways to reduce our debt, perhaps by better loan terms and possibly grants that would fund already completed projects.

The next topic is **Employee Payroll**. The specific question for this is how the town is paying for all the new hires. We will demonstrate this with the following tables.

UNDER PRIOR ADMINISTRATION

				BENEFITS				
DEPARTMENT	***RATE***	***HOURS/ UNITS/ MO***	***ANNUAL WAGES***	***TAXES 11.44%***	***URS 16.69%***	***WAGES***	***BENEFITS***	
COUNCIL								
Mayor	850.00	1	10,200.00	1,166.88		10,200.00	1,166.88	
Treasurer	75.00	3	2,700.00	308.88		2,700.00	308.88	
Council Member	75.00	3	2,700.00	308.88		2,700.00	308.88	
Council Member	75.00	3	2,700.00	308.88		2,700.00	308.88	
Council Member	75.00	3	2,700.00	308.88		2,700.00	308.88	
	$1,150.00	***13***	***$21,000.00***	***$2,402.40***	***$0.00***	***$21,000.00***	***$2,402.40***	
PUBLIC WORKS/ROADS/PARKS								
Parks			20,000.00			20,000.00		Contract
	$0.00	***0***	***$20,000.00***	***$0.00***	***$0.00***	***$20,000.00***	***$0.00***	
	$0.00	***$0.00***	***$0.00***	***$0.00***	***$0.00***	***$0.00***	***$0.00***	
FIRE/POLICE								
Chief	3,750.00	1	45,000.00	5,148.00	7,510.50	45,000.00	12,658.50	
	$3,750.00	***1***	***$45,000.00***	***$5,148.00***	***$7,510.50***	***$45,000.00***	***$12,658.50***	
ADMINISTRATION								
Clerk/Recorder	17.00	174	31,200.00	3,569.28	5,207.28	31,200.00	8,776.56	
Office Assistant	20.00	70	16,800.00	1,921.92		16,800.00	1,921.92	
Housekeeper	15.00	10	1,800.00	205.92		1,800.00	205.92	
Finance Director	5,084.00	1	61,008.00	6,979.32	10,182.24	61,008.00	17,161.55	
Administrator	36.06	56	24,232.32	2,772.18		24,232.32	2,772.18	
Accountant	2,500.00	1	30,000.00			30,000.00		Contract
	$7,672.06	***312***	***$165,040.32***	***$15,448.61***	***$15,389.52***	***$165,040.32***	***$30,838.13***	
GRAND TOTAL	***$12,572.06***	***326***	***$251,040.32***	***$22,999.01***	***$22,900.02***	***$251,040.32***	***$45,899.03***	$296,939.35

CURRENT ADMINISTRATION

DEPARTMENT	RATE	HOURS /UNITS /MO	ANNUAL WAGES	BENEFITS TAXES 11.44%	BENEFITS URS 16.69%	WAGES	BENEFITS
COUNCIL							
Mayor	850.00	1	10,200.00	1,166.88		10,200.00	1,166.88
Treasurer	75.00	3	2,700.00	308.88		2,700.00	308.88
Council Member	75.00	3	2,700.00	308.88		2,700.00	308.88
Council Member	75.00	3	2,700.00	308.88		2,700.00	308.88
Council Member	75.00	3	2,700.00	308.88		2,700.00	308.88
	$1,150.00	***13***	***$21,000.00***	***$2,402.40***	***$0.00***	***$21,000.00***	***$2,402.40***
PUBLIC WORKS/ROADS/PARKS							
Laborer-General	18.00	125	27,000.00	3,088.80		27,000.00	3,088.80
	$18.00	***125***	***$27,000.00***	***$3,088.80***	***$0.00***	***$27,000.00***	***$3,088.80***
						0.00	0.00
	$0.00	***$0.00***	***$0.00***	***$0.00***	***$0.00***	***$0.00***	***$0.00***
FIRE							
Chief	3,334.00	1	40,008.00	4,576.92	6,677.34	40,008.00	11,254.25
	$3,334.00	***1***	***$40,008.00***	***$4,576.92***	***$6,677.34***	***$40,008.00***	***$11,254.25***
ADMINISTRATION							
Clerk/Recorder	18.50	174	38,628.00	4,419.04	6,447.01	38,628.00	10,866.06
Finance Director	20.00	70	16,800.00	1,921.92		16,800.00	1,921.92
Housekeeper	12.00	10	1,440.00	164.74		1,440.00	164.74
Administrator	4,167.00	1	50,004.00	5,720.46	8,345.67	50,004.00	14,066.13
	$4,217.50	***255***	***$106,872.00***	***$12,226.16***	***$14,792.68***	***$106,872.00***	***$27,018.84***
GRAND TOTAL	***$8,719.50***	***394***	***$194,880.00***	***$22,294.27***	***$21,470.02***	***$194,880.00***	***$43,764.29***

$238,644.29

Reduced by: $58,295.06

As you will notice, there are missing pieces to this equation, i.e., EMS services, police services, public works director. These are areas that we have people in p to do what they can and are working to find a solution to these needed services, i.e., Kevin Sair.

The next topic is **Code Enforcement**. Most of the questions revolved around how the code enforcement is working.

There is a process that is followed in which a time frame is involved providing for due diligence on both our part and the resident. Following is a general outline. There are other factors that may speed up or slow down the process.

1. Receipt of the complaint (1 day)
2. Determine if the resident is out of compliance with our ordinances (1 day)
3. Determine if the non-compliance is under the purview of code enforcer or the building inspector and assign (1 day)
4. Logging in to the system and providing an initial action to be taken (1 day)
5. Begin the process of sending the initial letter to the resident stating the ordinances in violation and the process they must go through. This letter is sent by certified mail (Up to 20 days)
6. Resident is given 30 days from letter date to correct the violation (30 days)
7. If resident complies, then the issue is deemed complete (Up to a total of 54 days)
8. If resident does not comply, then it is turned over to the Washington County Sheriff to issue a citation, or if in the purview of the building inspector, it is turned over to the process server to give notice to “stop work”. This could take an additional 30 days to process, as these officers must track down the individual to serve them.

If a complainant would like to get an update on the submitted complaint, they must submit a GRAMA request for this information. It is not under our purview to respond. Once the complaint is in our hands, then we go to work to resolve it.

The fees attached to the citations, and such are dependent upon the misdemeanor class and if it is an individual or a company. Each day is considered a violation. A class ‘B’ misdemeanor for an individual is $750 - $1,000 and a company is $5,000.

Last topic is **Public Comments** in meetings.

The purpose of meetings is for the public body to convene to discuss and make decisions.

A regular meeting provides for a public comment section, which a public body may or may not utilize.

A public hearing is for the public body to listen to comments and concerns from the residents. This gives the public body the opportunity to understand what is important to residents and even take note to make changes.

All items for discussion and action are put onto the agenda, by which the public will be given an opportunity to review and ask questions prior to the meeting by contacting the council members and/or other administrative staff, if they would like.

It was asked if each agenda item could have a public comment immediately following the discussion. This would only lend to extending the meeting beyond a normal timeframe.

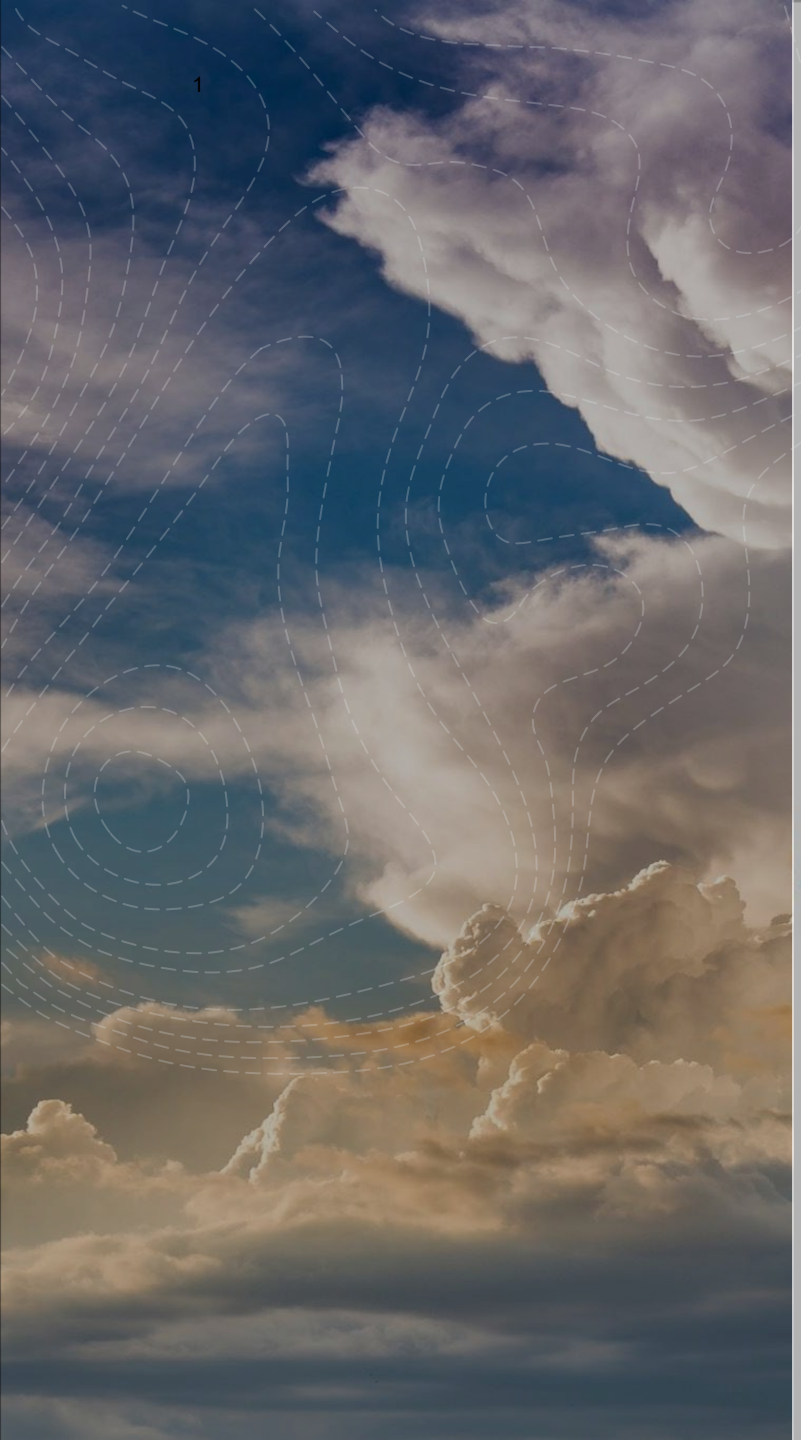
There are two apparent approaches to facilitate public comments:

1. Public comments prior to the discussion and action.
2. Public comments after the discussion and action.

In other cities, residents must sign up to even participate in the public comment section.

We have chosen to have the public comments prior to any discussion and action so opinions may be heard and considered. The possibility to have a sign-up sheet has been discussed, though no decision has been made in this direction.

It is suggested that our residents become informed about the agenda items prior to the meeting. Your pre-meeting input may have more weight to the discussion, as each individual council member will have been researching, forming opinions, and considering action prior to the meeting.



Big Plains Water and Sewer Special Service District

TOWN HALL QUESTION AND ANSWER MEETING

OCTOBER 4, 2022

BIG PLAINS SSD

Big Plains Water and Sewer Special Service District is made up of 5 volunteer board members and an FT Water Superintendent.

Most work on the water system is performed by volunteers and the one paid employee, minus the larger bid projects.

Without the knowledge and willingness of our volunteers, many of them board members, the District would have failed long ago. Most recently it was these volunteers that kept water flowing to Cedar Point this summer, all the while dealing with multiple well issues that took all but one well offline.

Numerous hours, gallons of fuel, favors called in and financial support happen day in and day out by these volunteers without recognition. These folks deserve our “Thanks” and Support.

THE SYSTEM

The Big Plains water system consists of three separate systems:

- Apple Valley
- Cedar Point
- Canaan Springs

Apple Valley has (2) wells and (2) tanks totaling 440,000-gal storage

Cedar Point has (5) wells and (1) 1,000,000-gal storage

Canaan Springs has (2) springs (currently developed) and (2) tanks totaling 150,000-gal storage

There is currently no interconnectivity between the systems. The District is looking at options to get our systems connected for the future.

HYDROLOGY STUDY PAST AND PRESENT

PAST- Big Plains Water and Sewer Special Service District's last aquifer evaluation was in July of 2015 and was produced by Ensign Engineering.

Highlights:

- Potential future well sites
- Aquifer estimated in balance to slightly over-drafted (assumption dependent)
- 3.61% growth rate estimate for Apple Valley 2010-2030

PRESENT- Washington County Water Conservancy District is presently conducting a study for Washington County. Apple Valley will be included and there is currently not a completion date set as there is a very large amount of data to compile for the entire county.

WATER SHARES AND THE SSD

The District as part of the building permit process requires the developer or the property owner to deed culinary water shares to the district in return for supplying water to their project.

Culinary/Municipal water shares are generally utilized for residential and commercial projects.

Irrigation water shares are generally utilized for Ag uses such as crop watering and stock water. In most cases an irrigation water share does not convert straight across to a culinary/municipal share and currently in our area it takes an approximate 30% haircut (1acft = .7acft).

The District will always be looking to purchase additional culinary water shares and wells at a discounted rate to add to our assets. The District has had no such offers or conversations to this effect as of late.

CEDAR POINT
THE SYSTEM

The Cedar Point water system consists of:

5- Wells

- Well 59
- Cooke
- Jessop
- Well #1 (Canyon well)
- Well #5 (Rock well)

1- 1,000,000 gal water tank

All associated piping and valves

CEDAR POINT
THE SYSTEM

The Cedar point system is currently running on two wells, the Cooke and the Jessop thanks to the conservation efforts of the Cedar Point and Bubbling Wells community members.

As Fall and Winter month approach us, water consumption usually lessens and allows for well rotation and maintenance.

Historically the Cedar Point system has operated on two of the following three wells; Well 59, Cooke, and the Jessop intermittently.

Well 59 is still not able to be utilized due to a backlog at the lab. We will put this well back in service or continue the cleaning process as directed by the results.

The Cedar Point system supplies water to all current housing in the Cedar Point and Bubbling Wells area.

CEDAR POINT
WHAT ARE WE DOING

The District is actively involved in cleaning and preparing the Canyon and Rock wells to be placed into service.

Canyon Well- Has been put through one phase of cleaning which has produced positive results of increased gpm output (8-12 gpm). We will Introduce another phase of cleaning before the end of the year and hope for more positive results. If this well does not come around to expectations, it can still be placed online as a supplement during peak use and well rotation.

Rock Well- This well was never connected or placed into operation by the previous owner and little information was available on its production numbers. The District has since cleaned it and put a pump down the well and test pumped it with positive results (>30 gpm) estimated.

CEDAR POINT
WHAT ARE WE DOING

Rock well(cont.)- The District is currently working on paperwork with the State, as well as getting the required piping, valves, controllers and pump specifications ready for procurement. We hope to have this well connected and online by summer of 2023.

Canaan Springs- Our pipeline running from the springs will require some mitigation work to be performed due to the monsoon storms we experienced this fall. Work will be performed to prepare for future runoff and is scheduled to be completed early spring 2023.

CEDAR POINT
WHAT ARE WE DOING

Cedar Point Pipeline- The District has applied for a grant, which was prompted by and applied for during the Cedar Point water shortage this summer. The grant is currently in the Federal level of approval with no timeline for final approval. Our hope is it is approved by years end.

The state must approve any extension to our system and will be closely involved in all aspects of this project.

This grant will allow the District to connect Canaan Springs to the Cedar Point System for additional water needs as determined by the Water Superintendent.

Dependent on timing, the pipeline project may start early spring as the contractor finishes up the Springs mitigation project. If the timing does not work out, then we will be subject to contractor scheduling.

CEDAR POINT
WHAT ARE WE DOING

Cedar Point Pipeline- During initial discussions on the pipeline, the District wanted to connect it from the Springs to the 1M gallon tank, but arrangements with the landowners involved could not be finalized to everyone's satisfaction.

Public Awareness- The District welcomes community involvement, and asks that waste of water or unauthorized use of Fire Hydrants be reported to the Town Office at 435.877.1190

Water is a vital resource, and it is our duty to protect it for our future and the future of those that follow.

APPLE VALLEY
SYSTEM UPGRADES

Tanks- The storge tanks for the Apple Valley system are aging and approaching their expected service life. The District is exploring options of repairs, and linings for the existing tanks to extend the service life.

The District is also in communications with a developer, that would install a 1M gallon tank for the Apple Valley system as part of their development agreement. This addition to our system would increase storage as well as increase fire flow in key areas.

BIG PLAINS SSD
THE FUTURE

Are we going to run out of water? Only Mother Nature will be able to answer that question. As we all know most of the Western United States are in drought conditions, we only have to look at the Colorado River and the man-made lakes on it to know we all need to conserve or run out.

As far as Apple Valley is concerned there are no indications currently of that being the case. Water levels within our wells are at this point maintaining their historical levels. But during the Summer months we do see considerable drawdown in certain areas of our valley. Most of our wells now have telemetry that allow us to better monitor levels throughout the year and better understand the stresses we are placing on each well.

As stewards of the water in our valley, the District takes seriously the amount of water removed from our aquifers and how it ultimately relates to our growth.

BIG PLAINS SSD
THE FUTURE

The community can rest assured that the water needed to provide for those currently living here is our priority. All decisions on future growth at the District level will gauged against that metric.

Growth- Using numbers requested by the District and Town from Sunrise Engineering , storage capacity in each system of the town will support further growth.

Apple Valley- substantial growth due to storage and source.
Cedar Point- No/minimal growth due to source inconsistency and historical data.
Canaan Springs- minimal growth due to storage capacity.

BIG PLAINS SSD
THE FUTURE

As shown in the previous slide there is room for growth in Apple Valley, but rest assured the District will do its due diligence to ensure that the growth is in alignment with the water available as determined by aquifer studies and well level data.

As far as the Cedar Point system and growth goes, the District wants to get all wells online and in use for a period of time to attain data to support further growth due to a consistent source.

Conservation- This word will become common place if it is not already. It is our duty as community members to do our part in reducing our water use, and as you may have seen in our surrounding cities measures have been adopted to help with that conservation, as I am sure will happen in Apple Valley.
There is plenty of information available to help you in making changes inside and outside your home if you are willing.

BIG PLAINS SSD
IN CONCLUSION

- The District is mostly a volunteer group giving of their time and talents.
- The WCWCD aquifer study will allow the District to make better and more up to date decisions on water use in our valley.
- The Cedar Point system should be up and running on all wells by next summer.
- The tanks on the Apple Valley system will be replaced or slated for repairs in the near future.
- We are not running out of water (currently).
- Growth in Apple Valley in available.
- Conserve for the FUTURE.

If I haven't answered your questions during this presentation, feel free to reach out to me at 435.877.1194.

Town of Apple Valley

WELCOME TO OUR TOWN HALL QUESTION AND ANSWER MEETING

October 4,2022

Tonight's Agenda

- Pledge of Allegiance
- Opening Prayer by Bishop Darren Chipman
- Jauna McGinnis our Town Administrator
  Update on Town Finances
  Update on Code Enforcement progress
  Update on Meeting procedures
- Council Member Barratt Nielsen
  Update on Building Department
- Council Member Kevin Sair
  Update on Road issues.
- Water District Chairman Andy McGinnis
  Update on water issues.
- Mayor Frank Lindhardt
  Updates on Planning and Zoning and developments
  Updates on potential trouble and issues
  Update on pending notices of claim and lawsuits.

Government in Apple Valley

- Five Member Town Council with the Mayor being able to vote.
- Mayor and Council creates & maintains our laws and ordinances.
- Mayor has been given the responsibility to enforce all those laws and ordinances, including:
  - Ensure all zoning ordinances are enforced equally among our citizens.
  - Ensure our subdivision ordinances are enforced and followed.
  - Ensure all our building codes and ordinances are followed.
  - The Mayor has the responsibility to ensure the councils will is carried out.
  - The Mayor does NOT have the authority to NOT follow Town Ordinances or Laws.

Title 11.02.150 Enforcement of Codes

- No Apple Valley Town officer or employee shall issue any permit or license for any building or structure or use when such land is a part of a "subdivision" as defined herein until such subdivision has been approved and recorded in the county recorder's office, and unless the improvements shown on approved construction plans for the subdivision have been installed and preliminarily accepted, and all other provisions of law have been complied with.
- Any license or permit issued in conflict with this title shall be null and void.

Town Debts From Subdivision Improvements

• Replaced all the water lines in old part of Apple Valley	$5,204,000
• Replace bridge built with just culverts	$1,336,903
• Installed Chip & Seal because road were just road base	$ 640,097
• Installed Storm Water improvements	$ 46,046
• Lawsuits from stormwater washing peoples lots away	$???
• Water system improvements due to non-spec system	$ 99,246
• **TOTAL COST OF THESE IMPROVEMENTS**	**$7,327,092**
• **TOTAL DEBT FROM THESE IMPROVEMENTS**	**$6,610,800**

COMPLETELY UNNECESSARY DEBT

- Water lines were not installed per our Ordinances and Standards
- Bridge was not installed as per our Ordinance and Standards
- Roads were not installed as per our Ordinances and Standards
- Storm Water Detention systems were not installed at all
- Water systems were not installed per our Ordinance and Standards
- **THE SUBDIVISION DEVELOPERS SHOULD HAVE INSTALLED IT AS PER OUR ORDINANCES AND STANDARDS.**
- **THEY SAVED A BUNCH OF MONEY BY NOT DOING IT, AND ALL OF US ARE NOW PAYING FOR IT.**

How do we prevent this from happening again?

- ENFORCE THAT DEVELOPERS AND SUBDIVIDERS FOLLOW OUR ORDINANCES AND STANDARDS.
- ENFORCE THAT DEVELOPERS PAY FOR THE INFRASTRUCTURE NEEDED FOR THEIR SUBDIVISIONS.
- ENFORCE THAT DEVELOPERS PAY THEIR SHARE OF IMPACT FEES.
  - Water Tank and improvements $9,000,000
  - Need that tank & improvements in 10 years
  - Project 50 new water connections a year
  - 50 connections x 10 years = 500 (divided by) $9,000,000 = $18,000 impact fee

What are our improvement standards for new subdivisions:

- Water System and Fire Hydrants (Big Plains Water District)
- Septic System (Ash Creek Special Sewer District)
- Storm Water Detention System (Town)
- Power System (Rocky Mountain Power)
- Phone & Internet (South Central Communications)
- Road Improvements (Town. What is required Depends upon Zone)
- Road Base
- Asphalt
- Curb & Gutter
- Sidewalk
- Bridges if needed

Why Asphalt?

“We want Apple Valley to remain with the rural feel.”

Roads are deeded to the town when subdivisions are created for us to maintain.

- Little to no maintenance for 15 years or longer for asphalt.
- VS Road Base which require maintenance several times a month to get rid or washboard and dust.
- Not to mention the constant complaints from citizens.
- We receive 3 times as much in State Road funds for asphalt roads, compared to road base or dirt roads.
- **WHY NOT ASPHALT** when the developer or subdivider should be paying for it, not the town.
- The Town would have to raise taxes to hire permanent street maintenance workers if we keep allowing road base roads in new subdivisions. Then we all pay for the maintenance and the developer saves a bunch of money. **WHY?**

Why Curb & Gutter & Sidewalk?

“We want Apple Valley to remain with the rural feel”.

- **Curb & Gutter vs borrow ditches?**
  - Curb & Gutter directs storm water to a detention basin and protects asphalt from cracking and falling apart along the edges. They also require very little maintenance.
  - It provides a safety barrier between cars and pedestrians.
  - Borrow Ditches are a constant maintenance item that will often fail and water will then wash out portions of our roads.
  - Borrow Ditches also fill up with sand and weeds clogging them up.
  - Again, why not? Developers and subdividers pay for the improvements and we have a whole lot less maintenance and time spent maintaining curb and gutters, than we would borrow ditches.
  - The Town would have to raise taxes to hire permanent street maintenance workers if we keep allowing borrow ditches in new subdivisions.

  - **Benefit of Sidewalk (mainly required in higher density subdivisions)**
  - They give children and adults a safe place to walk and drive bikes
  - Again, why not? Developers and subdividers pay for the sidewalk.

Already Approved Growth

- **New or under Construction Subdivisions:**

• Wells Estates	Off Rome Ave	25 Lots
• Farrar	Across from Cedar Point	9 Lots
• Mountain View Estates	Bubbling Wells	6 Lots
• **TOTAL**		**40 Lots**

Already Approved Growth

- **Subdivisions with Preliminary Plat approvals as of January 2022:**
  - Crimson Peaks (Desert Rose) Off Rome Ave 268 Lots
  - West Temple West of Bus Stop 27 Lots
  - **TOTAL** **295 Lots/Units**

Already Approved Growth

- **Properties with approved Zoning Changes**

• Jepson Canyon Commercial, Lodge, Cabins and Tents.	Across from Chevron	100	Units+
• Jepson Canyon Homesites	Across from Chevron	352	Lots
• Redstone	Off East Main Street	1,520	Lots
• Redstone Cabins	Off East Main Street	400	Cabins
• West Temple	West of Bus Stop	211	Lots
• Miles Mark	By water Tanks	27	Lots
• Gateway North	On Main Street	157	Lots
• Gateway Commercial	Cabins, Motel, Grocery Store	200	Units
• Canaan Mountain Phase 2	By Canaan Mountain Estates	36	Lots
• **TOTAL**		**3,003**	**Lots/Units**

- **TOTAL APPROVED LOTS** (Under Construction, Preliminary Plat & Zoning Change) **3,338 LOTS/ Units**

Proposed Zoning Change in December 2021

- Misc. additional property owners that attempted to obtain zoning changes in November and December 2021.
- **1,374 Acres for a total of over 3,000 additional lots.**
- **If all were approved we would have had a total of 6,338 additional lots in Apple Valley. (That's bigger than Hurricane).**
- **Now we "ONLY" have 3,338 LOTS/ Units to try to deal with as a Town.**
- **Apple Valley currently have less than 422 Homes.**
- **Thanks to Council members Sair and McLaughlin we averted this additional disaster, by not approving the extra 3,000 lots that we have no ability to support.**

To deal with this growth, we have had to hire

- Kyle Layton (former Planning Director for Hildale City and current County building inspector), as our Planning and Zoning Director to helps ensure developers follow our ordinances in getting all their approvals.
- Mike Versimac (Current Hurricane Citys Public Works Director), as our Public Works Director, to ensures developers follows our ordinances with their constructions plans and ensure the construction of the subdivision gets inspected and built as per our Town Codes.
- Kyle Layton as our Building Department manager/Inspector to ensures all the homes being built are safe and built to building code.
- How do we pay for these professionals?
- We are making the developers & builders pay all the cost, by paying these contracted professionals per lot or per home, not as employees of the Town. They only get paid when there is work for them to do.
- THIS WILL ENSURE THE WHOLE DEVELOPMENT AND BUILDING PROCESS IS RUN BY PROFESSIONALS, NOT MAYORS, AND THAT WE DO NOT GET FURTHER IN DEBT because developers will not be able to build incomplete subdivisions, that we the citizens of Apple Valley later end up paying to get finished or pay for unnecessary repairs.

SUBDIVISION APPROVAL PROCESS

	PROJECT NAME		JEPSON	CANAAN	MAIN	W. TEMPLE	CRIMSON	MOUNT. V.	TOT
	PROCESS (Must be done in this order)	# LOTS	400	36	176	25	268	6	911
1	ZONING CHANGE		YES	YES	YES	YES	YES	YES	
2	WATER DISTRICT PRELIMINARY WILL-SERVE LETTER FOR SUBDIVISION		YES	YES	YES	YES	YES	YES	
3	SEWER DISTRICT PRELIMINARY WILL-SERVE LETTER FOR SUBDIVISION								
4	POWER COMPANY PRELIMINARY CAN-SERVE LETTER FOR SUBDIVISION								
5	PRELIMINARY PLAT RECOMMENDATION BY PLANNING COMMISSION					YES	YES		
6	PRELIMINARY PLAT APPROVAL BY TOWN COUNCIL								
7	DEVELOPER SUBMITS PROPOSED CONSTRUCTION PLANS TO JUC		YES	YES		YES	YES	YES	
8	TOWN & ALL UTILITIES REVIEW PROPOSED PLANS & REDLINE PLANS								
9	UTILITIES RETURN REDLINES TO DEVELOPER FOR CORRECTIONS @ JUC								
10	DEVELOPER SUBMIT CORRECTED MASTER PLANS @ JUC FOR SIGNATURE								
11	**Power Signs off on Master Plans** (All Signatures collected by Public Works Manager)								
12	**Water Signs off on Master Plans** (All Signatures collected by Public Works Manager)					YES	YES		
13	**Phones Signs off On Master Plans** (All Signatures collected by Public Works Manager)								
14	**Sewer Signs off On Master Plans** (All Signatures collected by Public Works Manager)								
15	**Streets Department Signs off on Master Plan** (collected by Public Works Manager)								
16	**Public works Sign off On Master Plans Stormwater Detention System.**								
17	**Town Engineer signs off on Master plans** (collected by Public Works Manager)		YES	YES		YES	YES	YES	
18	**Mayor Signs off that plans meet all town codes & utilities signed off**		YES	YES		YES	YES	YES	
19	FINAL PLAT REVIEWED AND SIGNED BY TOWN ENGINEER							YES	
20	FINAL PLAT IS APPROVED AND SIGNED BY MAYOR			YES		YES	YES	YES	
21	FINAL PLAT IS REVIEWED AND APPROVED BY TOWN ATTORNEY							YES	
22	PROVIDE GUARANTEE BOND IF RECORDING PRIOR TO COMPLETION								
23	OR COMPLETE IMPROVEMENTS FIRST								
24	MAYOR OR PLUBIC WORKS MANAGER ISSUE NOTICE TO PROCEED		YES	YES		YES	YES	YES	
25	FINAL PLAT IS RECORDED BY TOWN ATTORNEY							YES	
26	START SELLING LOTS OR BUILDING HOMES							YES	
	Steps followed out of 26 required		6	7	2	9	9	11	

Dixie Springs Subdivision in Hurricane

- The County approved the Dixie Springs Subdivision
- The County allowed the Developer to record the subdivision plat.
- The County failed to require the Developer to install all the improvements prior to recording the plat.
- The County failed to get the developer to bond for the improvements.
- So the Developer started selling lots to people all over United States
- Buyers were told he would install the improvements later, but he never did.
- The County got sued because they did not follow their own ordinances that are in place to protect the public and the County.

All Subdivisions must install improvements

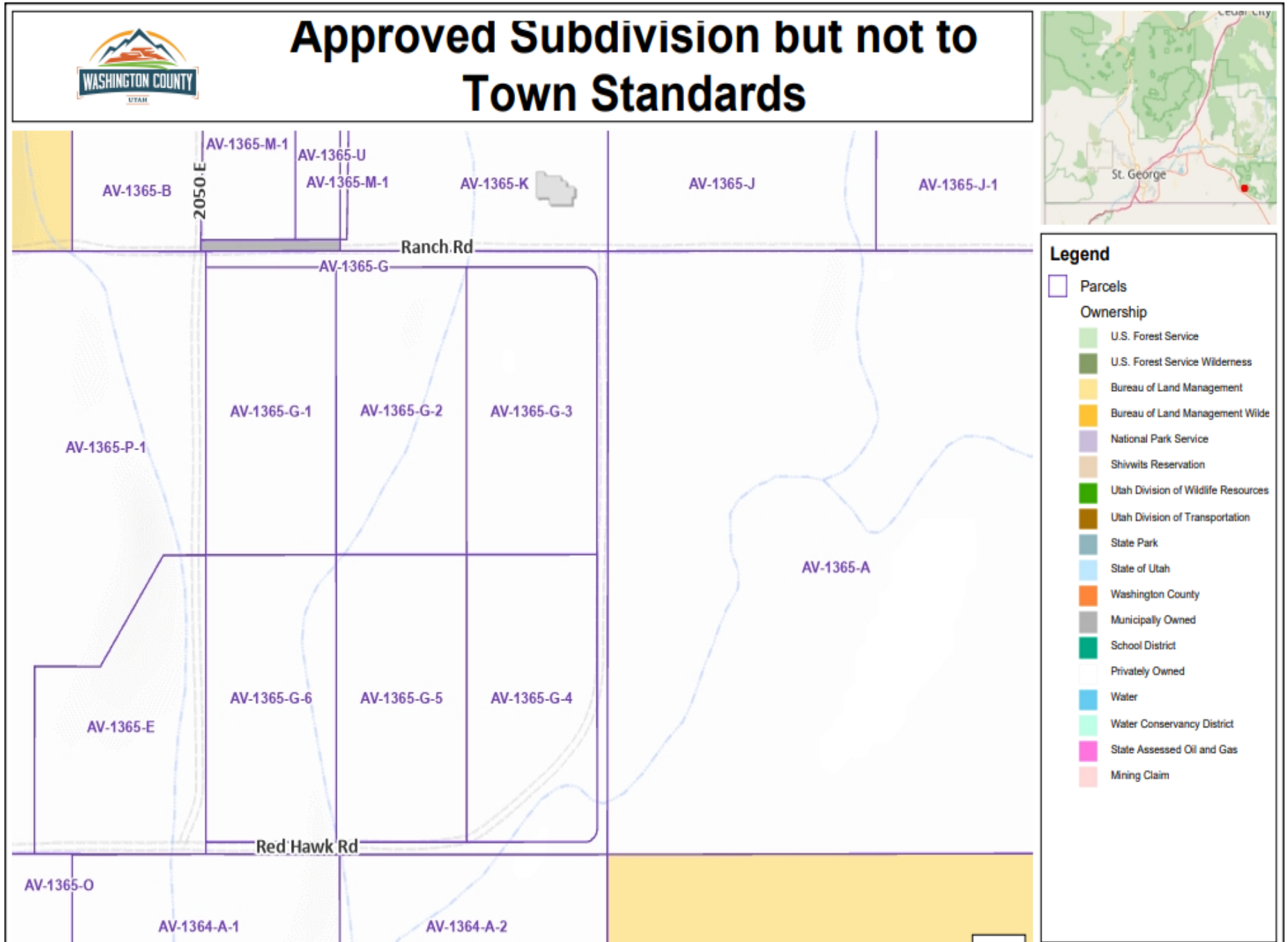
- **11.02.040 Necessity Of Plat; Exemption From Plat Requirements**
- All subdivisions shall be required to prepare and receive approval of a preliminary and final plat in accordance with the provisions of this chapter, except as follows:

1. A. A subdivision creating no more than one (**Lisoonbee Changed this to 10 Lots**) new lot may be approved by the Town staff without the necessity of preparing and filing a preliminary plat or final plat if:
    1. Notice is provided by Town as required by this title.
    2. The proposed subdivision:
        1. Is not traversed by the mapped lines of a proposed street as shown in the general plan and **does not require the dedication of any land for streets or other public purpose. Created lots shall be located on a public right-away or dedicated street.**
        2. Does not impact an existing easement or right of way or, if it does have an impact, evidence is shown that the impact will not impair the use of any such easement or right of way.
        3. **Has been approved by the culinary water authority, sanitary sewer authority, and all other members of the joint utility commission, in writing.**
        4. Is located in a zoned area, and conforms to all applicable land use code or has properly received a variance from the requirements of an otherwise conflicting and applicable land use code.

2. B. A lot or a parcel resulting from a division of agricultural land is exempt from the plat requirements of this title if the lot or parcel:
    1. Meets the minimum size requirement of applicable zoning; and is not used and will not be used for any non agricultural purpose.

3. **The creation of a lot under subsection A of this section shall not be approved until a plan for providing utilities and other required improvements (as per Title 11.08) to the proposed lot, has been reviewed and approved by all members of the joint utility commission, in writing. No building permit will be issued for said lot until the approved improvements are constructed and accepted.**

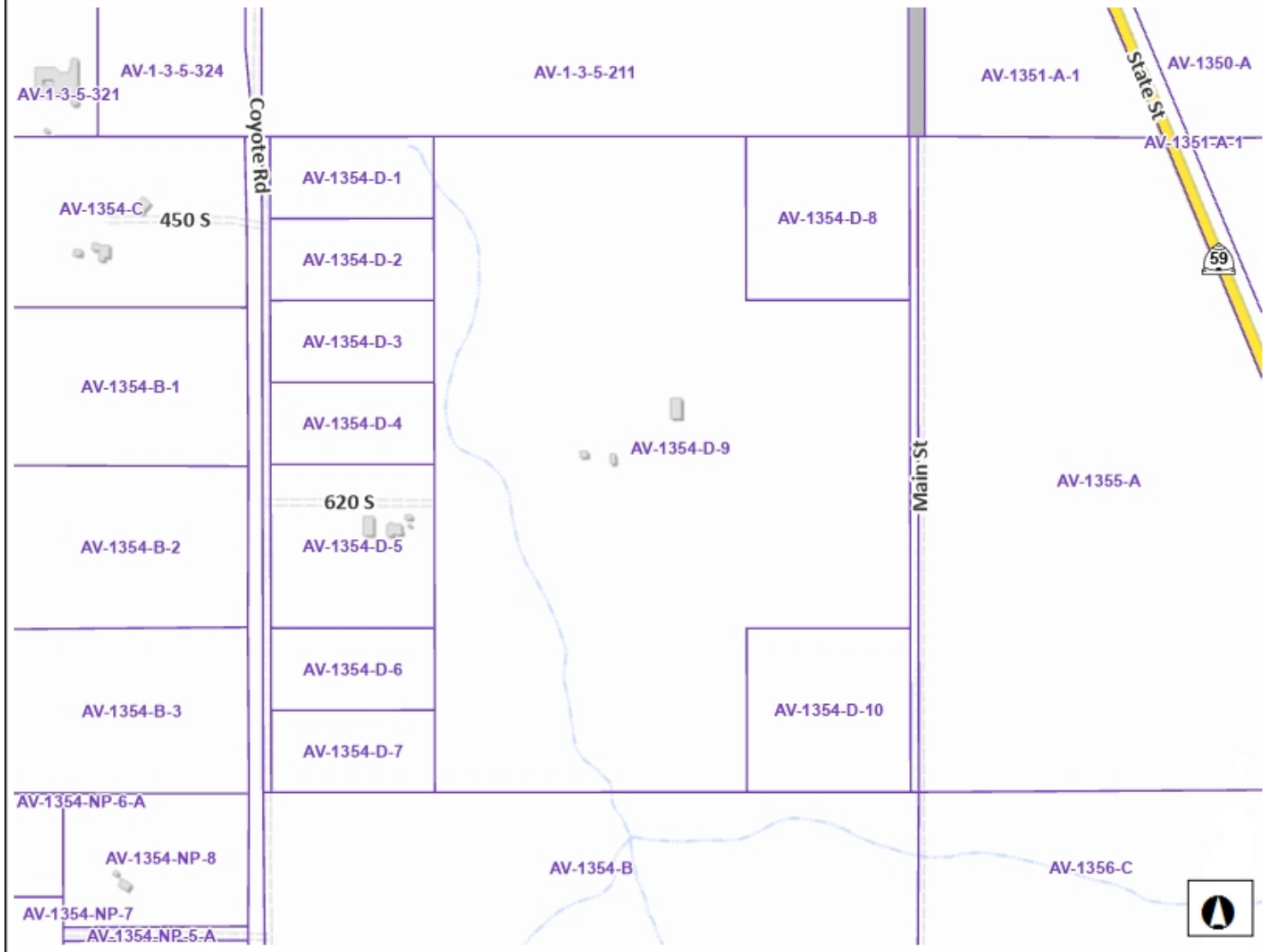
Approved Subdivision but not to Town Standards



Legend

- Parcels
- Ownership
  - U.S. Forest Service
  - U.S. Forest Service Wilderness
  - Bureau of Land Management
  - Bureau of Land Management Wilde
  - National Park Service
  - Shivwits 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

Approved Subdivision but not to Town Standards





Legend

- Parcels
- Ownership
  - U.S. Forest Service
  - U.S. Forest Service Wilderness
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  - State of Utah
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  - School District
  - Privately Owned
  - Water
  - Water Conservancy District
  - State Assessed Oil and Gas
  - Mining Claim

Notes

1,504.7 0 752.33 1,504.7 Feet

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

Roads Dedicated without improvements





Legend

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

1,504.7 0 752.33 1,504.7 Feet

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Notes

Unimproved Subdivision Problem

- 1. Some of these lots have no water, power, phone, storm water detention or have cinder road improvements (not approved).
- 2. Most of the lots have no road improvements in front of the lots, as is required by fire code and Town Ordinances.
- 3. The Buyer of the lots will not be able to obtain a building permit.
- 4. Who will pay for improving the roads in front of these lots?
- 5. The lot owners expect the Town to pay for the road improvements as the land (road) was dedicated to the Town.
- Just two of the previous examples show 9,744 linear feet x 25’ wide is 88,704 sq ft of road base at $1.25 per sq ft is $110,880 to improve just those sections of road to make them meet fire code.
- WHY SHOULD WE THE CITIZENS OF APPLE VALLEY PAY FOR THIS?
- IT SHOULD CLEARLY BE PAID FOR AND INSTALLED BY THE SUBDIVIDERS AND OR LOT OWNERS.

Pending Lawsuits

- **Notice of Claims**
  - Knollwood RV Park — Lawyer Justin Heideman
  - Paul Cleverly — Lawyer Nathan Fisher
  - Gateway on Main St. Richard Wry — Lawyer Justin Heideman
  - Ladd McDonald — Lawyer Richard Allen
- **Lawsuits**
  - David Zolg, Jr Old Fire chief — Eric Strindberg
  - Daniel Musser — Lawyer Justin Heideman
  - Bitter Bean Richard Fischer — Lawyer Justin Heideman
  - Canaan Mountain Estates Phase 2 Pat Melfi — Lawyer Justin Heideman
  - Desert Rose Richard Wry — Lawyer Justin Heideman

Who pays for lawsuits?

- The Town has a liability insurance policy through the League of Cities and Towns.
- On lawsuits pertaining to land use issues, we have no liability coverage.
- But they will cover legal costs up to $25,000 per lawsuit, with a maximum of $50,000 per year.
- So far the Town has not had to pay anything pertaining to lawsuits as none of the legal fees have not exceeded those amounts.

Knollwood RV Park

Lawyer Justin Heideman

Location: Immediately next to Cheveron

Issue: Impact fees were the primary concern of their notice of claim.

The town adopted a new impact fee schedule in January 2021, which was ignored by Mr Beddo causing trouble for the RV Park owner when we were forced to follow our ordinances and apply the adopted impact fees.

They were also allowed to start construction without any approved sites plans and many of their construction plans.

STATUS: With cooperation from Mr Dan Tygard and concessions from the Town, these issues are now resolved and the RV park has been completed and is open for business.

Building Permit for Paul Cleverly

(Lawyer Nathan Fisher)

Location: Immediately next to the water tanks in Apple Valley

The issue: The issue is the Town will not issue a building permit for Mr. Cleverley's addition, due to the fact that we do not have enough water pressure and flow to be able to fight a fire at that location and would also not be able to prevent it from spreading to adjacent properties, as the home is located immediately next to our water tanks.

- Mr. Cleverly started construction on his foundation for his addition to his home without a building permit being issued. But Mr. Beddo allowed this to happen anyway and allowed for building inspections.
- A judge will determine if this creates any liability for the town.

STATUS: We are working with Mr. Cleverly to find an in-home sprinkler solution that will allow the fire department to sign off on the building permit, so the Town can issue the building permit.

Gateway Subdivision (Richard Wry)

Attorney Justin Heideman

Location: South side of Main Street and HWY-59

Issue: Mr Wry believes that he has received preliminary plat approval for a subdivision on Main Street, and demands that the Town agree and work with him on approval of his construction plans for the subdivision.

The Town believes his preliminary plat was tabled and later expired, due to inactivity on his part.

- If it turns into a lawsuit and goes to trial, a judge will decide if the minutes and video recordings from the December 2021 Town Council meeting supports Mr. Wry claim or the Towns.

Status: We are waiting to see if they will file an actual lawsuit, or simply follow our subdivision ordinances and try to get their approvals.

Ladd McDonald

Lawyer Richard Allen

Location: Next to Wells Estates

Issue: Mr Ladd believes that his property is already zoned 1 acre, and that he does not need a zoning change in order to develop his property.

The Town believes that the Town records do not support Mr. Ladd's claim.

- If this turns into a lawsuit a Judge will determine if Mr. McDonald is right or the Town.

- **Status:** We are waiting to see if they will file an actual lawsuit, or simply follow our subdivision ordinances and try to get their approvals.

David Zolg, Jr (prior Fire chief)

Personnel Issues

Issue: Mr Beddo, fired Town Fire chief David Zolg for warning neighbors of one of the towns water tanks, that had sprung a leak. Chief Zolg thought the leak might get worse and cause harm or damage to neighbors below the tanks. Mr. Beddo disagreed and Fired Chief Zolg.

Chief Zolg felt it was a wrongful termination, as he was just doing his job and sued the Town for wrongful termination.

If a settlement is not reached, a Judge will determine if Mr. Beddo is right in his claims or Chief Zolg is.

Status: It looks like this will not go to court, as a settlement is being worked out presently.

Daniel Musser the Police/Fire Chief hired by Mr. Beddo.

Lawyer Justin Heideman

Personnel Issue

Issue: Just two months before his terms as mayor was up, Mr. Beddo hired Daniel Musser to be the combined fire/police chief for Apple Valley to replace Chief Zolg.

- In January 2022, Mayor Mason Walters fired Mr. Musser as she determined he was qualified for the jobs, plus she felt part of his employment contract was not legal.
- If this case reaches a judge, the judge will have to determine the following, among other issues:
- Did Mr. Beddo have the unilateral authority to hire a new Fire/Police chief, without Town Council approval?
- With no fire experience or certifications was Mr. Musser qualified for the fire chief job?
- With only having patrol officer experience from Colorado City Marshall's office was Mr. Musser qualified for the police chief job?
- Was it legal to put Mr. Musser on a fixed wage PLUS 60% of all income derived from issuing tickets as a police chief?
- Was it legal to have no probation period in his contract and a one year severance pay for "ANY" Termination.

STATUS: A Lawyer has been assigned and are in the process of doing discovery in the case.

Bitter Bean Coffee Shop Richard Fischer

Lawyer Justin Heideman

Location: Immediately adjacent to the Town Mail boxes and bus stop.

Issue: Mr. Beddo leased the Town owned property to Richard Fischer for a coffee shop. When Mayor Mason Walters took office in January 2022, she discovered the lease and the terms of it, they issued an order to stop the construction until Mr Fischer complied with the towns codes and ordinances.

Mr. Fischer sued the Town for stopping him from opening his business.

Mr. Fischer filed a motion to get permission to open his coffee shop while the lawsuit was adjudicated. The judge not only denied the motion but also made the following rulings that:

- The lease was invalid.
- The Plaintiff (Fischer) is not likely to prevail on the merits of the lawsuit.

Items to be ruled on by the Judge if case continues:

When or if the merit of the case goes to trial, the judge will have to determine the following:

- Did Mr. Beddo have the right to lease the property without Town Council approval?
- Did Mr. Beddo have the right to only offer the property to Mr. Fischer, and not offer the property to the public?
- Did Mr. Beddo have the right to just determine the lease amount without getting an appraisal?
- Did Mr. Beddo have the right to claim that the property did not need a zoning change because it was owned by the Town? (Judge already ruled that the town is not exempt from its own zoning ordinances.
- Did Mr. Beddo have the right to lease the property for 20 years without the Town being able to terminate the lease?
- Did Mr. Beddo have the right to waive all impact fees for Mr. Fischer, that's required by all other businesses?
- Did Mr. Beddo have the right to not require a Site Plan approval through the Planning Commission?
- Did Mr. Beddo have the right to not require site improvements, like paving roads in front of the business, install required parking etc etc, that is required of all other businesses?
- Can Mr. Fischer claim Estoppel (he did not know that some things were not legal in his contract, but trusted Mr. Beddo). Judge already ruled that he cannot, since he should know better, as he was a member of the Towns Planning Commission.
- Is the lease legal and enforceable? The judge already ruled that it is not.

Status: Attorneys has been assigned and the case is in the discovery phase.

Canaan Mountain Estates Phase 2 Pat Melfi

Attorney Justin Heideman
Location: Next to Canaan Mountain Estates Phase 1

Issue: Mr. Melfi bought some property where the previous owner had received preliminary plat approval for a 36 lot subdivision in 2007, but due to the market crash in 2008, the owner stopped construction of the improvements. The owner asked for and was granted a one year extension of the preliminary and final plat in August of 2008 by the Town. All subdivision approvals expired in August of 2009.

Mr. Melfi and Mr. Beddo determined that all Mr. Melfi needed to bring this subdivision back from the dead, was for Mr. Beddo to say so, in violation of all the Towns subdivision ordinances.

If this case goes to trial, the judge will have to determine the following:

- Did Mr Beddo have the right to not require a dead subdivision to get preliminary and final plat approvals, and just approve it by himself?
- Did Mr. Beddo have the right to not require the developer to follow the Towns current design standards for the subdivision?
- Did Mr. Beddo have the right require the developer to deliver only ½ acre foot of water for each lot, when the Water District Policy is one AF for each lot?
- Did Mr. Beddo have the right to not make the developer follow fire code for additional access points for the subdivision?
- Did Mr. Beddo have right to guarantee water from Canaan Springs, without board approval, when the Water District had already allocated that water for the Cedar Point area?

Status: Attorneys has been assigned, and the case is in the discovery phase. It does however, appear as if the developer might be coming around, as his engineer has contacted the Town to try to work out what they need to do to get the needed approvals to develop the subdivision.

Desert Rose Mr. Richard Wry

Attorney Justin Heideman

Location: Adjacent to the road to Gooseberry

Issue: Mr. Wry bought a property to build 268 lots in 2007 and received Town preliminary plat, construction plan and final plat approvals back then. When the market crashed in 2008, Mr. Wry stopped construction on his subdivision and subsequently lost the property to foreclosure.

Mr. Wry claims that that he lost the property to foreclosure because the town failed to deliver their final plat back to them in 2007, so he could record the plat and start selling lots.

The Town code requires that either developers bond for their improvements or install all improvements, before a Final plat can be recorded by the Town Attorney, and since Mr. Wry did neither, that is the reason his plat was not recorded, not any error on the Towns part. We also are sure that the statue of limitations has expired long ago.

Status: The case has been assigned to a lawyer and we are in the discovery phase.

Any Questions that we did not answer in our presentations?

APPLE VALLEY
ORDINANCE O-2022-59

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

SECTION 1: **AMENDMENT** "1.08.010 Sentencing" of the Apple Valley Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

1.08.010 Sentencing

A. Penalty for Violation of Ordinance:

1. Specified: The county commissioners may impose a maximum criminal penalty for the violation of any municipal ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated section 76-3-301 or by a term of imprisonment up to six (6) months, or by both the fine and term of imprisonment.

2. Traffic; Parking:

a. Except as specifically authorized by statute, the legislative body may not impose a civil penalty for the violation of a county traffic ordinance.

b. Subsection A2a of this section does not apply to an ordinance regulating the parking of vehicles on a highway.

B. Term of Imprisonment For Misdemeanors: A person who has been convicted of a misdemeanor may be sentenced to imprisonment as follows:

1. In the case of a class B misdemeanor, for a term not exceeding six (6) months;

2. In the case of a class C misdemeanor, for a term not exceeding ninety (90) days.

C. Infractions:

1. A person convicted of an infraction may not be imprisoned but may be subject to a fine, forfeiture and disqualification, or any combination.

2. Whenever a person is convicted of an infraction and no punishment is specified, the person may be fined as for a class C misdemeanor.

D. Fines of Persons: A person convicted of an offense may, in addition to any term of imprisonment imposed, be sentenced to pay a fine not to exceed:

1. Class B Misdemeanor: One thousand dollars ($1,000.00) when the conviction is of a class B misdemeanor conviction; and

2. Class C Misdemeanor; Infraction: Seven hundred fifty dollars ($750.00) when the conviction is of a class C misdemeanor conviction or infraction conviction.

E. Fines of Corporations: The sentence to pay a fine, when imposed upon a corporation, association, partnership or governmental instrumentality for an offense defined in this code, or the ordinances of the county, or for an aoffense defined outside of this code over which this county has jurisdiction, for which no special corporate fine is specified, shall be to pay an amount fixed by the court, not exceeding:

1. Class B Misdemeanor: Five thousand dollars ($5,000.00) when the conviction is for a class B misdemeanor conviction; and

2. Class C Misdemeanor; Infraction: One thousand dollars ($1,000.00) when the conviction is for a class C misdemeanor conviction or for an infraction conviction.

AFTER AMENDMENT

1.08.010 Sentencing

A. Penalty for Violation of Ordinance:

1. Specified: The town council ~~county commissioners~~ may impose a maximum criminal penalty for the violation of any municipal ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated section 76-3-301 or by a term of imprisonment up to six (6) months, or by both the fine and term of imprisonment.

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E. Fines of Corporations: The sentence to pay a fine, when imposed upon a corporation, association, partnership or governmental instrumentality for an offense defined in this code, or the ordinances of the town~~county~~, or for an ~~a~~offense defined outside of this code over which this town~~county~~ has jurisdiction, for which no special corporate fine is specified, shall be to pay an amount fixed by the court, not exceeding:

1. Class B Misdemeanor: Five thousand dollars ($5,000.00) when the conviction is for a class B misdemeanor conviction; and

2. Class C Misdemeanor; Infraction: One thousand dollars ($1,000.00) when the conviction is for a class C misdemeanor conviction or for an infraction conviction.

SECTION 2: **AMENDMENT** "1.08.020 Offenses Designated; Classified" of the Apple Valley Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

1.08.020 Offenses Designated; Classified

A. Sentencing in Accordance with Chapter:

1. A person adjudged guilty of an offense under this code or the ordinances of this county shall be sentenced in accordance with the provisions of this chapter.

2. Ordinances enacted after the effective date of this code which involve an offense should be classified for sentencing purposes in accordance with this chapter, unless otherwise expressly provided.

B. Designation of Offenses: Offenses are designated as misdemeanors or infractions.

C. Misdemeanors Classified:

1. Misdemeanors are classified into tow (2) categories:

a. Class B misdemeanors;

b. Class C misdemeanors.

2. An offense designated as a misdemeanor or any act prohibited or declared to be unlawful in this code or any ordinance of this county when no other specification as to punishment or category is made, is a class B misdemeanor.

D. Infractions:

1. Infractions are not classified.

2. Any offense which is made an infraction in this code or other ordinances of this county, or which is expressly designated an infraction and any offense designated by this code or other ordinances of this county which is not designated as a misdemeanor and for which no penalty is specified is an infraction.

E. Continuing Violation: In all instances where the violation of this code or any ordinance hereinafter enacted is a continuing violation, a separate offense shall be deemed committed on each day during or on which the violation occurs or continues to occur.

AFTER AMENDMENT

1.08.020 Offenses Designated; Classified

A. Sentencing in Accordance with Chapter:

1. A person adjudged guilty of an offense under this code or the ordinances of this town~~county~~ shall be sentenced in accordance with the provisions of this chapter.

2. Ordinances enacted after the effective date of this code which involve an offense should be classified for sentencing purposes in accordance with this chapter, unless otherwise expressly provided.

B. Designation of Offenses: Offenses are designated as misdemeanors or infractions.

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1. Misdemeanors are classified into tow (2) categories:

a. Class B misdemeanors;

b. Class C misdemeanors.

2. An offense designated as a misdemeanor or any act prohibited or declared to be unlawful in this code or any ordinance of this town~~county~~ when no other specification as to punishment or category is made, is a class B misdemeanor.

D. Infractions:

1. Infractions are not classified.

2. Any offense which is made an infraction in this code or other ordinances of this town~~county~~, or which is expressly designated an infraction and any offense designated by this code or other ordinances of this town~~county~~ which is not designated as a misdemeanor and for which no penalty is specified is an infraction.

E. Continuing Violation: In all instances where the violation of this code or any ordinance hereinafter enacted is a continuing violation, a separate offense shall be deemed committed on each day during or on which the violation occurs or continues to occur.

SECTION 3: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____
Council Member | Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Frank Lindhardt, Mayor,, Apple Valley

TOWN OF APPLE VALLEY

RESOLUTION R-2022-50

A RESOLUTION APPOINTING PLANNING COMMISSION MEMBERS

WHEREAS, the Town of Apple Valley by ordinance (Ordinance No. 2004-2-0) established a Planning Commission, which requires the mayor, with the advice and consent of the town council, to appoint regular members of the Planning Commission; and

WHEREAS, Forrest Kuehne has resigned from the Planning Commission; and

WHEREAS, Richard Fischer has resigned from the Planning Commission; and

WHEREAS, Mayor Frank G. Lindhardt along with the Town Council release Margaret Ososki and Garth Hood as an Alternate Planning Commission members and nominate them for appointment to the Planning Commission as regular members.

NOW, THEREFORE, at a meeting of the legislative body of the Town of Apple Valley, Utah, duly called, noticed, and held on the 16th day of November 2022, and upon motion duly made and seconded,

BE IT RESOLVED AS FOLLOWS:

Margaret Ososki is appointed as regular member of the Town of Apple Valley Planning Commission whose less than 2-month term will expire on January 2, 2023;

Garth Hood is appointed as regular member of the Town of Apple Valley Planning Commission whose 2-year and 1-month term will expire on January 6, 2025;

EFFECTIVE DATE: This Resolution shall be in full force and effect from November 16, 2022.

PRESIDING OFFICER

_____
Frank G. Lindhardt, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Recorder

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member| Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____

OATH OF OFFICE

STATE OF UTAH

I, Margaret Ososki *, having been elected or appointed to*

Print Name

the office of Planning Commissioner Member

do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of the State of Utah, and that I will discharge the duties of my office with fidelity.

_____

Signature

State of Utah,
County of Washington

Subscribed and sworn to before me this _____day of_____ , 20_____

_____

*Person Administering Oath

Recorder

Title

*Utah Code § 78B-1-142: "Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations."

File oath by sending to: Oath of Office, Utah State Archives, 346 Rio Grande, Salt Lake City, UT, 84101

OATH OF OFFICE

STATE OF UTAH

I, Garth Hood *, having been elected or appointed to*

Print Name

the office of Planning Commissioner Member

do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of the State of Utah, and that I will discharge the duties of my office with fidelity.

_____

Signature

State of Utah,
County of Washington

Subscribed and sworn to before me this _____day of_____ , 20_____

_____

*Person Administering Oath

Recorder

Title

*Utah Code § 78B-1-142: "Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations."

File oath by sending to: Oath of Office, Utah State Archives, 346 Rio Grande, Salt Lake City, UT, 84101

APPLE VALLEY PLANNING DEPARTMENT
ZONING CHANGE REVIEW

PARCEL ID: AV-1354-NP-6-A

PLANNING COMMISSION SCHEDULED MEETING DATE: **October 5TH, 2022**

TOWN COUNCIL SCHEDULED MEETING DATE: **October 19TH, 2022**

PROPERTY OWNER: Sophia J. Daley, Colton B Winder, Tamara A Winder

AGENT: Sophia Daley

ACRES: 5.00

CURRENT ZONE: Open Space Transition PROPOSED ZONE: Agricultural 5 Acre

GENERAL PLAN ZONE: Residential Low: 7+ Acres

COMMENTS: This property consists of 5.00 acres that is undeveloped and is currently zoned OST. It is bordered by OST properties to the North, East, and South as well as OSC (Open Space Conservation) to the West. There are residential properties to the East and South of this property. It appears that the property will have water via a private well as it is too far from any municipal water services. Rocky Mountain Power has supplied a will serve letter stating that they will be able to provide power to the property. Applicant has also submitted an agreement for approval of onsite wastewater system from Ash Creek Special Services District.

The following is our report based upon the property location and other facts:

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE When approving a zone change, the following factors should be considered by the Planning Commission and Town Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives, and Policies of the Town's General Plan;

   The general plan shows this property as a low-density residential area. The proposed zoning of Agricultural 5 acre is consistent with a low-density zone.

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

   This property is surrounded by mostly undeveloped property with 2 residences, one to the east and one to the north of the property.

3. The extent to which the proposed amendment may adversely affect adjacent property; and

   This property is consistent with the surrounding property.

4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and wastewater and refuse collection.

   Applicant has provided documentation for most major utility services.

Example of a motion to Approve this application:

I make the motion we recommend approval to the Town Council for the zoning change for AV-1354-NP-6-A from OST to A-5 based on the information provided in the staff report.

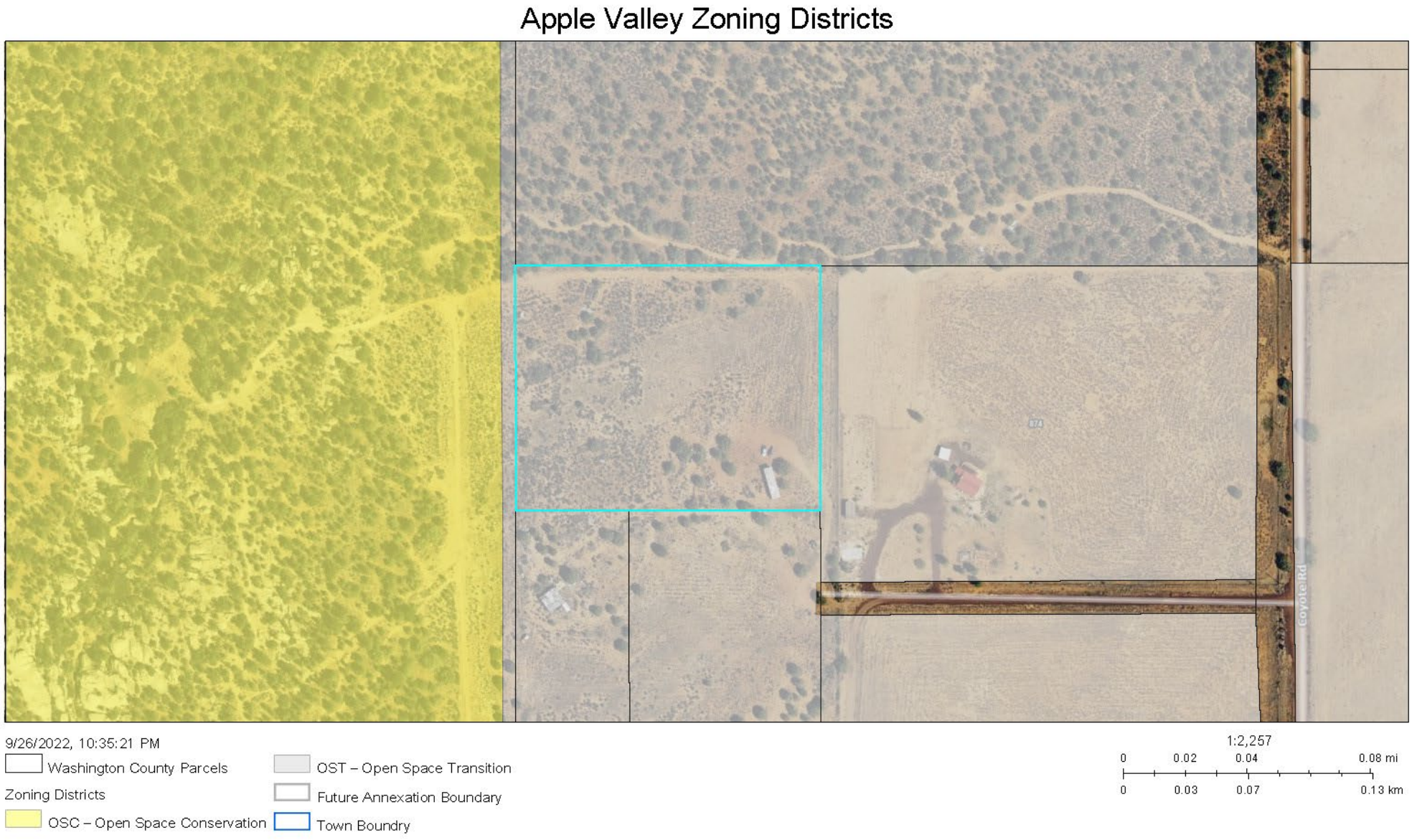
Example of a motion to Approve this application with conditions:

I make the motion we recommend approval to the Town Council for the zoning change for AV-1354-NP-6-A from OST to A-5 with the following conditions:

Example of a motion to Deny this application

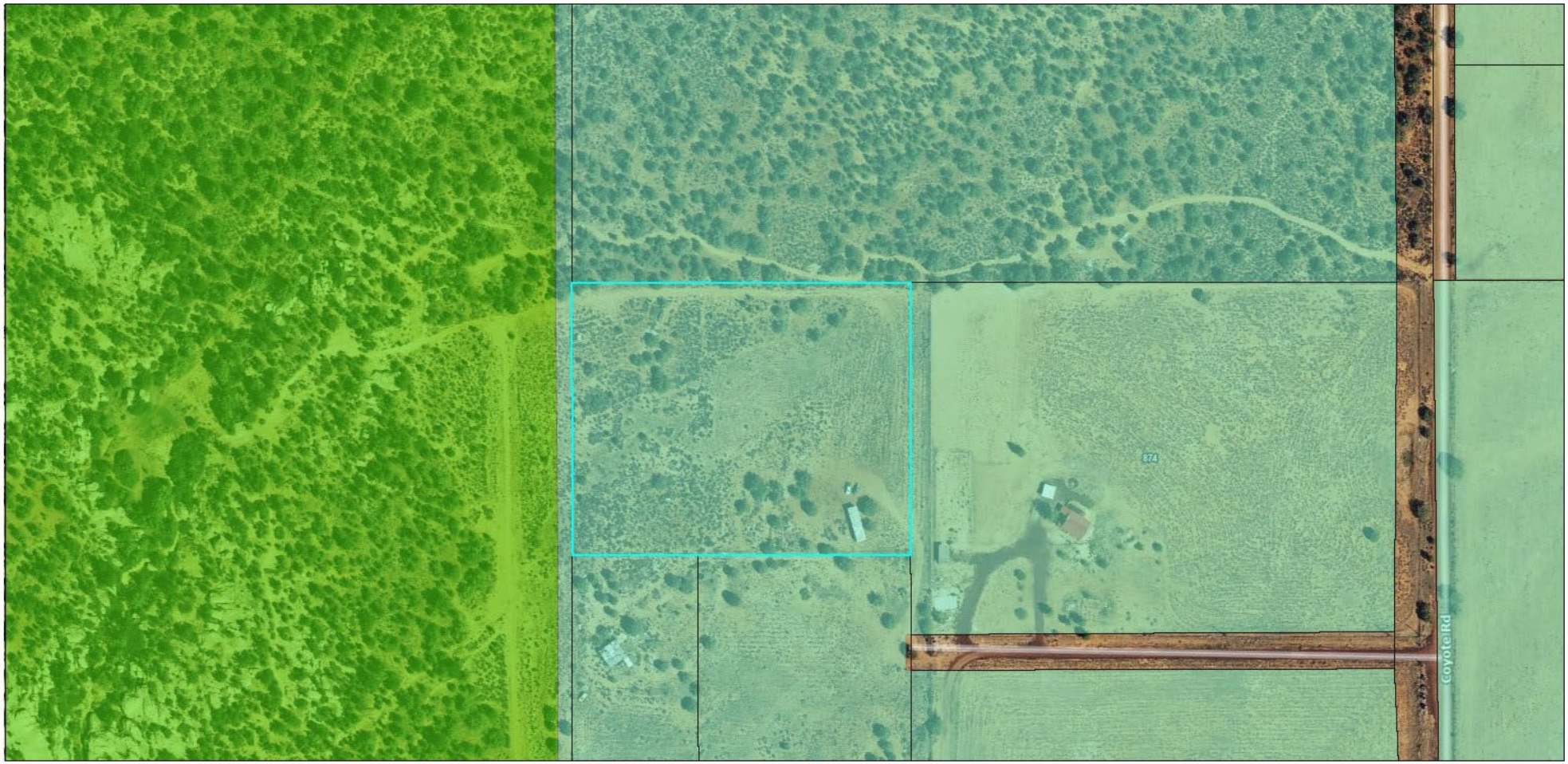
I make the motion we recommend denial to the Town Council for the zoning change for AV-1354-NP-6-A from OST to A-5 based on the information provided in the staff report.

Current Zoning



General Plan

Apple Valley Zoning Districts



9/26/2022, 10:36:55 PM

Washington County Parcels

General Plan

OS - Open Space

R3 - Residential Low: 7 + Acres

Future Annexation Boundary

Town Boundry

1:2,257

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

AERIAL MAP

Apple Valley Zoning Districts



9/26/2022, 10:37:46 PM

Washington County Parcels

Future Annexation Boundary

Town Boundry

1:2,257

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Town of Apple Valley
Sunrise Cloud SMART GIS®

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

Fee: $1,100.00 + Acreage Fee	
1 – 100 Acres:	$25.00/Acre
101 – 500 Acres:	$15.00/Acre
501 + Acres:	$ 5.00/Acre

Zone Change Application

Applications Must Be Submitted A Minimum of 21 Days in Advance of The Planning Commission Meeting

Owner: The Little Creek Living Trust Dated April 28, 2021	Phone: [redacted]
Address: [redacted]	Email: [redacted]
City: [redacted] State: [redacted] Zip: [redacted]	
Agent: (If Applicable) Sophia Daley	Phone: [redacted]
Address/Location of Property: AV-1354-NP-6-A	Parcel ID: AV-1354-NP-6-A
Existing Zone: OST	Proposed Zone: Agricultural
For Planned Development Purposes: Acreage in Parcel 5 Acres	Acreage in Application 5 Acres
Reason for the request: Constructing Residence, & Farm	

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

- [x] A. The name and address of owners in addition to above owner.
- [x] B. An accurate property map showing the existing and proposed zoning classifications
- [x] C. All abutting properties showing present zoning classifications
- [x] D. An accurate legal description of the property to be rezoned
- [x] E. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- [x] 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
- [x] G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- [x] H. Signed and notarized Acknowledgement of Water Supply (see attached).

Official Use Only	Amount Paid: $ 1,225.00	Receipt No: 41265
Date Received: 9/14/22	Date Application Deemed Complete:	
By:	By:	

Note: To avoid delays in processing your Zone Change request, it is important that all applicable information noted above, along with the fee, is submitted with the application. An incomplete application will not be scheduled for the Planning Commission. Planning Commission meetings are held on the second and fourth Wednesday of each month at 6:00 pm. Submission of a completed application does not guarantee your application will be placed on the next PC meeting agenda. It may be placed on the next available PC meeting agenda.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change, the following factors shall be considered by the Planning Commission and Town Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives and Policies of the Town's General Plan;

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

3. The extent to which the proposed amendment may adversely affect adjacent property; and

4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

PROCESS

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report and forward a recommendation to the Town Council for approval, approval with modifications, or denial of the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the Town Council will consider and act on the Commission's recommendation. The action of the Town Council is final. If denied, a similar application generally cannot be heard for a year.

Parcel ID# AV-1354-NP-

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

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Colton B. Winder, Tamara A. Winder, & Eliza Sophia J. Daley am/are the applicant(s) of the application known as Zone Change Application located on parcel(s) AV-1354-NP-6-A within the Town of Apple Valley, Washington County, Utah.

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

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

Signature(s):

Name	Applicant/Owner	Date
Eliza Sophia J. Daley as Trustee	Eliza Sophia J. Daley as trustee	9/14/22
Tamara A Winder	Tamara A. Winder, as trustee	9/14/22
	Colton B. Winder, as trustee	9/14/22

State of Utah)
)§
County of Washington)

On this 14 day of September, in the year 2022, before me, Makail Lallis a notary public, personally appeared Eliza Daley, Tamara Winder, Colton Winder, 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. Makail Lallis
(notary signature)

(seal)

MAKAIL LALLIS
Notary Public - State of Utah
Comm. No. 718777
My Commission Expires on
Jun 14, 2025

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

I (We) Eliza Sophia J. Daley, Tamara A. Winder, Cotton B. Winder, As Trustees, being duly sworn, deposed 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.

as trustor
Property Owner

Eliza Sophia J. Daley, As Trustee
Property Owner

Tamara A Winder, as trustee
Property Owner

Subscribed and sworn to me this 14 day of September, 2022.

Makail Lallis
Notary Public

MAKAIL LALLIS
Notary Public - State of Utah
Comm. No. 718777
My Commission Expires on
Jun 14, 2025

Residing in: 720 w State Street, Hurricane, UT

My Commission Expires: June 14, 2025

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: _____

ZONE CHANGE APPLICATION:
Applicant: The Little Creek Living Trust Dated April 28,2021

Submittal Requirements:

A. Name & Addresses of person(s) the applicant represents (Below):
Colton Winder – 331 S. 1230 W., Hurricane, UT. 84737
Tamara Winder – 331 S. 1230 W., Hurricane, UT. 84737
Sophia Daley – 331 S. 1230 W., Hurricane, UT. 84737

B. Accurate Property map showing existing & proposed zoning classifications. (Attached)

C. All Abutting properties showing present zoning classifications (Attached)

D. Accurate Legal Description of the property to be rezoned (Below)

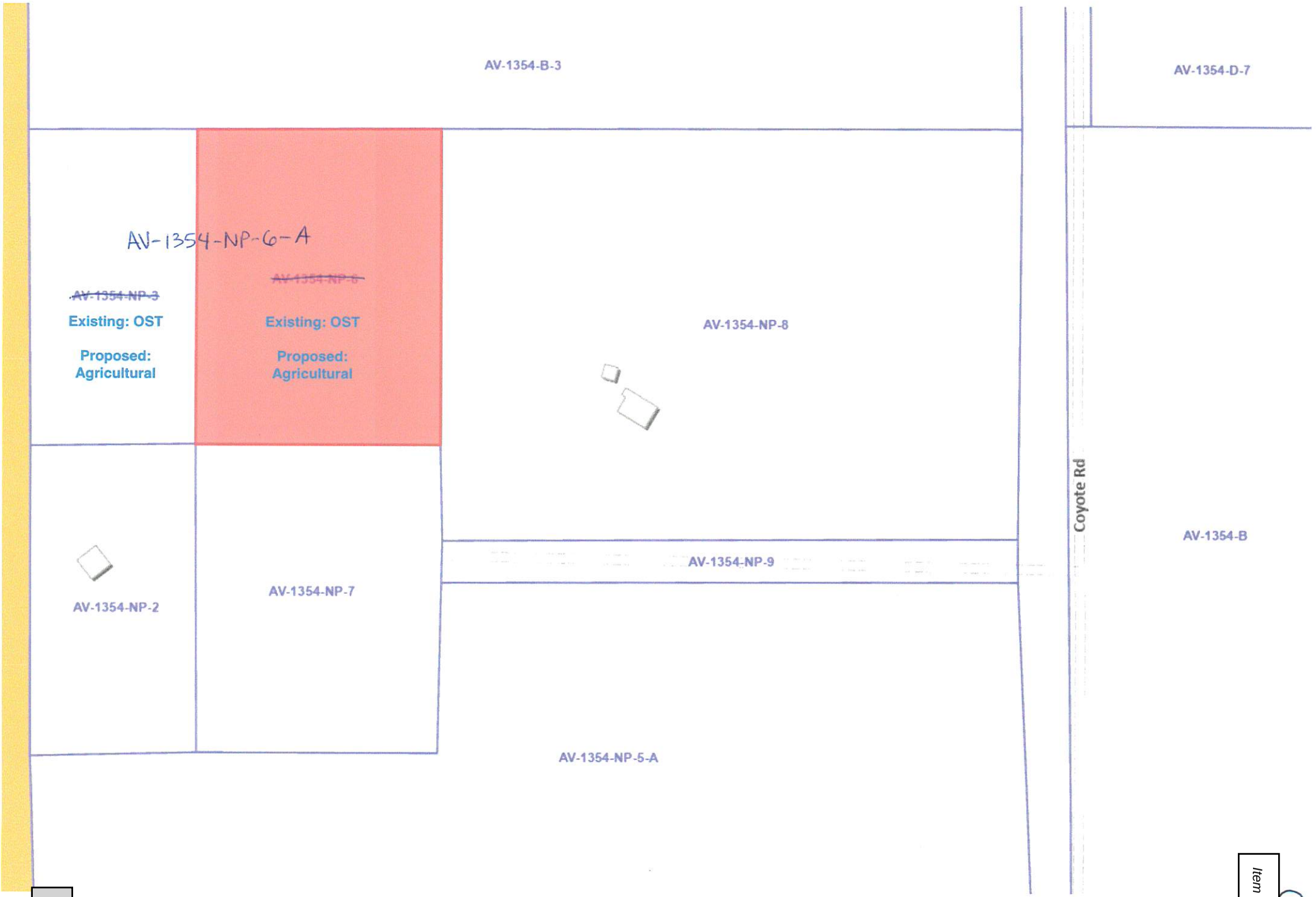
AV-1354-NP-6-A:
BEGINNING AT THE CENTER-WEST SIXTEENTH CORNER (NW COR, NE1/4 SW1/4) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE CENTER SECTION LINE SOUTH 89*55'43" EAST 521.78 FEET; THENCE SOUTH 00*02'12" EAST 417.42 FEET; THENCE NORTH 89*55'43 WEST 521.78 FEET TO A POINT ON WEST SIXTEENTH LINE OF SAID SECTION; THENCE ALONG SAID WEST SIXTEENTH LINE NORTH 00*02'12" WEST 417.42 FEET TO SAID CENTER-WEST SIXTEENTH CORNER AND THE POINT OF BEGINNING. CONTAINS 5.000 ACRES.

TOGETHER WITH A 16.5 FOOT WIDE RIGHT-OF-WAY ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8.

E. Stamped Envelopes with the names and address of all property owners within 500' (hand delivered to Apple Valley Offices)

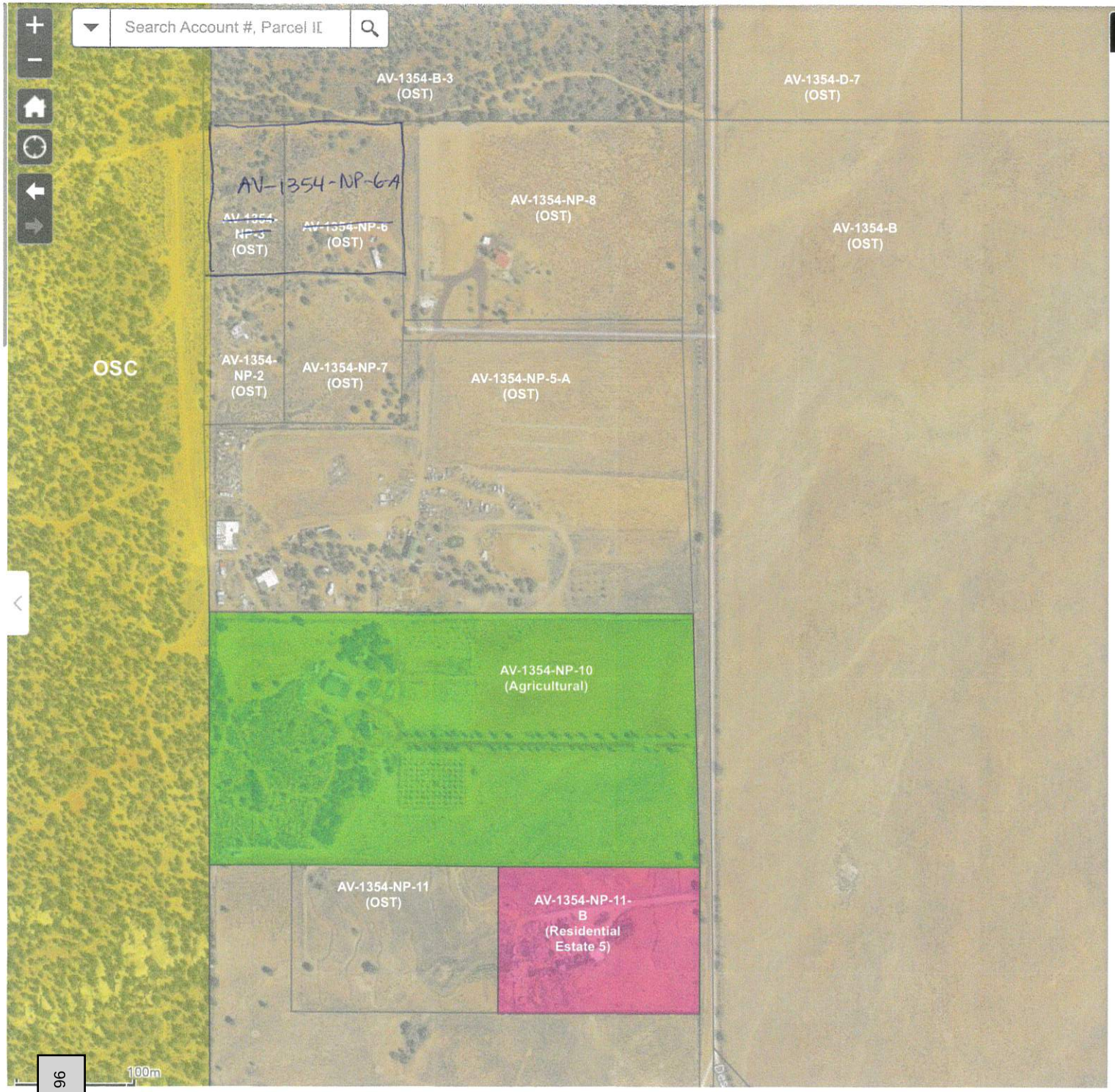
F. Warranty Deed showing ownership of property (Attached)

(B)


AV-1354-B-3
AV-1354-D-7
AV-1354-NP-6-A
~~AV-1354-NP-6~~
~~AV-1354-NP-3~~
Existing: OST
Proposed: Agricultural
Existing: OST
Proposed: Agricultural
AV-1354-NP-8
Coyote Rd
AV-1354-B
AV-1354-NP-9
AV-1354-NP-2
AV-1354-NP-7
AV-1354-NP-5-A

Item 10. (B)

(C)



Legend

Zoning Districts

- A - Agricultural
- C-1 - Convenience Commercial
- C-2 - Highway Commercial
- C-3 - General Commercial
- CABIN/TH - Cabin/Tourist Homes
- I-1 - Industrial
- M-1 - Manufacturing
- MH - Manufactured Housing Park
- OSC - Open Space Conservation
- OST - Open Space Transition
- PD - Planned Development
- RE-1 - Residential Estate 1
- RE-2.5 - Residential Estate 2.5
- RE-5 - Residential Estate 5
- RE-10 - Residential Estate 10
- RE-20 - Residential Estate 20
- RE-40 - Residential Estate 40
- RV-Park - Recreational Vehicle Park
- SF-1-10 - Single-Family Residential 1-10
- SF-1/2 - Single-Family Residential ½

Town Boundary

Washington County Parcels

DOC # 20220042944
Warranty Deed Page 1 of 2
Gary Christensen Washington County Recorder
09/14/2022 11:30:45 AM Fee $ 40.00
By ZION LIVESTOCK CO

WHEN RECORDED, MAIL TO:
The Little Creek Living Trust
628 S. 700 W.
Hurricane, UT 84737

Warranty Deed

Tax ID No. AV-1354-NP-3
Tax ID No. AV-1354-NP-6
Tax ID No. AV-1354-NP-9

Colton B. Winder, Tamara A. Winder, & Eliza Sophia J. Daley, Trustees of THE LITTLE CREEK LIVING TRUST DATED APRIL 28, 2021, Grantor, hereby Conveys and Warrants to Colton B. Winder, Tamara A. Winder, & Eliza Sophia J. Daley, Trustees of THE LITTLE CREEK LIVING TRUST DATED APRIL 28, 2021 or any amendments thereto, Grantee, the following described parcel of land in Washington County, State of Utah, to-wit:

(AV-1354-NP-3 and AV-1354-NP-6 combined description–single Tax ID No. to be assigned)
BEGINNING AT THE CENTER-WEST SIXTEENTH CORNER (NW COR, NE1/4 SW1/4) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE CENTER SECTION LINE SOUTH 89°55'43" EAST 521.78 FEET; THENCE SOUTH 00°02'12" EAST 417.42 FEET; THENCE NORTH 89°55'43" WEST 521.78 FEET TO A POINT ON WEST SIXTEENTH LINE OF SAID SECTION; THENCE ALONG SAID WEST SIXTEENTH LINE NORTH 00°02'12" WEST 417.42 FEET TO SAID CENTER-WEST SIXTEENTH CORNER AND THE POINT OF BEGINNING. CONTAINS 5.000 ACRES.

TOGETHER WITH A 16.5 FOOT WIDE RIGHT-OF-WAY ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8.

AND

(AV-1354-NP-9)
BEGINNING AT A POINT WHICH LIES SOUTH 89°55'43" EAST 521.78 FEET ALONG THE CENTER SECTION LINE AND SOUTH 00°02'12" EAST 548.44 FEET FROM THE CENTER-WEST SIXTEENTH CORNER (NW COR, NE1/4 SW1/4) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°02'12" EAST 50.00 FEET; THENCE SOUTH 89°55'43" EAST 521.78 FEET TO A POINT ON THE EAST BOUNDARY OF SAID NE1/4 SW1/4; THENCE ALONG THE ¼ SECTION LINE NORTH 00°01'24" WEST 50.00 FEET; THENCE NORTH 89°55'43" WEST 800.77 FEET TO THE POINT OF BEGINNING. CONTAINS 0.919 ACRE.

TOGETHER WITH all improvements and appurtenances there unto belonging.

SUBJECT TO easements, rights-of-way, restrictions, and reservations of record and those enforceable in law and equity.

Continued on Page 2

Tax ID No. AV-1354-NP-3
Tax ID No. AV-1354-NP-6
Tax ID No. AV-1354-NP-9

IN WITNESS WHEREOF, said Grantor has caused their names to be hereunto affixed, this 14th day of September, A.D. 2022.

Colton B. Winder, as trustee
Colton B. Winder, Trustee

Tamara A. Winder, as trustee
Tamara A. Winder, Trustee

Eliza Sophia J. Daley, as trustee
Eliza Sophia J. Daley, Trustee

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the date first above written, personally appeared before me, Colton B. Winder, Tamara A. Winder, & Eliza Sophia J. Daley, who being by me duly sworn, did say, each for themselves, that they are the Trustees of THE LITTLE CREEK LIVING TRUST DATED APRIL 28, 2021, and that they executed the document in behalf of said Trust being duly authorized and empowered to do so by the trust agreement of THE LITTLE CREEK LIVING TRUST DATED APRIL 28, 2021, and they did duly acknowledge before me that such trust executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public
My Commission Expires: Dec 11, 2024

JESSE HANSEN
Notary Public - State of Utah
Comm. No. 715719
My Commission Expires on
Dec 11, 2024

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

Rod Mills
Galloway and Company
801 -918 -7203
rodmills@gallowayus.com
September 01 2022

Dear Ms. Sophia Daly,

In my capacity as the Water District Engineer, I have reviewed your Will Serve Application and share the following;

Your parcel is too far from any pipelines in the district's system to provide Municipal water service to you at this time.

Your single family well and water right will continue to be your best water service option.

The Big Plains Water District will stand ready to be your water service provider at such time as our infrastructure is adjacent to your parcel.

If you have any further questions or if I can be of any further service to you, please don't hesitate to reach out to me. My cellular phone number is 801-918-7203.

Sincerely,
Rod Mills
District Engineer
Big Plains WSSSD

ROCKY MOUNTAIN POWER

Let's turn the answers on.

Dixie Service Center
Estimating Dept.
455 N. Old Hwy 91
Hurricane, UT 84737
Fax # (435)688-8351

August 17, 2022

Sophia Daley
Approx. 874 S. Coyote Road
Apple Valley, UT 84737

Re: Power to new Residence

Located: Parcel #'s AV-1354-NP-3 and AV-1354-NP-6

Dear Sophia Daley:

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 in this matter, please do not hesitate to call.

Sincerely,

Ruston Jenson
Estimator
Dixie Service Center
435-688-3708

When Recorded return to:
Ash Creek Special Service District
1350 S. Sand Hollow Rd.
Hurricane, UT 84737

AGREEMENT FOR APPROVAL OF ONSITE WASTEWATER SYSTEM OR ALTERNATE ONSITE WASTEWATER SYSTEM ON SINGLE LOTS/PARCELS

THIS AGREEMENT is made and entered into on this 24th day of August, 2022, by and between ASH CREEK SPECIAL SERVICE DISTRICT, a special service district organized and existing under the laws of the State of Utah, hereinafter to as "District", and **Colton B. Winder, Tamara A. Winder, Eliza Sophia J. Daley, as Trustees of The Little Creek Living Trust Dated April 28, 2021**, owners of certain real property located within the boundaries of the District, hereinafter referred to as "Owner".

RECITALS:

A. District is the governmental entity designated by the State of Utah and the Washington County Commission as the entity responsible for providing sewage collection and disposal services for the residents of Hurricane, LaVerkin, and Toquerville, Utah, respectively, and for developing and implementing rules and regulations pertaining to sewage collection and disposal in certain unincorporated areas of Washington County, Utah including the following territory, all of which lies within the Salt Lake Base and Meridian:

Ranges 10, 11, 12, 13 and 14 West in Townships 41, 42 and 43 South;
Ranges 10, 11, 12 and 13 West of Township 40 South;
Ranges 12 and 13 West of Township 39 South; and
Range 13 West and the South Half of Range 12 West in Township 38 South.

B. Owner is the owner of record of single lot/parcel **#AV-1354-NP-6** located within the district's service area.

C. Pursuant to Rule 309-600 and Rule 309-605 of the Utah Administrative Code, District has adopted rules and regulations to protect sources of drinking water from contamination and pollutants.

D. All property located within 300 feet of District's sewer system, or other wastewater treatment facility or system approved or operated by District, is required by District's rules and regulations, as a condition of development approval, to pay an impact fee and connect to District's sewer system, or other wastewater treatment facility or system approved or operated by District.

E. For single lots/parcels located more than 300 feet from District's sewer system, or other wastewater treatment facility or system approved or operated by District, said rules and regulations allow for the construction and installation of an onsite wastewater system or alternate onsite wastewater system, subject to such terms and conditions as may be reasonably required to protect sources of drinking water from contamination and pollutants.

F. Owner's single lot/parcel is more than 300 feet from District's sewer system, or other wastewater treatment facility or system approved or operated by District, and Owner desires to obtain District approval for construction and installation of an onsite wastewater system or alternate onsite wastewater system on said single lot/parcel.

G. The parties hereto desire to enter into a written agreement specifying the terms and conditions whereby District shall approve an onsite wastewater system or alternate onsite wastewater system for Owner's single lot/parcel described herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. For purposes of this agreement, the following terms and phrases shall have the following meanings:

(a) "onsite wastewater system" means an underground wastewater disposal system for domestic wastewater, usually consisting of a building sewer, a septic tank and an absorption system, which is designed for a capacity of 5,000 gallons per day or less and is not designed to serve multiple dwelling units which are owned by separate owners except condominium and twin homes.

(b) "building sewer" means the pipe which carries wastewater from the building drain to a wastewater disposal system or other point of disposal.

(c) "septic tank" means a watertight receptacle which receives the discharge of a drainage system or part thereof , designed and constructed so as to retain solids, digest organic matter through a period of detention and allow the liquids to discharge into the soil outside of the tank through an underground absorption system.

(d) "absorption system" means a device constructed under the ground surface to receive and to distribute effluent in such a manner that the effluent is effectively filtered and retained below ground surface.

(e) "alternate onsite wastewater system" means a system for treatment and disposal of domestic wastewater or wastes which consists of a building sewer, a septic tank, or other sewage treatment or storage unit and a disposal facility or method which is not a conventional system, but not including a surface discharge to the waters of the state.

(f) "conventional system" means an onsite wastewater system which consists of a building sewer, a septic tank, and an absorption system consisting of a standard trench, a shallow trench with capping fill, a chambered trench, a deep wall trench, a seepage pit or an absorption bed.

(g) "Hansen Allen Luce Study" means the Washington County Water Conservancy District and Cooperating Agencies Determination of Recommended Septic System Densities for Groundwater Quality Protection, Final Report, 1997, including all tables.

(h) "single lot/parcel" means any lot of any subdivision or any undivided parcel which meets, or is exempt from, the septic system densities of the Hansen Allen Luce Study and for which a permit is sought for construction of a single-family dwelling or other commercial building, or structure intended for use or occupancy by a single individual or entity.

2. Owner hereby covenants and warrants that he/she/it is the owner of record of the following described real property (hereinafter "the property") located in Washington County and more particularly described as follows:

(See Exhibit "A" attached hereto and
incorporated herein by this reference)

3. Owner further represents, covenants and agrees that the property is now, and in the future shall be used as, a single lot/parcel, as defined herein, and that the property meets the following requirements for a conventional or alternate onsite wastewater system (select one):

☒ **Conventional Onsite Wastewater System**

- Property complies in all respects with the Hansen Allen Luce Study and contains the minimum required acreage as identified in said study, or
- Property is exempt from the requirements of the Hansen Allen Luce Study pursuant to Article III Section 4 of the District's Rules of Operation

☐ **Alternate Onsite Wastewater System**

- The property does not meet the minimum acreage requirements identified in the Hansen Allen Luce Study or the exemption criteria specified in Article III Section 4 of the District's Rules of Operation, and Owner shall therefore be required to provide advanced treatment measures described in Resolution No. 15-3, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference as if fully set forth, including reduction of effluent nitrogen in accordance with said Resolution's not-to-exceed standards with a not to exceed design discharge of **20 mg/L**.

4. District acknowledges that sewer service is not available to the property through District's system, or other wastewater treatment system approved or operated by District, and hereby approves the construction and installation of an onsite wastewater system or alternate onsite wastewater system on the property, subject to the following terms and conditions:

(a) such onsite wastewater system or alternate onsite wastewater system shall receive written approval from the State of Utah Department of Health.

(b) any approved onsite wastewater system or alternate onsite wastewater system shall be constructed and installed in compliance with Rule 317-4-1 through 317-4-11 of the Utah Administrative Code and District's rules and regulations, as they now exist or as may be amended from time to time.

(c) in order to reimburse District for employee time and expenses incurred in administering and enforcing the provisions of this agreement and District's rules and regulations, Owner shall, prior to construction and installation of such onsite wastewater system or alternate onsite wastewater system, pay to District a non-refundable fee of $400.00 for every 1200 gallons of capacity of said system.

(d) except as may otherwise be agreed in writing by the parties, Owner shall be solely responsible and liable for maintenance, repair or replacement of said onsite wastewater system or alternate onsite wastewater system, which shall at all times be maintained in good condition and repair.

(e) at such time that sewer service becomes available through the extension of District's sewer system, or other wastewater treatment facility or system approved or operated by District, to within 300 feet of the property, Owner shall, within 60 days of the

date of such extension:

(i) pay to District the applicable impact fee, and

(ii) connect the building sewer on the property to District's sewer system, or other wastewater treatment facility or system approved or operated by District, in accordance with District's rules and regulations.

5. The parties hereto specifically understand and agree that construction and installation of any onsite wastewater system or alternate onsite wastewater system approved hereby shall be completed within two (2) years of the date of this agreement. In the event that such system is not constructed or installed within said two (2) year period, Owner shall be required to obtain new approval from District before commencement of construction and installation. In the event that Owner, without District approval, constructs and installs such a system after expiration of said two (2) year period, Owner shall: (a) be required to abide by all other terms and conditions of this agreement, and (b) reimburse all costs and expenses incurred by District in insuring after-the-fact compliance with all rules and regulations of District and the State of Utah Department of Health.

6. The parties hereto agree that the terms and conditions specified in this agreement shall inure to the benefit of and shall run with the property, and, upon recordation of this agreement at the office of the Washington County recorder in St. George, Utah, shall become binding upon the parties hereto, their heirs, successors and assigns who hereafter shall acquire an equitable or legal ownership interest in said property.

7. In the event of a breach or violation of any term or condition of this agreement, the party in violation or breach shall be responsible and liable to pay all costs and expenses incurred by the other party in the enforcement of said term or condition including court costs and reasonable attorneys' fee.

8. Time shall be of the essence in this agreement.

9. This agreement represents the final and complete understanding and agreement of the parties and shall not be changed or modified except in writing signed by both parties hereto.

10. This agreement shall be construed under the laws of the State of Utah.

IN WITNESS WHEREOF parties hereto have executed this agreement on the date first above written.

ASH CREEK SPECIAL SERVICE DISTRICT

Michael A Chandler, Superintendent

Attest:

Darrel Humphries, Secretary

Owner(s)

, as Trustee
The Little Creek Living Trust Dated April 28, 2021
(Colton B. Winder, as Trustee)

Tamara A. Winder, as Trustee
The Little Creek Living Trust Dated April 28, 2021
(Tamara A. Winder, as Trustee)

Eliza Sophia J. Daley, as trustee
The Little Creek Living Trust Dated April 28, 2021
(Eliza Sophia J. Daley, as Trustee)

Personally appeared before me Owner(s) **Colton B. Winder, Tamara A. Winder,** and **Eliza Sophia J. Daley,** as Trustee's of **The Little Creek Living Trust Dated April 28, 2021,** on the 24 day of AUGUST, 2022, who being sworn duly sworn upon oath did say he/she/it/ they are the signers of the above and foregoing agreement and that he/she/they/it signed the same for the reasons stated therein.

Notary Public

JESSE HANSEN
Notary Public - State of Utah
Comm. No. 715719
My Commission Expires on
Dec 11, 2024

"See Attached legal description"

LEGAL DESCRIPTION

Parcel #: AV-1354-NP-6

BEGINNING AT A POINT S. 89*55'43 E., ALONG THE ¼ SECTION LINE, 208.71 FEET FROM THE NORTHWEST CORNER OF THE NE1/4 SW1/4 OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S. 89*55'43 E. 313.07 FEET; THENCE S. 0*02'12 E. 417.42 FEET; THENCE N. 89*55'43 W. 313.07 FEET; THENCE N. 0*02'12 W. 417.42 FEET TO THE POINT OF BEGINNING.

When Recorded return to:
Ash Creek Special Service District
350 S. Sand Hollow Rd.
Hurricane, UT 84737

AGREEMENT FOR APPROVAL OF ONSITE WASTEWATER SYSTEM OR ALTERNATE ONSITE WASTEWATER SYSTEM ON SINGLE LOTS/PARCELS

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RECITALS:

A. District is the governmental entity designated by the State of Utah and the Washington County Commission as the entity responsible for providing sewage collection and disposal services for the residents of Hurricane, LaVerkin, and Toquerville, Utah, respectively, and for developing and implementing rules and regulations pertaining to sewage collection and disposal in certain unincorporated areas of Washington County, Utah including the following territory, all of which lies within the Salt Lake Base and Meridian:

Ranges 10, 11, 12, 13 and 14 West in Townships 41, 42 and 43 South;
Ranges 10, 11, 12 and 13 West of Township 40 South;
Ranges 12 and 13 West of Township 39 South; and
Range 13 West and the South Half of Range 12 West in Township 38 South.

B. Owner is the owner of record of single lot/parcel **#AV-1354-NP-3** located within the district's service area.

C. Pursuant to Rule 309-600 and Rule 309-605 of the Utah Administrative Code, District has adopted rules and regulations to protect sources of drinking water from contamination and pollutants.

D. All property located within 300 feet of District's sewer system, or other wastewater treatment facility or system approved or operated by District, is required by District's rules and regulations, as a condition of development approval, to pay an impact fee and connect to District's sewer system, or other wastewater treatment facility or system approved or operated by District.

E. For single lots/parcels located more than 300 feet from District's sewer system, or other wastewater treatment facility or system approved or operated by District, said rules and regulations allow for the construction and installation of an onsite wastewater system or alternate onsite wastewater system, subject to such terms and conditions as may be reasonably required to protect sources of drinking water from contamination and pollutants.

F. Owner's single lot/parcel is more than 300 feet from District's sewer system, or other wastewater treatment facility or system approved or operated by District, and Owner desires to obtain District approval for construction and installation of an onsite wastewater system or alternate onsite wastewater system on said single lot/parcel.

G. The parties hereto desire to enter into a written agreement specifying the terms and conditions whereby District shall approve an onsite wastewater system or alternate onsite wastewater system for Owner's single lot/parcel described herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. For purposes of this agreement, the following terms and phrases shall have the following meanings:

(a) "onsite wastewater system" means an underground wastewater disposal system for domestic wastewater, usually consisting of a building sewer, a septic tank and an absorption system, which is designed for a capacity of 5,000 gallons per day or less and is not designed to serve multiple dwelling units which are owned by separate owners except condominium and twin homes.

(b) "building sewer" means the pipe which carries wastewater from the building drain to a wastewater disposal system or other point of disposal.

(c) "septic tank" means a watertight receptacle which receives the discharge of a drainage system or part thereof , designed and constructed so as to retain solids, digest organic matter through a period of detention and allow the liquids to discharge into the soil outside of the tank through an underground absorption system.

(d) "absorption system" means a device constructed under the ground surface to receive and to distribute effluent in such a manner that the effluent is effectively filtered and retained below ground surface.

(e) "alternate onsite wastewater system" means a system for treatment and disposal of domestic wastewater or wastes which consists of a building sewer, a septic tank, or other sewage treatment or storage unit and a disposal facility or method which is not a conventional system, but not including a surface discharge to the waters of the state.

(f) "conventional system" means an onsite wastewater system which consists of a building sewer, a septic tank, and an absorption system consisting of a standard trench, a shallow trench with capping fill, a chambered trench, a deep wall trench, a seepage pit or an absorption bed.

(g) "Hansen Allen Luce Study" means the Washington County Water Conservancy District and Cooperating Agencies Determination of Recommended Septic System Densities for Groundwater Quality Protection, Final Report, 1997, including all tables.

(h) "single lot/parcel" means any lot of any subdivision or any undivided parcel which meets, or is exempt from, the septic system densities of the Hansen Allen Luce Study and for which a permit is sought for construction of a single-family dwelling or other commercial building, or structure intended for use or occupancy by a single individual or entity.

2. Owner hereby covenants and warrants that he/she/it is the owner of record of the following described real property (hereinafter "the property") located in Washington County and more particularly described as follows:

(See Exhibit "A" attached hereto and
incorporated herein by this reference)

3. Owner further represents, covenants and agrees that the property is now, and in the future shall be used as, a single lot/parcel, as defined herein, and that the property meets the following requirements for a conventional or alternate onsite wastewater system (select one):

☒ **Conventional Onsite Wastewater System**

- Property complies in all respects with the Hansen Allen Luce Study and contains the minimum required acreage as identified in said study, or
- Property is exempt from the requirements of the Hansen Allen Luce Study pursuant to Article III Section 4 of the District's Rules of Operation

☐ **Alternate Onsite Wastewater System**

- The property does not meet the minimum acreage requirements identified in the Hansen Allen Luce Study or the exemption criteria specified in Article III Section 4 of the District's Rules of Operation, and Owner shall therefore be required to provide advanced treatment measures described in Resolution No. 15-3, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference as if fully set forth, including reduction of effluent nitrogen in accordance with said Resolution's not-to-exceed standards with a not to exceed design discharge of **20 mg/L**.

4. District acknowledges that sewer service is not available to the property through District's system, or other wastewater treatment system approved or operated by District, and hereby approves the construction and installation of an onsite wastewater system or alternate onsite wastewater system on the property, subject to the following terms and conditions:

(a) such onsite wastewater system or alternate onsite wastewater system shall receive written approval from the State of Utah Department of Health.

(b) any approved onsite wastewater system or alternate onsite wastewater system shall be constructed and installed in compliance with Rule 317-4-1 through 317-4-11 of the Utah Administrative Code and District's rules and regulations, as they now exist or as may be amended from time to time.

(c) in order to reimburse District for employee time and expenses incurred in administering and enforcing the provisions of this agreement and District's rules and regulations, Owner shall, prior to construction and installation of such onsite wastewater system or alternate onsite wastewater system, pay to District a non-refundable fee of $400.00 for every 1200 gallons of capacity of said system.

(d) except as may otherwise be agreed in writing by the parties, Owner shall be solely responsible and liable for maintenance, repair or replacement of said onsite wastewater system or alternate onsite wastewater system, which shall at all times be maintained in good condition and repair.

(e) at such time that sewer service becomes available through the extension of District's sewer system, or other wastewater treatment facility or system approved or operated by District, to within 300 feet of the property, Owner shall, within 60 days of the

date of such extension:

(i) pay to District the applicable impact fee, and

(ii) connect the building sewer on the property to District's sewer system, or other wastewater treatment facility or system approved or operated by District, in accordance with District's rules and regulations.

5. The parties hereto specifically understand and agree that construction and installation of any onsite wastewater system or alternate onsite wastewater system approved hereby shall be completed within two (2) years of the date of this agreement. In the event that such system is not constructed or installed within said two (2) year period, Owner shall be required to obtain new approval from District before commencement of construction and installation. In the event that Owner, without District approval, constructs and installs such a system after expiration of said two (2) year period, Owner shall: (a) be required to abide by all other terms and conditions of this agreement, and (b) reimburse all costs and expenses incurred by District in insuring after-the-fact compliance with all rules and regulations of District and the State of Utah Department of Health.

6. The parties hereto agree that the terms and conditions specified in this agreement shall inure to the benefit of and shall run with the property, and, upon recordation of this agreement at the office of the Washington County recorder in St. George, Utah, shall become binding upon the parties hereto, their heirs, successors and assigns who hereafter shall acquire an equitable or legal ownership interest in said property.

7. In the event of a breach or violation of any term or condition of this agreement, the party in violation or breach shall be responsible and liable to pay all costs and expenses incurred by the other party in the enforcement of said term or condition including court costs and reasonable attorneys' fee.

8. Time shall be of the essence in this agreement.

9. This agreement represents the final and complete understanding and agreement of the parties and shall not be changed or modified except in writing signed by both parties hereto.

10. This agreement shall be construed under the laws of the State of Utah.

IN WITNESS WHEREOF parties hereto have executed this agreement on the date first above written.

ASH CREEK SPECIAL SERVICE DISTRICT

Kandy Cox as
Michael A Chandler, Superintendent

Attest:

Darrel Humphries, Secretary

Owner(s)

as Trustee
The Little Creek Living Trust Dated April 28, 2021
(Colton B. Winder, as Trustee)

Tamara A. Winder, as Trustee
The Little Creek Living Trust Dated April 28, 2021
(Tamara A. Winder, as Trustee)

Eliza Sophia J. Daley, as trustee
The Little Creek Living Trust Dated April 28, 2021
(Eliza Sophia J. Daley, as Trustee)

Personally appeared before me Owner(s) **Colton B. Winder**, **Tamara A. Winder**, and **Eliza Sophia J. Daley**, as Trustee's of **The Little Creek Living Trust Dated April 28, 2021**, on the 24 day of AUGUST, 2022, who being sworn duly sworn upon oath did say he/she/it/ they are the signers of the above and foregoing agreement and that he/she/they/it signed the same for the reasons stated therein.

Notary Public

JESSE HANSEN
Notary Public - State of Utah
Comm. No. 715719
My Commission Expires on
Dec 11, 2024

"See Attached legal description"

LEGAL DESCRIPTION:

Parcel #: AV-1354-NP-3

BEGINNING AT THE NORTHWEST CORNER OF THE NE1/4 SW1/4 OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S.89*55'43 E., ALONG THE ¼ SECTION LINE, 208.71 FEET; THENCE S.0*02'12 E. 417.42 FEET; THENCE N. 89*55'43 W. 208.71 FEET TO THE 1/16 SECTION LINE; THENCE N. 0*02'12 W., ALONG THE 1/16 SECTION LINE, 417.42 FEET TO THE POINT OF THE BEGINNING.

1777 North Meadowlark
Apple Valley, Utah 847
Phone: (435) 877-1190
Fax: (435) 877-1192
www.applevalleyut.gov

October 14, 2022

RE: NOTICE OF PUBLIC HEARING — RE-ZONE REQUEST
Parcel Numbers: AV-1354-NP-3 and AV-1354-NP-6 (AV-1354-NP-6-A)
Approx. 874 S Coyote Rd, Apple Valley, UT 84737

To Whom it May Concern:

You are invited to a public hearing to give any input you may have, as a neighboring property owner, regarding a request to re-zone the above-listed parcel(s) from Open Space/Open Space Transition Zone (OS/OST) to A-5 Agricultural Zone (A-5) for the stated purpose of constructing residence and farm. The regulations, prohibitions, and permitted uses that the property will be subject to, if the zoning map amendment is adopted, can be found in the Apple Valley Land Use Ordinance, available in the Town Recorder's office or at the following link:
https://applevalley.municipalcodeonline.com/book?type=landordinances#name=10.10.020_A_Agricultural_Zone

Rescheduled to November 2, 2022 at 6:00 PM MDT

The hearing will be held ~~**October 5, 2022**~~ **at 6:00 PM** MDT, at Apple Valley Town Hall, which is located at 1777 North Meadowlark Drive, Apple Valley, Utah 84737. Any objections, questions or comments can be directed by mail to the Town of Apple Valley, Attn: Planning and Zoning, 1777 North Meadowlark Drive, Apple Valley, Utah 84737, or in person at the Apple Valley Town Hall.

Any owner of property located entirely or partially within the proposed zoning map amendment may file a written objection to the inclusion of the owner's property in the proposed zoning map amendment, not later than 10 days after day of the first public hearing. Each written objection filed with the municipality will be provided to the Apple Valley Town Council.

Kind Regards,

Jenna Vizcardo
Town Clerk

WINDER COLTON B & TAMRA A TRS, ET AL
AV-1354-NP-6-A
[redacted]

BALLARD JAMES T & CAROLYN J TRS
AV-1354-NP-7
[redacted]

ENGLEHART AMIE-JO
AV-1354-NP-8
[redacted]

BALLARD JAMES T & CAROLYN J TRS
AV-1354-NP-2
[redacted]

COVINGTON VANCE & CONNIE TRS
AV-1354-NP-5-A
[redacted]

WINDER COLTON B & TAMARA A TRS, ET AL
AV-1354-NP-9
[redacted]

LEBARON EDMUND G & SHANNON P TRS
AV-1354-B-3
[redacted]

,

TOWN OF APPLE VALLEY
ORDINANCE O-2022-61

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1354-NP-6-A FROM OPEN SPACE/OPEN SPACE TRANSITION ZONE (OS/OST) TO A-5 AGRICULTURAL ZONE (A-5)

WHEREAS, the Town of Apple Valley ("Town") has been petitioned for a change in the zoning classification of parcel AV-1354-NP-6-A from Open Space/Open Space Transition Zone (OS/OST) to A-5 Agricultural Zone (A-5); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on November 2nd, 2022. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based and consistent with the Town's General Plan.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 16th day of November 2022, and upon motion duly made and seconded:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH, that

SECTION I: The Zoning Designation for parcel AV-1354-NP-6-A is changed from Open Space/Open Space Transition Zone (OS/OST) to A-5 Agricultural Zone (A-5).

SECTION II: Update of the Official Zoning Map. The official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 16th day of November, 2022.

PRESIDING OFFICER

_____
Frank G. Lindhardt, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Recorder

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member| Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____

APPLE VALLEY PLANNING DEPARTMENT
ZONING CHANGE REVIEW

PARCEL ID: AV-1330-D-1

PLANNING COMMISSION SCHEDULED MEETING DATE: **November 2nd 2022**

TOWN COUNCIL SCHEDULED MEETING DATE: **November 16th 2022**

PROPERTY OWNER: Widner, Caren M.

AGENT: NONE

ACRES: 10 Acres

CURRENT ZONE: OST (Open Space Transition) PROPOSED ZONE: A-10 (Agricultural 10 Acres)

GENERAL PLAN ZONE: R2-Residential Medium: 1-5 Acres

COMMENTS: Applicant has put in application with the stated purpose to change the property back to a previous zoning designation of agricultural. This property consists of 10.00 acres that is undeveloped and is currently zoned OST. It is bordered by A-20 properties to the North, OST Property to the East, A-10 Property to the South, and RE-1 Properties to the West. The properties to the south and east are currently undeveloped, the properties to the north and west are developed with single family residences. Application was submitted to the Joint Utility Committee and did not receive any feedback.

The following is based upon the property location and other facts:

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE When approving a zone change, the following factors should be considered by the Planning Commission and Town Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives, and Policies of the Town's General Plan;
   - The General plan shows this property as a medium density residential. A zone change to A-10 is not necessarily medium density (medium density is considered 1-5 acres).

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
   - Property is bordered by private residences on the north and west and vacant land to the south and east. Applicant has not stated whether there are any plans to build a residence on this property or if the property will solely be used for agricultural purposes. Property seems to match surrounding development.

3. The extent to which the proposed amendment may adversely affect adjacent property; and
   - There appears to be no negative affect to neighboring properties cause by this zone change.

4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.
   - Applicant has not provided any proof of utilities. However it does have access to a main road. Utilities may be something that could be addressed at the time of the building permit. Joint Utility Committee did not have any negative response to this application.

Example of a motion to Approve this application:

I make the motion we recommend approval to the Town Council for the zoning change fo AV-1330-D-1 from OST to A-10 based on the information presented in the staff report.

Example of a motion to Deny this application

I make the motion we recommend denial to the Town Council for the zoning change for AV-1330-D-1 from OST to A-10 for the following reasons:[list reasons]

Example to approve with conditions:

I make the motion we recommend approval to the Town Council for the zoning change for AV-1330-D-1 from OST to A-10 with the following conditions. [list conditions]

Current Zoning

Apple Valley Zoning Districts



10/25/2022, 8:28:45 PM

Washington County Parcels
Future Annexation Boundary

Zoning Districts
A-10 - Agricultural > 10 Acres
A-20 - Agricultural > 20 Acres
OSC – Open Space Conservation
OST – Open Space Transition
RE-1 – Rural Estate 1
Town Boundry

1:4,514
0 0.04 0.08 0.16 mi
0 0.05 0.1 0.2 km

Apple Valley Zoning Districts



10/25/2022, 8:29:47 PM

Washington County Parcels

General Plan

A - Agricultural

OS - Open Space

R2 - Residential Medium: 1 - 5 Acres

Future Annexation Boundary

Town Boundry

1:4,514

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

Town of Apple Valley
Sunrise Cloud SMART GIS®

Apple Valley Zoning Districts



10/25/2022, 8:57:13 PM

Washington County Parcels

1:4,514

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

Town of Apple Valley
Sunrise Cloud SMART GIS®

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

Fee: $1,100.00 + Acreage Fee	
1 – 100 Acres:	$25.00/Acre
101 – 500 Acres:	$15.00/Acre
501 + Acres:	$ 5.00/Acre

Zone Change Application

Applications Must Be Submitted A Minimum of 21 Days in Advance of The Planning Commission Meeting

Owner: Caren M. Widner	Phone: [redacted]
Address: [redacted]	Email: [redacted]
City: [redacted] State: [redacted] Zip: [redacted]	
Agent: (If Applicable) N/A	Phone: N/A
Address/Location of Property: Mt. Zion Dr., AV, UT	Parcel ID: AV-1330-D-1
Existing Zone: OST	Proposed Zone: A-10
For Planned Development Purposes: Acreage in Parcel None	Acreage in Application 10 acres
Reason for the request When the property was originally purchased it was zoned A. I want to change it back to the original zoning of Agriculture, 10 acres.	

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. This is only a request to change back to original zoning.
- ☑ 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).

This is only a request to change back to the original zoning when purchased.

Official Use Only	Amount Paid: $ 1,350.00	Receipt No: 41676
Date Received: 10/13/22	Date Application Deemed Complete:	
By: JW (Town Clerk/Recorder)	By:	

Parcel ID# AV-1330-D-1

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

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Caren M. Widner am/are the applicant(s) of the application known as AV-1330-D-1 located on parcel(s) _____ within the Town of Apple Valley, Washington County, Utah.

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

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

Signature(s):

Name	Applicant/Owner	Date
Caren M Widner	Caren M. Widner	10/13/22

State of Utah)
)§
County of Washington)

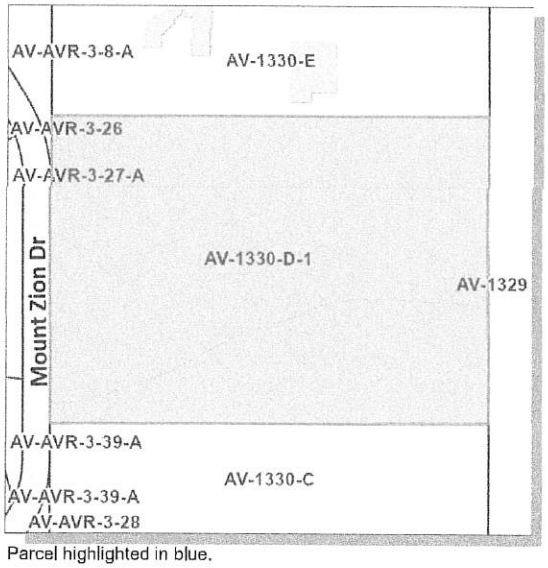
On this 13 day of October, in the year 2022, before me, Jenna Vizcardo a notary public, personally appeared Caren M. Winder., proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal. _____
(notary signature)

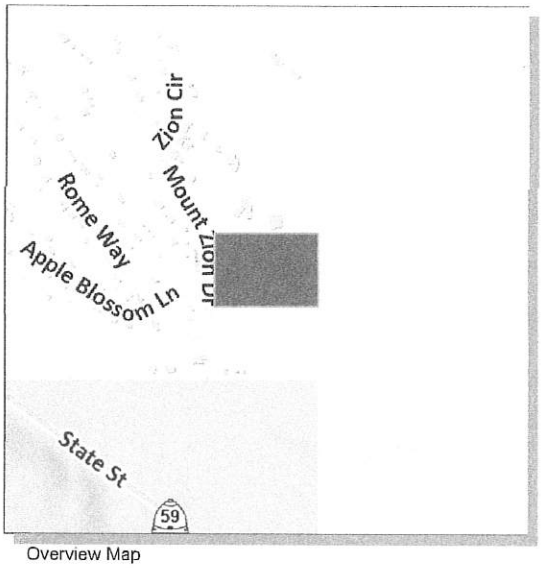
(seal)

JENNA VIZCARDO
Notary Public, State of Utah
Commission # 723126
My Commission Expires
February 16, 2026

Property Report for Parcel AV-1330-D-1



Parcel highlighted in blue.



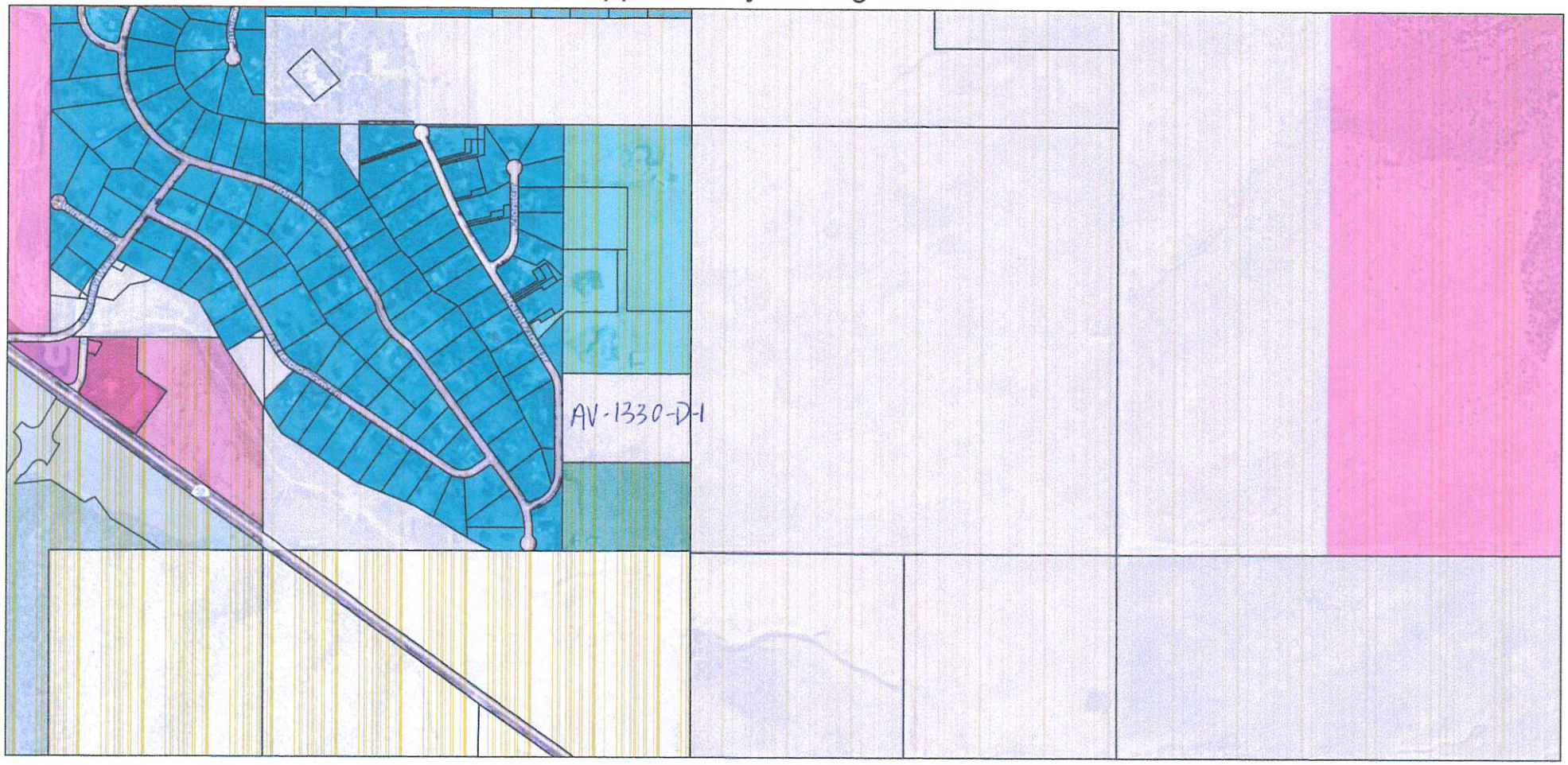
Overview Map

NOTE: 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.

Report Generated 10/12/2022 by Washington County GIS

Washington County, Utah
County Administration Building
197 E. Tabernacle Street
St. George, UT 84770-3443
www.washco.utah.gov

Apple Valley Zoning Districts



10/12/2022, 9:34:18 PM

Washington County Parcels

Future Annexation Boundary

Zoning Districts

A-10 - Agricultural > 10 Acres

A-20 - Agricultural > 20 Acres

Single-Family Residential > .5 Acres

C-2 – Highway Commercial

INST - Institutional

OSC – Open Space Conservation

OST – Open Space Transition

PD – Planned Development

RE-1 – Rural Estate 1

RE-2.5 – Rural Estate 2.5

RV-Park – Recreational Vehicle Park

Town Boundry

1:9,028

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Town of Apple Valley
Sunrise Cloud SMART GIS®

DOC # 20140014049
Quit Claim Deed Page 1 of 1
Russell Shirts Washington County Recorder
05/09/2014 03:34:22 PM Fee $ 10.00
By WIDNER CAREN

WHEN RECORDED, MAIL TO:
Caren M. Widner
P.O. Box 94
Hurricane, Utah 84737

Quit-Claim Deed

Tax ID No. AV-1330-D

Walter E. Josey, Grantor, hereby QUIT-CLAIM to CAREN M. WIDNER, as sole owner, Grantee, for the sum of Ten Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

Beginning at a point on the easterly boundary line of Apple Valley Ranch Subdivision – Phase III, Official Records of Washington County, Utah, said point lies North 89°56'28" East 1848.02 feet along the section line and North 00°03'32" West 549.99 feet from the southwest corner of Section 29, Township 42 South, Range 11 West of the Salt Lake Base and Meridian and running thence along said easterly boundary line North 00°03'32" West 550.21 feet; thence North 89°56'28" East 791.53 feet to a point on the center section line of said section; thence along said center section line South 00°05'34" East 550.21 feet; thence leaving said center section line South 89°56'28" West 791.85 feet to a point on said easterly boundary line and the point of beginning. Contains 10.000 acres.

IN WITNESS WHEREOF, said Grantor has caused his name to be hereunto affixed, this 5 day of May, A.D. 2014.

Walter E. Josey

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the date first above written personally appeared before me, Walter E. Josey, who, being by me duly sworn, did say, that he is the owner of the above described parcel of land, and that the within and foregoing instrument was signed freely and voluntarily.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

5/18/17
My Commission Expires

ALI SATTLER
Notary Public
State of Utah
Comm. No. 671301
My Comm. Expires Nov 18, 2017

1777 North Meadowlark
Apple Valley, Utah 847
Phone: (435) 877-1190
Fax: (435) 877-1192
www.applevalleyut.gov

October 14, 2022

RE: NOTICE OF PUBLIC HEARING — RE-ZONE REQUEST
Parcel Numbers: AV-1330-D-1
Approx: 1356 N Mount Zion Dr, Apple Valley, UT 84737

To Whom it May Concern:

You are invited to a public hearing to give any input you may have, as a neighboring property owner, regarding a request to re-zone the above-listed parcel(s) from Open Space/Open Space Transition Zone (OS/OST) to A-10 Agricultural Zone (A-10) for the stated purpose to change it back to the original zoning of agricultural. The regulations, prohibitions, and permitted uses that the property will be subject to, if the zoning map amendment is adopted, can be found in the Apple Valley Land Use Ordinance, available in the Town Recorder's office or at the following link:
https://applevalley.municipalcodeonline.com/book?type=landordinances#name=10.10.020_A_Agricultural_Zone
The hearing will be held **November 2, 2022 at 6:00 PM** MDT, at Apple Valley Town Hall, which is located at 1777 North Meadowlark Drive, Apple Valley, Utah 84737. Any objections, questions or comments can be directed by mail to the Town of Apple Valley, Attn: Planning and Zoning, 1777 North Meadowlark Drive, Apple Valley, Utah 84737, or in person at the Apple Valley Town Hall.

Any owner of property located entirely or partially within the proposed zoning map amendment may file a written objection to the inclusion of the owner's property in the proposed zoning map amendment, not later than 10 days after day of the first public hearing. Each written objection filed with the municipality will be provided to the Apple Valley Town Council.

Kind Regards,

Jenna Vizcardo
Town Clerk

STAHMER MARY K
AV-AVR-3-25
[redacted]

STAHMER MARY K
AV-AVR-3-25
[redacted]

JOSEY WALTER TR
AV-AVR-3-28
[redacted]

LAVIGNE LAURA SUE
AV-AVR-3-7
1426 N MOUNT ZION DR
HURRICANE, UT 84737

,

CHRISTENSEN QUIN & CINDY
AV-AVR-3-39-A
[redacted]

LISONBEE MARTIN & LETITIA A
AV-1330-E
[redacted]

POLLOCK SHELLEY A
AV-AVR-3-37
[redacted]

FAUBLE RICHARD W & JERRINE MAE TRS
AV-AVR-3-38
[redacted]

HAGEN JOSHUA & KRISTINA
AV-AVR-3-34
[redacted]

CEDAR VISTA LLC
AV-1329
[redacted]

PARCELL CHARLES R
AV-AVR-3-47
[redacted]

POLLOCK SHELLEY
AV-AVR-3-36
[redacted]

CHRISTENSEN QUIN & CINDY
AV-AVR-3-39-A
[redacted]

ANGELL ALLEN P JR
AV-1330-B
[redacted]

WIDNER CAREN M
AV-1330-D-1
[redacted]

RUNDQUIST STEPHEN P & MYRNA J
AV-AVR-3-27-A
[redacted]

ROBBINS TERRY E TR & MINTER JULIE A TR
AV-AVR-3-26
[redacted]

GARDNER JON S & FELICIA
AV-AVR-3-50
[redacted]

EDWARDSEN PAUL R
AV-AVR-3-24
[redacted]

PEARSON RYAN M & DONI J
AV-AVR-3-49
[redacted]

JOSEY WALTER TR
AV-1330-C
[redacted]

PEARSON RYAN M & DONI J
AV-AVR-3-48
[redacted]

PLEDGER ROBYN J
AV-1-2-29-3101
[redacted]

LISONBEE MARTIN & LETITIA
AV-AVR-3-8-A
[redacted]

KNIGHT NORMAN, ET AL
AV-AVR-3-35
[redacted]

TOWN OF APPLE VALLEY
ORDINANCE O-2022-62

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1330-D-1 FROM OPEN SPACE/OPEN SPACE TRANSITION ZONE (OS/OST) TO A-10 AGRICULTURAL ZONE (A-10)

WHEREAS, the Town of Apple Valley ("Town") has been petitioned for a change in the zoning classification of parcel AV-1330-D-1 from Open Space/Open Space Transition Zone (OS/OST) to A-10 Agricultural Zone (A-10); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on November 2nd, 2022. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based and consistent with the Town's General Plan.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 16th day of November 2022, and upon motion duly made and seconded:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH, that

SECTION I: The Zoning Designation for parcel AV-1330-D-1 is changed from Open Space/Open Space Transition Zone (OS/OST) to A-10 Agricultural Zone (A-10).

SECTION II: Update of the Official Zoning Map. The official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 16th day of November, 2022.

PRESIDING OFFICER

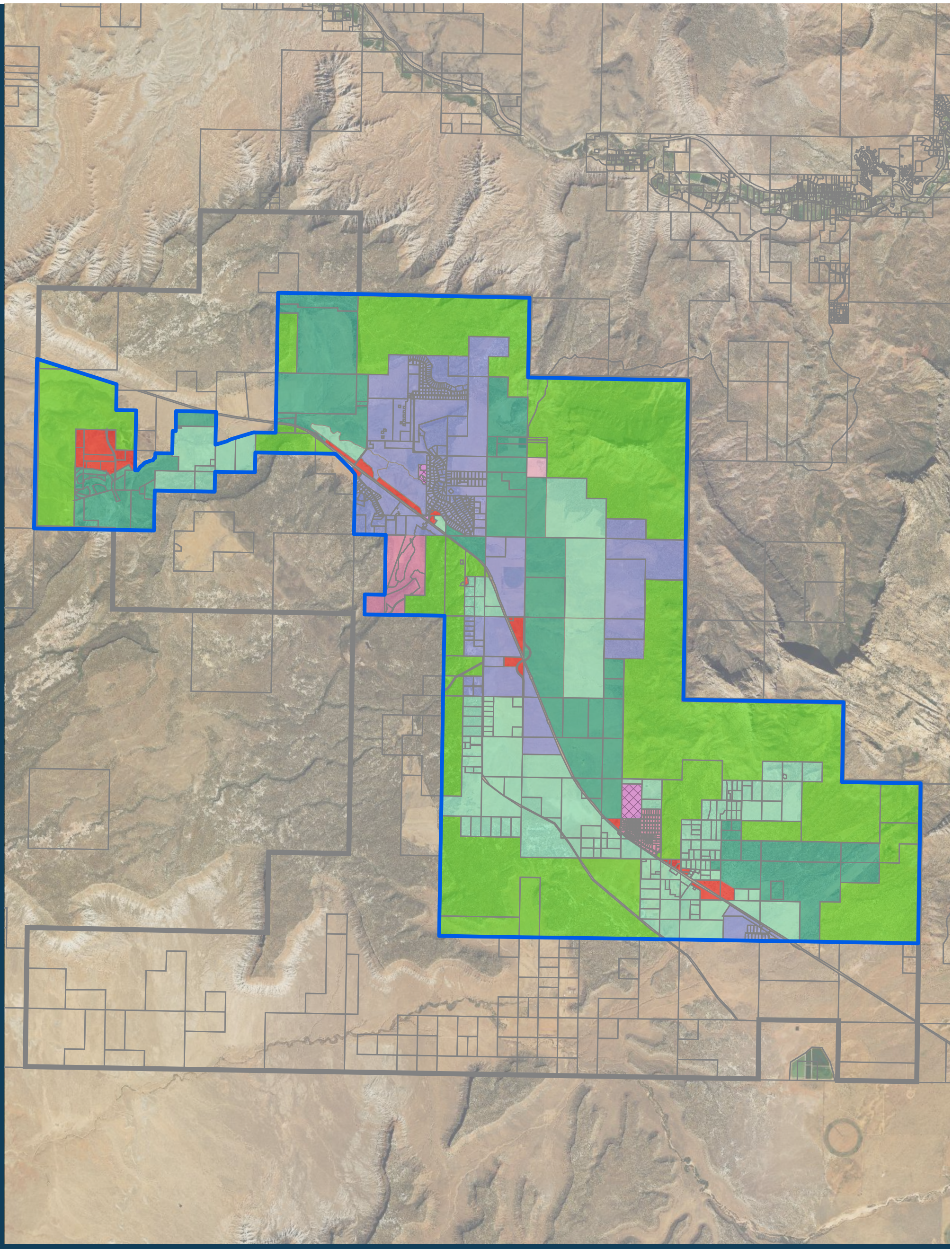
_____
Frank G. Lindhardt, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Recorder

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member| Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____

FIGURE 2-1: GENERAL PLAN MAP



MAP LEGEND



- A - Agricultural
- C - Commercial
- CTP - Cabin/Tiny Home
- INST - Institutional
- OS - Open Space
- R1 - Residential High: 1/2 - 1 Acres
- R2 - Residential Medium: 1 - 5 Acres
- R3 - Residential Low: 5 + Acres
- RVP - Recreational Vehicle Park

- Parcels
- TownBoundary
- Future Annexation Boundary

Town of Apple Valley Est. 2004

Map Date 10.14.2022

SUNRISE ENGINEERING

APPLE VALLEY
ORDINANCE O-2022-58

AN ORDINANCE ADOPTING AMENDMENTS TO THE GENERAL PLAN MAP

WHEREAS, the Town of Apple Valley ("Town") has the statutory authority to adopt a general plan for the Town with associated maps; and

WHEREAS, the Planning Commission, on November 2, 2022, held a public hearing with regard to the amendments to the Town's General Plan Map, to consider any comments regarding the adoption of the proposed map amendments ; and

WHEREAS, the Planning Commission accepted all comments and recommended approval of the proposed General Plan Map amendments to the Town Council for adoption; and

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 16th day of November, 2022, and upon motion duly made and seconded:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH, that Apple Valley Town adopts the Amendments to the General Plan Map.

EFFECTIVE DATE. This amendment shall be effective upon passage, without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 16th day of November, 2022.

PRESIDING OFFICER

_____
Frank G. Lindhardt, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Recorder

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member| Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____

APPLE VALLEY
ORDINANCE O-2022-17

AN ORDINANCE AMENDING THE AGRICULTURAL ZONE

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

SECTION 1: **AMENDMENT** "10.10.020 A Agricultural Zone" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.10.020 A Agricultural Zone

A. Purpose: The purpose of this zone is to preserve appropriate areas for permanent agricultural use. Uses normally and necessarily related to agriculture are permitted and uses inimical to the continuance of agricultural activity are not allowed.
B. Permitted Uses: Uses permitted in this zone are as follows:
    1. Crop production, horticulture and gardening
    2. Farm buildings and uses
    3. Household pets
    4. Farming livestock
    5. Stands for sale of produce grown and sold on premises
    6. Veterinarian
    7. Weaner Pigs
    8. Residential Dwelling
C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:

    SPACE LEFT BLANK INTENTIONALLY

    Any use not specifically allowed under permitted or conditional uses shall be prohibited.
D. Development Standards in Agricultural Zones:

	Zones			
Development Standard	A-40	A-20	A-10	A-5
Lot standards				
Minimum lot area	40 acres	20 acres	10 acres	5 acres
Minimum lot width	400 feet	400 feet	300 feet	300 feet
Building standards				
Maximum height, main building[1]	35 feet	35 feet	35 feet	35 feet
Maximum height, accessory building	35 feet	35 feet	35 feet	35 feet
Setback standards - front yard				
Any building[2]	30 feet	30 feet	30 feet	30 feet
Setback standards - rear yard				
Main building	30 feet	30 feet	30 feet	30 feet
Accessory building	No requirement	No requirement	No requirement	No requirement
Setback standards - interior side yard				
Main building	15 feet	15 feet	15 feet	15 feet
Accessory building of 100 square feet or less	No requirement	No requirement	No requirement	No requirement
Accessory building greater than 100 square feet	20 feet	20 feet	20 feet	20 feet
Setback standards - street side yard				
Main building	20 feet	20 feet	20 feet	20 feet
Main building on corner lot with yard that abuts the side yard of another lot	20 feet	20 feet	20 feet	20 feet
Accessory building	Not permitted	Not permitted	Not permitted	Not permitted
ADD Animals permitted				

Notes:

E. Modifying Regulations:

1. Fur farms, solos, fish farms or the keeping of exotic animals may not be approved in the A-5 district.
2. Location of Corral or Stable: No corral or stable shall be located closer than one hundred feet (100') from any dwelling unit in an adjacent zone.
3. Housing Of Weaner Pigs: The housing of weaner pigs may be approved by conditional use permit, subject to the following requirements:
    a. "Weaner pigs" shall be defined as pigs that will be one year of age or less and do not weigh more than three hundred fifty (350) pounds at the end of the five (5) month period in which the weaner pig is kept.
    b. All weaner pigs shall be kept only during the months of December through April, or for a different five (5) month period of time if approved by the planning commission.
    c. Setbacks for pens for weaner pigs shall be the same as required for other animals.
    d. No weaner pig shall be allowed to run loose (not in a restricted environment, such as a pen) unless attended by the owner or keeper of the pig.
    e. All pens shall be cleaned regularly, a minimum of three (3) times weekly.
    f. No mud bogs shall be allowed in the pens. All pens shall have drainage to keep water from pooling within the pen.
4. For additional restrictions and clarifications in this zone, see AVLU 10.28 Supplementary and Qualifying Regulations for Land Use and Building.

AFTER AMENDMENT

10.10.020 A Agricultural Zone

A. Purpose: The purpose of this zone is to preserve appropriate areas for permanent agricultural use, actively devoted to agricultural use. Uses normally and necessarily related to agriculture are permitted and uses inimical to the continuance of agricultural activity are not allowed.
B. Permitted Uses: Uses permitted in this zone are as follows:
    1. Crop production, horticulture and gardening
    2. Farm buildings and uses
    3. Household pets
    4. Farming livestock
    5. Stands for sale of produce grown and sold on premises
    6. Veterinarian
    7. Weaner Pigs
    8. Residential Dwelling
C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:

~~SPACE LEFT BLANK INTENTIONALLY~~

1. Agritourism

2. Agricultural Industry
3. Animal Specialties
4. Kennel, Commercial
5. Metal Building
6. Recreation and Entertainment, Outdoor (A-10, A20, A-40 only)
7. Stable, Public

D. Any use not specifically allowed under permitted or conditional uses shall be prohibited unless the planning commission determines the use is substantially the same as a permitted or conditional use as provided in 10-7-180-E4.

E. Development Standards in Agricultural Zones:

	Zones			
Development Standard	A-40	A-20	A-10	A-5
Lot standards				
Minimum lot area	40 acres*	20 acres*	10 acres*	5 acres*
Minimum lot width	400 feet	400 feet	300 feet	300 feet
Building standards				
Maximum height, main building[1]	35 feet	35 feet	35 feet	35 feet
Maximum height, accessory building	35 feet	35 feet	35 feet	35 feet
Setback standards - front yard				
Any building[2]	30 feet	30 feet	30 feet	30 feet
Setback standards - rear yard				
Main building	30 feet	30 feet	30 feet	30 feet
Accessory building	No requirement	No requirement	No requirement	No requirement
Setback standards - interior side yard				
Main building	15 feet	15 feet	15 feet	15 feet
Accessory building of 100 square feet or less	No requirement	No requirement	No requirement	No requirement
Accessory building greater than 100 square feet	20 feet	20 feet	20 feet	20 feet
Setback standards - street side yard				
Main building	20 feet	20 feet	20 feet	20 feet
Main building on corner lot with yard that abuts the side yard of another lot	20 feet	20 feet	20 feet	20 feet
Accessory building	Not permitted	Not permitted	Not permitted	Not permitted
ADD Animals permitted				

*Required minimum size may be calculated prior to a required road dedication.

Notes:

F. Modifying Regulations:

1. Fur farms, solos, fish farms or the keeping of exotic animals may not be approved in the A-5 district.
2. Location of Corral or Stable: No corral or stable shall be located closer than one hundred feet (100') from any dwelling unit in an adjacent zone.
3. ~~Housing Of Weaner Pigs:~~ The housing of weaner pigs ~~may be approved by conditional use permit,~~ is subject to the following requirements:
    a. "Weaner pigs" shall be defined as pigs that will be one year of age or less and do not weigh more than three hundred fifty (350) pounds at the end of the five (5) month period in which the weaner pig is kept.
    b. Agricultural parcels adjacent to residential zoned parcels are not eligible for the raising of weaner pigs.
    c. All weaner pigs shall be kept only during the months of December through April~~, or for a different five (5) month period of time if approved by the planning commission~~.
    d. Setbacks for pens for weaner pigs shall be the same as required for other animals.
    e. No weaner pig shall be allowed to run loose (not in a restricted environment, such as a pen) unless attended by the owner or keeper of the pig.
    f. All pens shall be cleaned regularly, a minimum of three (3) times weekly.
    g. No mud bogs shall be allowed in the pens. All pens shall have drainage to keep water from pooling within the pen.
4. Permitted and conditional uses set forth in this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.
    a. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
    b. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
5. Greater size and height: Notwithstanding the height and size limitations shown in this section, a greater building and accessory height and size may be allowed pursuant to a conditional use permit.
6. For additional restrictions and clarifications in this zone, see AVLU 10.28 Supplementary and Qualifying Regulations for Land Use and Building.
7. On large lots 5 Acre and larger the minimum lot size may be smaller than required, by the amount needed for road dedications.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt				
Council Member | Andy McGinnis				
Council Member | Barratt Nielson				
Council Member | Kevin Sair				
Council Member | Robin Whitmore				

Attest

Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

Frank Lindhardt, Mayor,, Apple Valley

APPLE VALLEY
ORDINANCE O-2022-33

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

SECTION 1: **AMENDMENT** "10.10.050 RE Rural Estates Zone" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.10.050 RE Rural Estates Zone

A. Purpose: The purpose of this zone is to provide permanent area for small farms, hobby farms and limited agricultural development for personal use.
B. Permitted uses: Uses permitted in this zone are as follows:
    1. Single-family dwellings not less than 1250 sq.ft. on the main floor;
    2. Accessory buildings and uses, following issuance of a building permit for a permanent dwelling;
    3. Home occupations;
    4. Raising of crops, gardens, and horticulture;
    5. Residential facility for persons with a disability (see AVLU 10.28 for supplementary information);
    6. Residential facility for the elderly (see AVLU 10.28 for supplementary information);
    7. Churches;
    8. Park or playgrounds;
    9. The keeping of animals and fowl for family food production, but not for commercial use.
    10. Animal Allowances/Restrictions:
        a. The number of domesticated animals which may be maintained on the property shall be determined on the basis of a point system. No lot shall exceed one hundred (100) points per acre. All Lots will be apportioned 25 points in 0.25 acre increments up to 250 points or 2.5 acres. (e.g., a 1.20 acre lot is allocated 100 points. A 1.25 acre lot is allocated 125 points). After 5 acres, 25 points per 0.25 acre increments up to 500 points or 7.5 acres. After 10 acres, 25 points per 0.25 acre increments up to 750 points or 12.5 acres. After 15 acres, 25 points per 0.25 acre increments up to 1000 points or 20 acres. (eg. a 12 acre lot is allocated 250 points for the first 5 acres, 250 points for the 2nd 5 acres, plus 200 points for the next 2 acres for a total of 700

points).

b. Type of animal or fowl (number of points per animal), further restrictions:
    (1) Cow, horse, donkey, mule, or similar large animal, and potbelly pig 25 points each, but not to exceed the maximum of ten (10) large animals per five (5) acres;
    (2) Miniature horses, sheep, goats, or similar medium-size animals, less than 36 inches in height as measured from the withers, (8 points each), but not to exceed the maximum of twenty (20) medium animals per five (5) acres;
c. Chickens, ducks, pigeons, doves, rabbits, turkeys, geese, pheasants, and similar small and medium-size fowl are not to exceed twenty thirty thirty (30) per One (1) acre;
d. No rooster is permitted on any lot which is less than one (1) acre. Lots 1 acre or larger may have one (l) rooster per thirty (30) chickens.
e. Only domestic and farm animals shall be kept on any lot with in the Rural Estates Zone.
f. Other than domesticated potbelly pigs allowed under AVLU 10.10.050.B.11.b(1), the keeping of any pigs is not allowed in the Rural Estates Zone.
g. The following shall be excluded from consideration for the purpose of determining compliance with this section:
    (1) The unweaned, offspring of a residing animal or fowl, under six (6) months of age.
    (2) Residents 18 years or younger participating in a 4-H, FFA or similar youth program raising an animal with the intent to sell the animal at auction within twelve (12) months.
h. Animals shall be contained in proper pens, coups, corals, pasture, paddock, areana, or simular exercise area on owners property Animal enclosures shall be cleaned regularly, be kept in good repair, give the animals ample room, and offer the animals shelter and shade.
i. Noise, safety, pests or smell nuisances that result from improper care of animals or property are strictly prohibited. Property owners must implement a fly mitgation program with deployment of fly traps, fly spray chemicals or fly predators and maintain these devices and methods during the fly season for vector control.
j. Violation of AVLU 10.10.050.B.11 isan infraction punishable by fine up to $750 if violation is not corrected within thirty (30) days of initial notice of violation.

11. Any use not specifically allowed under permitted uses shall be prohibited.

C. Height Regulations: No building shall be erected to a height greater than thirty-five (35) feet. No accessory building shall be erected to a height greater than twenty-five (25) feet.

D. Minimum Area, Width, and Yard Regulations

District	Area	Width in Feet	Yard Setbacks in Feet for Primary Residence		
			Front	Side	Rear
RE-1.0	1.0 acre	100	25	10	10
RE-2.5	2.5 acres	150	25	25	25
RE-5.0	5.0 acres	200	25	25	25
RE-10.0	10.0 acres	300	25	25	25
Re-20.0	20.0 acres	400	25	25	25
RE-X	**Any Size	400	25	25	25

** No more than one (1) home on property

E. Modifying Regulations:
   a. Side Yards: The side yard setback on a "street side" yard shall be the same as a front yard setback. Accessory buildings located at least ten (10) feet away from the main building must have a side or rear property setback of at least ten (10) feet on interior lot lines.
   b. Distance Between Buildings: No two (2) buildings on the same property shall be located closer together than ten (10) feet. No building, structure, or pen/corral/coop/ housing animals or fowl shall be constructed closer than fifty (50) feet to a dwelling unit on an adjacent lot, or thirty (30) feet from property line, whichever is further. Animal enclosures shall be behind the main dwelling and shall be no closer than thirty (30) feet to main dwelling.
   c. Prohibited Materials and Storage: No trash, rubbish, weeds, or other combustible material shall be allowed to remain on any lot outside of approved containers in any residential zone. No junk, debris, or junk cars shall be stored or allowed to remain on any lot in any residential zone.
   d. All lighting shall comply with AVLU 10.26 Outdoor Lighting Ordinance.
   e. For additional restrictions and clarifications in this zone, see AVLU 10.28 Supplementary and Qualifying Regulations for Land Use and Building.
   f. All street, drainage, utility and other public improvements shall be installed as required by the applicable town ordinances, standards and regulations. However, upon recommendation by the Planning Commission and approval of the Town Council based upon good cause shown, the requirements for the installation of dry sewer, curb, gutter and asphalt may be waived or delayed, as the Town Council, in its discretion, may determine.

AFTER AMENDMENT

10.10.050 RE Rural Estates Zone

A. Purpose: The purpose of this zone is to provide permanent area for small farms, hobby farms and limited agricultural development for personal use.
B. Permitted uses: Uses permitted in this zone, following the issuance of a building permit for a permanent dwelling, are as follows:
    1. Single-family dwellings not less than 1,000~~1250~~ sq.ft. on the main floor;
    2. Accessory buildings and uses~~, following issuance of a building permit for a permanent dwelling~~;
    3. Home occupations;
    4. Raising of crops, gardens, and horticulture;
    5. Residential facility for persons with a disability (see AVLU 10.28 for supplementary information); permanent residence not required.
    6. Residential facility for the elderly (see AVLU 10.28 for supplementary information); permanent residence not required.
    7. Churches; permanent residence not required.
    8. Public ~~P~~park or playgrounds;
    9. The keeping of animals and fowl for family food production, but not for commercial use.
    10. Animal Allowances/Restrictions:
        a. The number of domesticated animals which may be maintained on the property shall be determined on the basis of a point system. No lot shall exceed one hundred (100) points per acre. All Lots will be apportioned 25 points in 0.25 acre increments up to 250 points or 2.5 acres. (e.g., a 1.20 acre lot is allocated 100 points. A 1.25 acre lot is allocated 125 points). After 5 acres, 25 points per 0.25 acre increments up to 500 points or 7.5 acres. After 10 acres, 25 points per 0.25 acre increments up to 750 points or 12.5 acres. After 15 acres, 25 points per 0.25 acre increments up to 1000 points or 20 acres. (eg. a 12 acre lot is allocated 250 points for the first 5 acres, 250 points for the 2nd 5 acres, plus 200 points for the next 2 acres for a total of 700 points).
        b. Type of animal or fowl (number of points per animal), further restrictions:
            (1) Cow, horse, donkey, mule, or similar large animal, and potbelly pig 25 points each, but not to exceed the maximum of ten (10) large animals per five (5) acres;
            (2) Miniature horses, sheep, goats, or similar medium-size animals, less than 36 inches in height as measured from the withers, (8 points each), but not to exceed the maximum of twenty (20) medium animals per five (5) acres;
        c. Chickens, ducks, pigeons, doves, rabbits, turkeys, geese, pheasants, and similar small and medium-size fowl are not to exceed twenty thirty thirty (30) per One (1) acre;
        d. No rooster is permitted on any lot which is less than one (1) acre. Lots 1 acre or larger may have one (l) rooster per thirty (30) chickens.
        e. Only domestic and farm animals shall be kept on any lot with in the

Rural Estates Zone.

f. Other than domesticated potbelly pigs allowed under AVLU 10.10.050.B.11.b(1), the keeping of any pigs is not allowed in the Rural Estates Zone.

g. The following shall be excluded from consideration for the purpose of determining compliance with this section:
   (1) The unweaned, offspring of a residing animal or fowl, under six (6) months of age.
   (2) Residents 18 years or younger participating in a 4-H, FFA or similar youth program raising an animal with the intent to sell the animal at auction within twelve (12) months.

h. Animals shall be contained in proper pens, coups, corals, pasture, paddock, areana, or simular exercise area on owners property Animal enclosures shall be cleaned regularly, be kept in good repair, give the animals ample room, and offer the animals shelter and shade.

i. Noise, safety, pests or smell nuisances that result from improper care of animals or property are strictly prohibited. Property owners must implement a fly mitgation program with deployment of fly traps, fly spray chemicals or fly predators and maintain these devices and methods during the fly season for vector control.

j. Violation of AVLU 10.10.050.B.11 is an infraction punishable by fine up to $750 if violation is not corrected within thirty (30) days of initial notice of violation.

C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:
   1. Assisted living facility (RE-5, RE-10, RE-20, RE-X only)
   2. Metal building.

D. Any use not specifically allowed under permitted uses shall be prohibited unless the planning commission determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-180-E4 of this title.

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E. Height Regulations: No building shall be erected to a height greater than thirty-five (35) feet. No accessory building shall be erected to a height greater than twenty-five (25) feet.

F. Minimum Area, Width, and Yard Regulations

District	Area	Width in Feet	Yard Setbacks in Feet for Primary Residence		
			Front	Side	Rear
RE-1.0	1.0 acre	100	25	10	10
RE-2.5	2.5 acres	150	25	25	25
RE-5.0	5.0 acres	200	25	25	25
RE-10.0	10.0 acres	300	25	25	25
Re-20.0	20.0 acres	400	25	25	25
RE-X	**Any Size	400	25	25	25

** No more than one (1) home on property

G. Modifying Regulations:

a. Side Yards: The side yard setback on a "street side" yard shall be the same as a front yard setback. Accessory buildings located at least ten (10) feet away from the main building must have a side or rear property setback of at least ten (10) feet on interior lot lines.

b. Distance Between Buildings: No two (2) buildings on the same property shall be located closer together than ten (10) feet. No building, structure, or pen/corral/coop/ housing animals or fowl shall be constructed closer than fifty (50) feet to a dwelling unit on an adjacent lot, or thirty (30) feet from property line, whichever is further. Animal enclosures shall be behind the main dwelling and shall be no closer than thirty (30) feet to main dwelling.

c. Prohibited Materials and Storage: No trash, rubbish, weeds, or other combustible material shall be allowed to remain on any lot outside of approved containers in any residential zone. No junk, debris, or junk cars shall be stored or allowed to remain on any lot in any residential zone.

d. All lighting shall comply with AVLU 10.26 Outdoor Lighting Ordinance.

e. Permitted and conditional uses set forth in this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

(1) Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.

(2) No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.

f. Greater size and height: Notwithstanding the height and size limitations shown in this section, a greater building and accessory height and size may be allowed pursuant to a conditional use permit.

g. For additional restrictions and clarifications in this zone, see AVLU 10.28

Supplementary and Qualifying Regulations for Land Use and Building.

h. All street, drainage, utility and other public improvements shall be installed as required by the applicable town ordinances, standards and regulations. However, upon recommendation by the Planning Commission and approval of the Town Council based upon good cause shown, the requirements for the installation of dry sewer, curb, gutter and asphalt may be waived or delayed, as the Town Council, in its discretion, may determine.

i. On large lots 2.5 Acre and larger the minimum lot size may be smaller than required, by the amount needed for road dedications.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____
Council Member | Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____

Attest

_____

Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____

Frank Lindhardt, Mayor,, Apple Valley

APPLE VALLEY
ORDINANCE O-2022-34

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

SECTION 1: **AMENDMENT** "10.28.100 Parking Requirements Of Private Recreational Vehicles In Residential Zones" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.28.100 Parking Requirements Of Private Recreational Vehicles In Residential Zones

Mobile homes, travel trailers, recreational vehicles, boats, camping trailers, truck campers, and other recreational vehicles and equipment may be parked, subject to the following:

A. All recreational vehicles, including boats, travel trailers, motor homes, horse trailers and similar vehicles must be kept in reasonable repair and operable condition. Said vehicles may not be parked in the front yard setback except for loading and unloading for a period not to exceed 48 hours.
B. A legally parked recreational vehicle may be occupied temporarily by family members or guests of the owner with a permit available at the town website for a period no greater than 30 days, and may be renewed once for a total of 60 days per calendar year.

AFTER AMENDMENT

10.28.100 Parking Requirements Of Private Recreational Vehicles In Residential Zones

Mobile homes, travel trailers, recreational vehicles, boats, camping trailers, truck campers, and other recreational vehicles and equipment may be parked, subject to the following:

A. All recreational vehicles, including boats, travel trailers, motor homes, horse trailers and similar vehicles must be kept in reasonable repair and operable condition. Said vehicles may not be parked in the front yard setback except for loading and unloading for a period not to exceed 48 hours.
B. A legally parked recreational vehicle may be occupied temporarily by family members or guests of the owner with a permit available at the town website for a period no greater than 30 days, and may be renewed once for a total of 60 days per calendar year.
C. No recreational vehicles may be parked or used on vacant lots or land. If a building permit has been issued, the owner may apply for a permit to use the recreational vehicle during construction.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt				
Council Member | Andy McGinnis				
Council Member | Barratt Nielson				
Council Member | Kevin Sair				
Council Member | Robin Whitmore				

Attest

Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

Frank Lindhardt, Mayor,, Apple Valley

APPLE VALLEY
ORDINANCE O-2022-35

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

SECTION 1: **AMENDMENT** "10.10.060 SF Single Family Residential Zone" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.10.060 SF Single Family Residential Zone

A. Purpose: The purpose of this zone is to provide appropriate locations where low density residential neighborhoods may be established, maintained and protected. The regulations also pennit the establishment, with proper controls, of public and semipublic uses such as churches, schools, libraries, parks and playgrounds which serve the requirements of families. The regulations are intended to prohibit uses that would be harmful to a single-family residential neighborhood.
B. Permitted Uses: Uses permitted in this zone are as follows:
    1. Single Family dwelling with a minimum of 1250 sq ft. on the main level
    2. Accessory use and buildings; permitted simultaneously or after obtaining a building permit and construction and occupancy of a residential dwelling.
    3. Home gardens and trees, keeping of household dogs, cats and chickens (up to six (6) per lot). No roosters allowed.
    4. Residential facility for persons with a disability (see AVLU 10.28 for supplementary information)
    5. Residential facility for the elderly (see AVLU 10.28 for supplementary information)
    6. Churches
    7. Group homes
    8. Home occupation
    9. Parks and playground

    Any use not specifically allowed under permitted uses shall be prohibited.
C. Height Regulations: No building shall be erected to a height greater than thirty five (35'). No accessory building shall be erected to a height greater than twenty five (25') feet.
D. Area Width and Yard Regulations:

District	Area	Width in Feet	Yards in Feet		
	Minimum		Front	Side	Rear
SF-.25	10,000 sq. ft.	80	25	10	10
SF-.50	20,000 sq. ft.	80	25	10	10
SF-1.0	40,000 sq. ft.	80	25	10	10
SF-2.5	2.5 acres	150	25	25	25
SF-5.0	5.0 acres	200	25	25	25
SF-10.0	10.0 acres	300	25	25	25

E. Modifying Regulations:

1. Side Yards: The side yard setback on a "street side" yard shall be fifteen (15) feet
2. Private Garages and Accessory Buildings: Private garages and accessory buildings located at least 10' behind the main dwelling on lots less than ½ acre may have a side yard of three feet (3'), all others must be ten feet (10'), provided that all corner lots shall maintain fifteen feet (15') on the street side.
3. Prohibited Materials and Storage: No trash, rubbish, weeds or other combustible material shall be allowed to remain on any lot outside of approved containers in any residential zone. No junk, debris, or junk cars shall be stored or allowed to remain on any lot in any residential zone.
4. Location of Required Parking: Required parking shall not be located in the front yard setback.
5. All lighting shall comply with AVLU 10.26 Outdoor Lighting Ordinance.
6. For additional restrictions and clarifications in this zone, see AVLU 10.28 Supplementary and Qualifying Regulations for Land Use and Building.
7. No industrial-looking buildings such as pre-engineered steel or pole barns allowed, unless specifically approved by the planning commission.

Any use not specifically allowed under permitted uses shall be prohibited.

AFTER AMENDMENT

10.10.060 SF Single Family Residential Zone

Purpose: The purpose of this zone is to provide appropriate locations where low density residential neighborhoods may be established, maintained and protected. The regulations also pennit the establishment, with proper controls, of public and semipublic uses such as churches, schools, libraries, parks and playgrounds which serve the requirements of families. The regulations are intended to prohibit uses that would be harmful to a single-family residential neighborhood.

A. Permitted Uses: Uses permitted in this zone, following the issuance of a building permit for a permanent dwelling,
are as follows:
   1. Single Family dwelling with a minimum of ~~1250~~ 1000 sq ft. on the main level.
   2. Accessory use and buildings; permitted simultaneously or after obtaining a building permit and construction and occupancy of a residential dwelling.
   3. Home gardens and trees, keeping of household dogs, cats and chickens (up to six (6) per lot). No roosters allowed.
   4. Residential facility for persons with a disability (see AVLU 10.28 for supplementary information).
   5. Residential facility for the elderly (see AVLU 10.28 for supplementary information), no permanent residence required.
   6. Churches, no permanent residence required.
   7. Group homes, no permanent residence required.
   8. Home occupation
   9. Parks and playground

B. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:
   1. Assisted living facility (SF-5, SF-10 only)
   2. Metal buildings

C. Any use not shown in this section shall be prohibited unless the planning commission determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-180-E4 of this title.

D. Height Regulations: No building shall be erected to a height greater than thirty five (35'). No accessory building shall be erected to a height greater than twenty five (25') feet.

E. Area Width and Yard Regulations:

District	Area	Width in Feet	Yards in Feet		
	Minimum		Front	Side	Rear
~~SF-.25~~	~~10,000 sq. ft.~~	~~80~~	~~25~~	~~10~~	~~10~~
SF-.50	20,000 sq. ft.	80	25	10	10
SF-1.0	40,000 sq. ft.	80	25	10	10
SF-2.5	2.5 acres	150	25	25	25
SF-5.0	5.0 acres	200	25	25	25
SF-10.0	10.0 acres	300	25	25	25

F. Modifying Regulations:
   1. Side Yards: The side yard setback on a "street side" yard shall be fifteen (15) feet
   2. Private Garages and Accessory Buildings: Private garages and accessory buildings located at least 10' behind the main dwelling on lots less than ½ acre

may have a side yard of three feet (3'), all others must be ten feet (10'), provided that all corner lots shall maintain fifteen feet (15') on the street side.

3. Prohibited Materials and Storage: No trash, rubbish, weeds or other combustible material shall be allowed to remain on any lot outside of approved containers in any residential zone. No junk, debris, or junk cars shall be stored or allowed to remain on any lot in any residential zone.
4. Location of Required Parking: Required parking shall not be located in the front yard setback.
5. All lighting shall comply with AVLU 10.26 Outdoor Lighting Ordinance.
6. For additional restrictions and clarifications in this zone, see AVLU 10.28 Supplementary and Qualifying Regulations for Land Use and Building.
7. ~~No industrial-looking buildings such as pre-engineered steel or pole barns allowed, unless specifically approved by the planning commission.~~

   ~~Any use not specifically allowed under permitted uses shall be prohibited.~~
8. Permitted and conditional uses set forth in this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.
   a. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
   b. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
9. Greater size and height: Notwithstanding the height and size limitations shown in this section, a greater building and accessory height and size may be allowed pursuant to a conditional use permit.
10. On large lots 5 Acre and larger the minimum lot size may be smaller than required, by the amount needed for road dedications.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____
Council Member | Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Frank Lindhardt, Mayor,, Apple Valley

APPLE VALLEY
ORDINANCE O-2022-38

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

SECTION 1: **AMENDMENT** "10.10.030 C Commercial Zones" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.10.030 C Commercial Zones

A. Purpose:
1. C-1 Convenience Commercial Zone:
a. The C-1 convenience commercial zone has been established for the purpose of providing shopping facilities within the various neighborhoods of the town, primarily for the convenience of people living in the neighborhood. The types of goods and services which may be offered for sale have been limited to "convenience goods" such as groceries, drugs, personal services such as hair cutting and hair dressing, distinguished by the fact that the principal patronage of the establishments originates within the surrounding neighborhood. Consequently, automobiles, furniture, appliances and other stores, the principal patronage of which originates outside the surrounding neighborhood, have been excluded from the C-1 zone.
b. Inasmuch as this zone is usually surrounded by dwellings, it is intended that residential amenities be maintained as much as possible. Stores, shops or businesses shall be retail establishments only and shall be permitted only under the following conditions:
(1) Such businesses shall be conducted wholly within an enclosed building except for the parking of automobiles and service to persons in automobiles, unless otherwise permitted.
(2) No entertainment except music shall be permitted in any C-1 zone.
(3) All uses must be free from objections because of odor, dust, smoke, noise, vibration or other similar offensive nuisances to adjacent neighborhood areas.
2. C-2 Highway Commercial Zone:
a. The principal objective in establishing the C-2 highway commercial zone is to provide areas within the town where facilities that serve the traveling public can be most appropriately located.
b. Other purposes for establishing the C-2 highway commercial zone are

to promote safety on the highways, to promote the convenience of the traveling public, to promote beauty in the appearance of intersections and interchanges in the town and to prohibit uses which will tend to be contrary to the use of the land for its primary purposes or which would be unsightly to the traveling public. In general, this zone is located close to freeway interchanges and at the intersections of important transportation routes.

3. C-3 General Commercial Zone:
    a. The objective of the C-3 general commercial zone is to provide space within the town where nearly all types of commercial goods and services may be provided.

       Since the zone permit s such a wide variety of uses, the protective features which zoning normally affords to adjacent properties are mostly nonexistent. Owners should develop and maintain their property in recognition thereof.
    b. The C-3 general commercial zones should be located principally in existing communities and not along major highways. To maximize traffic safety, property owners should shall provide access in a manner that will minimize the hazard of traffic leaving and entering roadways.

       To maximize traffic safety, a traffic impact study must be performed.

       As this zone primarily serves the traveling public, all traffic should enter and exit any commercial property in this zone from the highway, major and arterial roads, and not through residential roads if located adjacent to residential areas.

B. Permitted Uses: In the following list of possible uses, those designated as being permitted in a zone will be identified with the letter "P". Uses designated with the letter "N" will not be allowed in that zone. The following list is not intended to be all inclusive, but rather, indicative of uses permitted in the zone. Any uses not specified as permitted shall be prohibited.

	C-1	C-2	C-3	
Air conditioning, sales and service	N	N	P	
Altering, pressing and repairing of wearing apparel	P	P	P	
Amusement enterprises	N	P	P	
Animal hospital	N	P	P	
Antique, import or souvenir shop	N	P	P	
Arcade	N	P	P	

Arcade	N	P	P	
Athletic and sporting goods store, excluding sale or repair of motor vehicles, motor boats or motors	N	P	P	
Athletic club	P	P	P	
Auction establishment (retail goods only)	N	N	P	
Automobile, new or used sales and service	N	P	P	
Automobile parts sales (new)	N	P	P	
Automobile rental	N	P	P	
Art Gallery	N	P	P	
Automobile repair including paint, body, fender, brake, muffler, upholstery or transmission (completely enclosed building)	N	N	P	
Bakery manufacture limited to foods retailed on premises	P	P	P	
Bank or financial institution	P	P	P	
Barber shop	P	P	P	
Beauty shop	P	P	P	
Bed and breakfast inn	P	P	P	
Bar Pub, Tavern	N	P	P	
Billiard parlor	N	P	P	
Bicycle sales and service	N	P	P	
Boat sales and service	N	N	P	
Bookbinding	P	P	P	
Bookstore, retail	P	P	P	
Bowling alley	N	P	P	
Building materials sales	N	N	P	
Bus terminal	N	P	P	
Cabinet shop	N	N	P	
Cabins	N	N	N	
Cafe or cafeteria	P	P	P	

Camera store	P	P	P	
Candy store, confectionery	P	P	P	
Campgrounds	N	N	N	
Car wash	N	P	P	
Caretakers dwelling, incidental to a commercial use	N	P	P	
Carpet and rug cleaning	N	N	P	
Catering establishment	N	P	P	
Child nursery	P	N	P	
Clinics, medical or dental	N	P	P	
Clothing and accessory store	N	P	P	
Coal and fuel sales office	N	N	P	
Convenience markets (including sale of gasoline)	P	P	P	
Crematorium	N	N	P	
Dairy product store	P	P	P	
Dance hall	N	P	P	
Delicatessen	P	P	P	
Department store	N	P	P	
Drapery and curtain store	N	P	P	
Drugstore	N	P	P	
Educational institutions	N	P	P	
Egg and poultry store (retail sales only), no live bird slaughtering permitted	P	P	P	
Electrical and heating appliances and fixtures sales and services	N	N	P	
Electronic equipment sales and service	N	P	P	
Employment agency	N	P	P	
Fabric and textile store	N	P	P	
Farm implement sales	N	P	P	
Fence, sales and service	N	N	P	

Florist shop	P	P	P	
Fruit store (enclosed)	P	P	P	
Furniture sales and repair	N	P	P	
Garden supplies and plant material sales	N	P	P	
Gift store	P	P	P	
Government buildings or uses, no industrial	N	P	P	
Greenhouse and nursery, soil and lawn service	N	P	P	
Grocery store	P	P	P	
Gunsmith	N	P	P	
Hardware stores	N	P	P	
Health club	P	P	P	
Health food store	P	P	P	
Hobby and crafts store	N	P	P	
Hospitals	N	P	P	
Hotel	N	P	P	
Household appliance sales and service	N	P	P	
Ice cream parlor	P	P	P	
Ice manufacture and storage	N	N	P	
Ice store or vending station	P	P	P	
Insurance agency	N	P	P	
Interior decorating and designing establishment	N	P	P	
Janitor service and supply	N	N	P	
Jewelry store sales and service	N	P	P	
Laboratory, dental or medical	N	P	P	
Laundry or dry cleaners, Laundromat	P	P	P	
Legal office	N	P	P	
Library	N	P	P	
Liquor store	N	P	P	

Locksmith	N	P	P	
Lodge or social hall	N	P	P	
Lodging Hotel, Motel	N	P	P	
Lounge	N	P	P	
Lumber yard	N	N	P	
Manufactured home sales lot and service	N	P	P	
Medical office	N	P	P	
Monument works and sales	N	N	P	
Mortuary	N	P	P	
Museum	N	P	P	
Music store	N	P	P	
Needlework, embroidery or knitting store	N	P	P	
Newsstand	P	P	P	
Nursery school	P	N	P	
Office supply, office machines sales and service	N	P	P	
Optometrist, optician or oculist	N	P	P	
Paint or wallpaper store	N	P	P	
Park and playground	P	P	P	
Pawnshop	N	P	P	
Pet and pet supply store	N	P	P	
Pharmacy	N	P	P	
Photographic supplies	N	P	P	
Physician or surgeon office clinic	N	P	P	
Plumbing shop	N	P	P	
Pool hall	N	P	P	
Popcorn or nut shop	N	P	P	
Post office	N	P	P	
Printing, lithographing, publishing or reproduction sales and service	N	P	P	

Professional office	N	P	P	
Radio and television sales and service	N	P	P	
Real estate agency	N	P	P	
Reception center or wedding chapel	N	P	P	
Recreation center	N	P	P	
Rental agency for home and garden equipment	N	P	P	
Restaurant	P	P	P	
Restaurant, drive-in	P	P	P	
Roller skating rink	N	P	P	
Secondhand store	N	P	P	
Service station, handi-mart	P	P	P	
Shoe repair and shoe shine shop	N	P	P	
Shoe store	N	P	P	
Sign painting	N	P	P	
Sign sales	N	P	P	
Storage rental units	N	P	P	
Supermarket	N	N	P	
Theater, indoor	N	P	P	
Theater, outdoor	N	P	P	
Tire recapping or retreading	N	P	P	
Tire sales and service	N	N	P	
Toy store, retail	N	P	P	
Trailer sales and service	N	P	P	
Travel agency	N	P	P	
Tourist Tours Operations	P	P	P	
Used car lot	N	P	P	
Variety store	N	P	P	

Vegetable stand	P	P	P	
Winery	P	P	P	

C. General Requirements:

	C-1	C-2	C-3	
Minimum lot area	None	None	None	
Maximum zone area	None	None	None	
Minimum yard setbacks from property line (in feet)				
Front	25	25	25	
Side	10	10	10	
Side facing a street on a corner lot	25	25	25	
Rear	10	10	10	
Building heights (in feet)				
Minimum	8	8	8	
Maximum	35	35	35	
Heights are maximum unless specifically approved to a greater height by the planning commission				
Minimum distance between buildings	10	10	10	

1. Site Plan Approval:
    a. A site plan shall be submitted, drawn to scale, and of sufficient size and detail to show building locations, yard setbacks, ingress and egress drives, parking areas, landscaped areas and such other improvements as may be required relating to the specific use proposed.
    b. The site plan, or an additional plan drawn to the same scale, shall show utility locations, including water, power, drainage, telephone; cable TV, sewer or septic tank location, fire hydrants, street improvements and such other public improvements as may be required.
    c. Planning commission review and Town Council approval shall precede the issuance of any permit for site improvement, or construction permit for utility systems. No building permits shall be issued until all underground site improvements have been installed

and construction authorized by the building inspector.

D. Special Provisions:
    1. Storage Of Materials And Merchandise: All materials and merchandise, except vehicles in running order, shall be stored in an enclosed building or within an enclosure surrounded by a sight obscuring fence or wall of not less than six (6') feet in height, and no material or merchandise shall be stored to a height greater than that of the enclosing fence or wall.
    2. Trash, Combustible Materials, Junk and Debris: No trash, rubbish, weeds or other combustible material shall be allowed to remain on any lot outside of approved containers in any commercial zone. No junk, debris, or similar material shall be stored or allowed to remain on any lot in any commercial zone.
    3. Solid Waste Storage Facilities: All solid waste storage facilities shall be located at the rear of the main building or else behind a sight obscuring fence or wall which will prevent the facility from being seen from a public street.
    4. Protection Of Adjoining Residential Property: Where a commercial development adjoins any lot or parcel of ground in any residential zone, there shall be provided along the adjoining property line a decorative, sight obscuring fence, or a ten (10') foot wide planting strip, or any combination of fencing and landscaping which adequately protects the adjoining residential property.
    5. Residential Dwellings: No residential dwelling of any kind is permitted in any commercial zoning district.
    6. Lighting: all lighting shall be directed away from any residential use to protect neighboring properties from light pollution, and shielded from the night sky with no light emitted above a horizontal plane. Reference AVLU 10.26.
    7. All lodging located in a commercial zone, shall require an on-site manager.

E. Abandoned, Wrecked, or Junk Vehicles:
    1. Abandoned Vehicles Prohibited: It shall be unlawful to park or permit the parking of any licensed or unlicensed motor vehicle or parts thereof in an abandoned condition upon any public or private property within the Town for longer than seventy two (72) hours, except as follows:
        a. In a commercial or industrial zone, the number of such vehicles is determined by permit, and:
            (1) Such use is authorized in the zone where the use is located, and
            (2) Vehicles and parts thereof are stored within a building or are completely screened by a six (6) foot high, opaque, sight obscuring fence.
        b. Nuisance: The accumulation and storage of more than the permitted number of vehicles or parts thereof on pri va te or public property except as set forth above shall constitute a nuisance, detrimental to the health, safety, and welfare of the inhabitants of the Town. It shall be the duty of the owner of such vehicle or parts thereof, or lessee, or other person in possession of private property upon which such

vehicle or parts thereof is located, to remove the same from such property.

AFTER AMENDMENT

10.10.030 C Commercial Zones

A. Purpose:
1. C-1 Convenience Commercial Zone:
a. The C-1 convenience commercial zone has been established for the purpose of providing shopping facilities within the various neighborhoods of the town, primarily for the convenience of people living in the neighborhood. The types of goods and services which may be offered for sale have been limited to "convenience goods" such as groceries, drugs, personal services such as hair cutting and hair dressing, distinguished by the fact that the principal patronage of the establishments originates within the surrounding neighborhood. Consequently, automobiles, furniture, appliances and other stores, the principal patronage of which originates outside the surrounding neighborhood, have been excluded from the C-1 zone.
b. Inasmuch as this zone is usually surrounded by dwellings, it is intended that residential amenities be maintained as much as possible. Stores, shops or businesses shall be retail establishments only and shall be permitted only under the following conditions:
(1) Such businesses shall be conducted wholly within an enclosed building except for the parking of automobiles and service to persons in automobiles, unless otherwise permitted.
(2) No entertainment except music shall be permitted in any C-1 zone.
(3) All uses must be free from objections because of odor, dust, smoke, noise, vibration or other similar offensive nuisances to adjacent neighborhood areas.
2. C-2 Highway Commercial Zone:
a. The principal objective in establishing the C-2 highway commercial zone is to provide areas within the town where facilities that serve the traveling public can be most appropriately located.
b. Other purposes for establishing the C-2 highway commercial zone are to promote safety on the highways, to promote the convenience of the traveling public, to promote beauty in the appearance of intersections and interchanges in the town and to prohibit uses which will tend to be contrary to the use of the land for its primary purposes or which would be unsightly to the traveling public. In general, this zone is located close to freeway interchanges and at the intersections of important transportation routes.
3. C-3 General Commercial Zone:

a. The objective of the C-3 general commercial zone is to provide space within the town where nearly all types of commercial goods and services may be provided.

   Since the zone permit s such a wide variety of uses, the protective features which zoning normally affords to adjacent properties are mostly nonexistent. Owners should develop and maintain their property in recognition thereof.

b. The C-3 general commercial zones should be located principally in existing communities and not along major highways. To maximize traffic safety, property owners should shall provide access in a manner that will minimize the hazard of traffic leaving and entering roadways.

   To maximize traffic safety, a traffic impact study must be performed.

   As this zone primarily serves the traveling public, all traffic should enter and exit any commercial property in this zone from the highway, major and arterial roads, and not through residential roads if located adjacent to residential areas.

B. Permitted Uses: In the following list of possible uses, those designated as being permitted and conditional in a zone will be identified with the letter "P" or "C" respectively. Uses designated with the letter "N" will not be allowed in that zone. The following list is not intended to be all inclusive, but rather, indicative of uses permitted in the zone. Any uses not specified as permitted shall be prohibited unless the planning commission determines the use is substantially the same as a permitted or conditional use as provided in 10-7-180-E4.

	C-1	C-2	C-3	
Air conditioning, sales and service	N	N	P	
Altering, pressing and repairing of wearing apparel	P	P	P	
Amusement enterprises	N	P	P	
Animal hospital	N	P	P	
Antique, import or souvenir shop	N	P	P	
Arcade	N	P	P	
~~Arcade~~	~~N~~	~~P~~	~~P~~	
Assisted living facility	C	N	N	
Athletic and sporting goods store, excluding sale or repair of motor vehicles, motor boats or motors	N	P	P	

Athletic club	P	P	P	
Auction establishment (retail goods only)	N	N	P	
Automobile, new or used sales and service	N	P	P	
Automobile parts sales (new)	N	P	P	
Automobile rental	N	P	P	
Art Gallery	N	P	P	
Automobile repair including paint, body, fender, brake, muffler, upholstery or transmission (completely enclosed building)	N	N	P	
Bakery manufacture limited to foods retailed on premises	P	P	P	
Bank or financial institution	P	P	P	
Barber shop	P	P	P	
Beauty shop	P	P	P	
Bed and breakfast inn	P	P	P	
Bar Pub, Tavern	N	P	P	
Billiard parlor	N	P	P	
Bicycle sales and service	N	P	P	
Boat sales and service	N	N	P	
Bookbinding	P	P	P	
Bookstore, retail	P	P	P	
Bowling alley	N	P	P	
Building materials sales	N	N	P	
Bus terminal	N	P	P	
Cabinet shop	N	N	P	
Cabins	N	N	N	
Cafe or cafeteria	P	P	P	
Camera store	P	P	P	
Candy store, confectionery	P	P	P	

Campgrounds	N	N	N	
Car wash	N	P	P	
Caretakers dwelling, incidental to a commercial use	N	P	P	
Carpet and rug cleaning	N	N	P	
Catering establishment	N	P	P	
Child nursery	P	N	P	
Clinics, medical or dental	N	P	P	
Clothing and accessory store	N	P	P	
Coal and fuel sales office	N	N	P	
Convenience markets (including sale of gasoline)	P	P	P	
Crematorium	N	N	P	
Dairy product store	P	P	P	
Dance hall	N	P	P	
Delicatessen	P	P	P	
Department store	N	P	P	
Drapery and curtain store	N	P	P	
Drugstore	N	P	P	
Educational institutions	N	P	P	
Egg and poultry store (retail sales only), no live bird slaughtering permitted	P	P	P	
Electrical and heating appliances and fixtures sales and services	N	N	P	
Electronic equipment sales and service	N	P	P	
Employment agency	N	P	P	
Fabric and textile store	N	P	P	
Farm implement sales	N	P	P	
Fence, sales and service	N	N	P	
Florist shop	P	P	P	
Fruit store (enclosed)	P	P	P	

Furniture sales and repair	N	P	P	
Gas and Fuel, Storage and Sales	N	N	C	
Garden supplies and plant material sales	N	P	P	
Gift store	P	P	P	
Government buildings or uses, no industrial	N	P	P	
Greenhouse and nursery, soil and lawn service	N	P	P	
Grocery store	P	P	P	
Gunsmith	N	P	P	
Hardware stores	N	P	P	
Health club	P	P	P	
Health food store	P	P	P	
Hobby and crafts store	N	P	P	
Hospitals	N	P	P	
Hotel	N	P	P	
Household appliance sales and service	N	P	P	
Ice cream parlor	P	P	P	
Ice manufacture and storage	N	N	P	
Ice store or vending station	P	P	P	
Insurance agency	N	P	P	
Interior decorating and designing establishment	N	P	P	
Janitor service and supply	N	N	P	
Jewelry store sales and service	N	P	P	
Kennel, Commercial	C	N	C	
Laboratory, dental or medical	N	P	P	
Laundry or dry cleaners, Laundromat	P	P	P	
Legal office	N	P	P	
Library	N	P	P	
Liquor store	N	P	P	

Locksmith	N	P	P	
Lodge or social hall	N	P	P	
Lodging Hotel, Motel	N	P	P	
Lounge	N	P	P	
Lumber yard	N	N	P	
Manufactured home sales lot and service	N	P	P	
Medical office	N	P	P	
Metal Building	C	C	C	
Monument works and sales	N	N	P	
Mortuary	N	P	P	
Museum	N	P	P	
Music store	N	P	P	
Needlework, embroidery or knitting store	N	P	P	
Newsstand	P	P	P	
Nursery school	P	N	P	
Office supply, office machines sales and service	N	P	P	
Optometrist, optician or oculist	N	P	P	
Paint or wallpaper store	N	P	P	
Park and playground	P	P	P	
Pawnshop	N	P	P	
Pet and pet supply store	N	P	P	
Pharmacy	N	P	P	
Photographic supplies	N	P	P	
Physician or surgeon office clinic	N	P	P	
Plumbing shop	N	P	P	
Pool hall	N	P	P	
Popcorn or nut shop	N	P	P	
Post office	N	P	P	

Printing, lithographing, publishing or reproduction sales and service	N	P	P	
Professional office	N	P	P	
Radio and television sales and service	N	P	P	
Real estate agency	N	P	P	
Reception center or wedding chapel	~~N~~C	P	P	
Recreation center	N	P	P	
Rental agency for home and garden equipment	N	P	P	
Restaurant	P	P	P	
Restaurant, drive-in	P	P	P	
Roller skating rink	N	P	P	
Secondhand store	N	P	P	
Service station, handi-mart	P	P	P	
Shoe repair and shoe shine shop	N	P	P	
Shoe store	N	P	P	
Sign painting	N	P	P	
Sign sales	N	P	P	
Storage rental units	N	P	P	
Supermarket	N	N	P	
Theater, indoor	N	P	P	
Theater, outdoor	N	P	P	
Tire recapping or retreading	N	P	P	
Tire sales and service	N	N	P	
Toy store, retail	N	P	P	
Trailer sales and service	N	P	P	
Travel agency	N	P	P	
Tourist Tours Operations	P	P	P	

Used car lot	N	P	P	
Variety store	N	P	P	
Vegetable stand	P	P	P	
Winery	P	P	P	

C. General Requirements:

	C-1	C-2	C-3	
Minimum lot area	None	None	None	
Maximum zone area	None	None	None	
Minimum yard setbacks from property line (in feet)				
Front	25	25	25	
Side	10	10	10	
Side facing a street on a corner lot	25	25	25	
Rear	10	10	10	
Building heights (in feet)				
Minimum	8	8	8	
Maximum	35	35	35	
~~Heights are maximum unless specifically approved to a greater height by the planning commission~~	-	-	-	
Minimum distance between buildings	10	10	10	

1. Site Plan Approval:
    a. A site plan shall be submitted, drawn to scale, and of sufficient size and detail to show building locations, yard setbacks, ingress and egress drives, parking areas, landscaped areas and such other improvements as may be required relating to the specific use proposed.
    b. The site plan, or an additional plan drawn to the same scale, shall show utility locations, including water, power, drainage, telephone; cable TV, sewer or septic tank location, fire hydrants, street improvements and such other public improvements as may be required.
    c. Planning commission review and Town Council approval shall precede the issuance of any permit for site improvement, or

construction permit for utility systems. No building permits shall be issued until all underground site improvements have been installed and construction authorized by the building inspector.

D. Special Provisions:

1. Storage Of Materials And Merchandise: All materials and merchandise, except vehicles in running order, shall be stored in an enclosed building or within an enclosure surrounded by a sight obscuring fence or wall of not less than six (6') feet in height, and no material or merchandise shall be stored to a height greater than that of the enclosing fence or wall.

2. Trash, Combustible Materials, Junk and Debris: No trash, rubbish, weeds or other combustible material shall be allowed to remain on any lot outside of approved containers in any commercial zone. No junk, debris, or similar material shall be stored or allowed to remain on any lot in any commercial zone.
3. Solid Waste Storage Facilities: All solid waste storage facilities shall be located at the rear of the main building or else behind a sight obscuring fence or wall which will prevent the facility from being seen from a public street.
4. Protection Of Adjoining Residential Property: Where a commercial development adjoins any lot or parcel of ground in any residential zone, there shall be provided along the adjoining property line a decorative, sight obscuring fence, or a ten (10') foot wide planting strip, or any combination of fencing and landscaping which adequately protects the adjoining residential property.
5. Residential Dwellings: No residential dwelling of any kind is permitted in any commercial zoning district.
6. Lighting: all lighting shall be directed away from any residential use to protect neighboring properties from light pollution, and shielded from the night sky with no light emitted above a horizontal plane. Reference AVLU 10.26.
7. All lodging located in a commercial zone, shall require an on-site manager.
8. Permitted and conditional uses set forth in this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.
    a. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
    b. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
9. Greater size and height: Notwithstanding the height and size limitations shown in this section, a greater building and accessory height and size may be allowed pursuant to a conditional use permit.

E. Abandoned, Wrecked, or Junk Vehicles:

1. Abandoned Vehicles Prohibited: It shall be unlawful to park or permit the parking of any licensed or unlicensed motor vehicle or parts thereof in an

abandoned condition upon any public or private property within the Town for longer than seventy two (72) hours, except as follows:

a. In a commercial or industrial zone, the number of such vehicles is determined by permit, and:
    (1) Such use is authorized in the zone where the use is located, and
    (2) Vehicles and parts thereof are stored within a building or are completely screened by a six (6) foot high, opaque, sight obscuring fence.

b. Nuisance: The accumulation and storage of more than the permitted number of vehicles or parts thereof on pri va te or public property except as set forth above shall constitute a nuisance, detrimental to the health, safety, and welfare of the inhabitants of the Town. It shall be the duty of the owner of such vehicle or parts thereof, or lessee, or other person in possession of private property upon which such vehicle or parts thereof is located, to remove the same from such property.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____
Council Member | Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Frank Lindhardt, Mayor,, Apple Valley

APPLE VALLEY
ORDINANCE O-2022-39

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

SECTION 1: **AMENDMENT** "10.10.040 I Industrial Zone" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.10.040 I Industrial Zone

A. Purpose: The objective in establishing the I-1 zone is to provide space for various types of land uses whose effects, both secondary and direct, are not compatible with uses found in other zones in the town. Any uses not specified as permitted shall be prohibited.
B. Permitted Uses: Uses permitted in this zone are as follows:
    1. Recycling businesses, not including hazardous materials.
C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:
    1. Concrete batch plants.
    2. Gravel crushing equipment.
    3. Gravel pits.
    4. Hot mix asphalt plants.
    5. Landfill operations.
    6. Mining or ore processing operations.
    7. Open space or agricultural uses.
    8. Sewage lagoons and/or treatment plants.
    9. Storage, baling, and processing of wood, glass, paper, and junk.
    10. Other uses similar to the above and judged to be in harmony with the character and intent of this zone.
D. Site Development Standards:

Minimum Lot Area	0.75 acre
Setbacks (in feet)	
Front	25
Side	25
Rear	25
Minimum Zone Area	30 acres

1. Site Plan Approval:
    a. A site plan shall be submitted, drawn to scale, and of sufficient size and detail to show building locations, yard setbacks, ingress and egress drives, parking areas, landscaped areas, etc., and such other improvements as may be required by the planning commission relating to the specific use proposed.
    b. The site plan, or another plan drawn to scale, shall show utility locations, including water, power, telephone, cable TV, sewer or septic tank locations, fire hydrants, street improvements, site drainage, including holding ponds for runoff, and such other public improvements as may be required.
    c. Planning commission review and approval shall precede the issuance of any building permit for site improvements, or construction permits for utility system installation.

E. Special Provisions:
1. Storage of Materials and Merchandise: All storage and merchandise shall be stored in an enclosed building or within an enclosure surrounded by a sight obscuring fence or wall of not less than six feet (6') in height, and no material or merchandise shall be stored to a height greater than that of the enclosing fence or wall.
2. Junk: Storage of "junk" or partially or completely dismantled automobiles shall be enclosed within a sight obscuring wall or fence of not less than six feet (6') in height, and material so stored shall be kept below the height of the fence or wall.
3. Solid Waste Storage Facilities: Solid waste storage facilities shall be located at the rear of the main building or else behind a sight obscuring fence or wall which will prevent the facility from being seen from a public street.
4. Parking: Parking shall be as required by AVLU 10.16 or an addendum thereto.
5. Lighting: Lighting shall be as required by AVLU 10.26 or other applicable requirements.
6. Utilities and Fire Protection: All developments shall be served by a source of culinary water, sewer or septic tank, as may be approved by the southwest district public health department, electrical power from a power company whose area of service covers the proposed business site location, and adequate water for fire protection as required by the subdivision ordinance. Where utility companies are involved in providing these services, a letter shall be submitted from each such company along with the site plan required in this chapter.
7. Hours of Operation: The planning commission may establish hours of operation in order to eliminate excess noise, lighting or other nuisances.
8. Manufacturing Zone Uses Excluded: All uses specifically excluded from the town under AVS 11 shall also be excluded from this zone.

AFTER AMENDMENT

10.10.040 I Industrial Zone

A. Purpose: The objective in establishing the I-1 zone is to provide space for various types of land uses whose effects, both secondary and direct, are not compatible with uses found in other zones in the town. Any uses not specified as permitted shall be prohibited.
B. Permitted Uses: Uses permitted in this zone are as follows:
    1. Recycling businesses, not including hazardous materials.
C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:
    1. Concrete batch plants.
    2. Gravel crushing equipment.
    3. Gravel pits.
    4. Hot mix asphalt plants.
    5. Landfill operations.
    6. Metal Building.
    7. Mining or ore processing operations.
    8. Open space or agricultural uses.
    9. Sewage lagoons and/or treatment plants.
    10. Storage, baling, and processing of wood, glass, paper, and junk.
    ~~11. Other uses similar to the above and judged to be in harmony with the character and intent of this zone.~~
D. Any use not shown in this section shall be prohibited unless the planning commission determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-180-E4 of this title.
E. Site Development Standards:

Minimum Lot Area	0.75 acre
Setbacks (in feet)	
Front	25
Side	25
Rear	25
Minimum Zone Area	30 acres

1. Site Plan Approval:
    a. A site plan shall be submitted, drawn to scale, and of sufficient size and detail to show building locations, yard setbacks, ingress and egress drives, parking areas, landscaped areas, etc., and such other improvements as may be required by the planning commission relating to the specific use proposed.
    b. The site plan, or another plan drawn to scale, shall show utility locations, including water, power, telephone, cable TV, sewer or septic tank locations, fire hydrants, street improvements, site drainage,

including holding ponds for runoff, and such other public improvements as may be required.

c. Planning commission review and approval shall precede the issuance of any building permit for site improvements, or construction permits for utility system installation.

F. Special Provisions:

1. Storage of Materials and Merchandise: All storage and merchandise shall be stored in an enclosed building or within an enclosure surrounded by a sight obscuring fence or wall of not less than six feet (6') in height, and no material or merchandise shall be stored to a height greater than that of the enclosing fence or wall.
2. Junk: Storage of "junk" or partially or completely dismantled automobiles shall be enclosed within a sight obscuring wall or fence of not less than six feet (6') in height, and material so stored shall be kept below the height of the fence or wall.
3. Solid Waste Storage Facilities: Solid waste storage facilities shall be located at the rear of the main building or else behind a sight obscuring fence or wall which will prevent the facility from being seen from a public street.
4. Parking: Parking shall be as required by AVLU 10.16 or an addendum thereto.
5. Lighting: Lighting shall be as required by AVLU 10.26 or other applicable requirements.
6. Utilities and Fire Protection: All developments shall be served by a source of culinary water, sewer or septic tank, as may be approved by the southwest district public health department, electrical power from a power company whose area of service covers the proposed business site location, and adequate water for fire protection as required by the subdivision ordinance. Where utility companies are involved in providing these services, a letter shall be submitted from each such company along with the site plan required in this chapter.
7. Hours of Operation: The planning commission may establish hours of operation in order to eliminate excess noise, lighting or other nuisances.
8. Greater size and height: Notwithstanding the height and size limitations shown in this section, a greater building and accessory height and size may be allowed pursuant to a conditional use permit.
9. Permitted and conditional uses set forth in this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.
    a. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
    b. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
10. Manufacturing Zone Uses Excluded: All uses specifically excluded from the town under AVLU~~S~~ 11 shall also be excluded from this zone.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt				
Council Member | Andy McGinnis				
Council Member | Barratt Nielson				
Council Member | Kevin Sair				
Council Member | Robin Whitmore				

Attest

Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

Frank Lindhardt, Mayor,, Apple Valley

APPLE VALLEY
ORDINANCE O-2022-40

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

SECTION 1: **AMENDMENT** "10.04.010 Terms Defined" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.04.010 Terms Defined

For the purpose of this title, certain words and terms are defined as follows: Words used in the present tense include the future; words in the singular number include the plural, and words in the plural include the singular; words not included herein but defined in the building code shall be construed as defined therein.

ADULT DAYCARE FACILITY: Any building or structure furnishing care, supervision and guidance for three (3) or more adults unaccompanied by a guardian for periods of less than twenty four (24) hours per day.

AGRICULTURE: Land devoted to the raising of useful plants and animals with a reasonable expectation of profit, including, forage and sod crops, grain and feed crops, nut and fruit crops, vegetables, nursery, floral and ornamental stock, livestock animals, including domestic animals, poultry and honeybees. "Agricultural land" also includes land devoted to and meeting the requirements and qualifications for payments or other compensation under a crop land retirement program with an agency of the state or federal government.

ANIMAL NUMBERS: The number of animals does not include newborn animals under the age of six (6) months, or newborn animals that are dependent upon their mother for sustenance of life, whichever is greater, that were born by animals kept on the property by the owner of the property, or a tenant of the property.

ANIMAL SIZE: The categorizing of animals based upon a classification of large or small animals. The determination may be made by size of animal, irrespective of species or genetic makeup at the discretion of the planning commission.

ASSISTED LIVING FACILITY: A residential facility, licensed by the state of Utah, with a home like setting that provides an array of coordinated supportive personal and healthcare services, available twenty four (24) hours per day, to residents who have been assessed under rules of the Utah department of health or the Utah department of human services to need any of these services. Each resident shall have a service plan based on the assessment, which may include: a) specified services of intermittent nursing care; b) administration of medication; and c) support services promoting resident's independence and self-sufficiency. Such facility does not include adult daycare provided in conjunction with a residential facility for elderly persons or a residential facility for persons with a disability.

BASEMENT: A story partly underground. A basement shall be counted as a story for purposes of height measurement if its height is one-half (1/2) or more above grade.

BED AND BREAKFAST, HOME: A limited commercial activity within an owner occupied residential structure where not more than four (4) sleeping rooms may be rented to paying guests on a nightly basis and the breakfast meal, if provided, must be provided for in the rental rate. All parking must be off-street. The total number of occupants, including the owners, owner's family, and guests shall not exceed ten (10) people.

BOARDER: A person living in a rented room in a boarding house. The boarding house operator or a member of his or her immediate family who resides on the premises with the operator shall not be considered to be a "boarder".

BOARDING HOUSE: A building or portion thereof where, for compensation, rooms are rented, together with meals for not more than fifteen (15) boarders who generally do not directly utilize kitchen facilities. The operator of a boarding house must reside on the premises of a "boarding house". The word "compensation" shall include compensation in money, services or other things of value. A "boarding house" does not include a residential facility for disabled persons or a residential facility for the elderly. A boarding house does not include a nonresidential facility such as a rehabilitation/treatment facility, where the primary purpose of the facility is to deliver rehabilitation, treatment, counseling, medical, protective or other similar services to the occupants.

BUILDING: Any structure having a roof supported by columns or walls, for the housing or enclosure of persons, animals or chattels.

BUILDING, ACCESSORY: A detached subordinate building clearly incidental to and located upon the same lot occupied by the main building. There shall be a "main" building on the lot before a permit may be issued for any other building to be "accessory".

BUILDING, HEIGHT OF: The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the height of the highest peak of a pitched or hipped roof. The reference datum shall be selected by one of the following, whichever yields the greatest height of building:

A. The elevation of the highest adjoining sidewalk or ground surface within a five foot

(5') horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than ten feet (10') above the lowest grade.

B. An elevation ten feet (10') higher than the lowest grade when the sidewalk or ground surface described in subsection A of this definition is more than ten feet (10') above grade.

C. The height of a stepped or terraced building is the maximum height of any segment of the building.

BUILDING, MAIN: The principal building or one of the principal buildings upon a lot, or the building or one of the principal buildings housing the principal use upon a lot.

BUILDING, PUBLIC: A building owned and operated or owned and intended to be operated by the public agency of the United States of America, of the state of Utah, or any of its subdivisions.

BUILDING, FARM, BONA FIDE: A building used for farming operations only.

CABIN: A cabin is a small stick-built or small manufactured home, built or placed on a permanent foundation, and shall be less than 600 sq feet in size. Any cabin that has wheels or skids and not placed on a permanent foundation shall be considered a Recreational Vehicle and may only be placed in a Recreational Vehicle Park Zone.

CARPORT: A private garage not completely enclosed by walls or doors. For the purposes of this title, a carport shall be subject to all of the regulations prescribed for a private garage.

CHILD NURSERY: An establishment for the care and/or instruction, whether or not for compensation, of six (6) or more children other than members of the family residing on the premises.

CLUB, PRIVATE: An organization, group or association supported by the members thereof, the sole purpose of which is to render a service customarily rendered for members and their guests, but shall not include any service, the chief activity of which is customarily carried on as a business, and does not include labor union organizations or similar labor or business organizations.

COMMUNITY CORRECTIONAL FACILITY: A facility licensed by or contracted by the state of Utah to provide temporary occupancy for previously incarcerated persons which assists such persons in making a transition from a correctional institution environment to independent living. Such facility may also provide ancillary, temporary occupancy for individuals placed as part of, or in lieu of, confinement rehabilitation, or treatment in a correctional institution.

CONDITIONAL USE: A use of land for which specific conditions of approval are recommended by the planning commission and approved by the Town Council prior to authorizing a permit.

CONDOMINIUM OR TOWNHOUSE PROJECT: A development where there is ownership of a single unit in a multiple-family development, together with an undivided interest in the common area and facilities, and such project meets all requirements of the condominium ownership act of the state of Utah.

CORRECTIONAL INSTITUTION: A prison, jail, juvenile detention facility or juvenile secure facility.

DAIRY: A commercial establishment for manufacture or processing of dairy products.

DISABILITY: A physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment, or being regarded as having such an impairment. "Disability" does not include current illegal use of Drugs, or addiction to any illegal drugs, any federally controlled substance, as defined in section 102 of the controlled substances act, 21 USC, or successor law.

DOMESTIC ANIMALS:

A. Animals historically found on farms in Washington County. "Domestic animals" shall not include animals commonly found in zoos and animal preserves and which animals are not historically endemic to the Washington County area.
B. Exception: Llamas may be considered as domestic animals, subject to the number limitations of the residential estate zone.

DWELLING: Any building or portion thereof containing one or more dwelling units occupied as, or designed or intended for occupancy as, a residence by one or more families.

DWELLING, GROUP: Two (2) or more dwellings located in more than one building placed upon a single lot.

DWELLING, MULTIPLE-FAMILY: A building arranged or designed to be occupied by more than two (2) families.

DWELLING, SINGLE-FAMILY: A building arranged or designed to include only one dwelling unit.

DWELLING, TWO-FAMILY: A building arranged or designed to be occupied by two (2) families, the structure having only two (2) dwelling units.

DWELLING UNIT: Any building or portion thereof designed, occupied, or intended as a residence for a family with complete and independent facilities for living, sleeping, eating, cooking and sanitation.

DWELLING UNIT, ACCESSORY: An accessory building, as defined herein, containing one or more rooms with private bath and/or kitchen facilities for residential use, (i.e. Casitas, Mother-in-law apartments, Guest houses,) which is:

A. Used for housing of guests without compensation, and
B. Not rented, leased or sold separately from the rental, lease or sale of the main dwelling unit(s) on the lot and encumbered by a recorded agreement which provides notice of these conditions.

ELDERLY PERSON: A person who is sixty (60) years or older, who desires or needs to live with other elderly persons in a group setting, but who is capable of living independently.

EXOTIC ANIMALS: Animals not historically found on farms in Washington County. "Exotic animals" shall include animals commonly found in zoos and animal preserves and which animals are not historically endemic to the Washington County area.

FAMILY: One or more persons related by blood, marriage, adoption or guardianship, or a group of not more than five (5) unrelated persons living together as a single nonprofit housekeeping unit, together with any incidental domestic staff who may or may not reside on the premises. "Family" does not exclude the care of foster children.

FENCE (SOLID): A fence of a material that is sight obscuring and made of a solid material such as wood, vinyl or masonry, but not including a chain-link fence with slats inserted into the chain-links or solid corrugated metal roofing or the like. Any questionable material shall be reviewed by the planning commission for determination.

GARAGE, PRIVATE: An accessory building, or space attached to the main building, designed or used for the storage of automobiles owned and used by the occupants of the main building.

GARAGE, PUBLIC: A building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling or storing motor driven vehicles.

GRADE: The lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line or, when the property line is more than five feet (5') from the building, between the building and a line five feet (5') from the building.

HOME OCCUPATION: Any use conducted entirely within a single-family dwelling and carried on by persons residing within the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is not display, nor stock in trade. Only legal permanent occupants of the residence may work in or on the residential property. All business related uses and storage shall be limited to the interior of the dwelling unit or accessory building. There shall be no sign advertising of any kind in connection with the home occupation. Up to 100% of the accessory building may be devoted to the home occupation.There shall be no perceivable increase in local traffic. Not more than twenty five percent (25%) of the dwelling unit shall be devoted to the home occupation.

HOSPITAL: An institution licensed by the state of Utah which provides diagnostic, therapeutic and rehabilitative services to individuals on both an inpatient and outpatient basis by or under the supervision of one or more physicians. Any medical clinic or professional office which offers any inpatient or overnight care, or operates on a twenty four (24) hour basis shall be considered to be a "hospital". A "hospital" may include integral support services facilities such as laboratories, outpatient units and training and central services, together with staff offices necessary to the operation of the hospital.

HOUSEHOLD PETS: Animals or fowl ordinarily permitted in the house and kept for personal use, such as dogs and cats, but not kept for commercial purposes, as defined in this title.

JAIL: A place of incarceration owned and operated by the county.

JUNK: Any or all worn out, cast off, destroyed or discarded article or material which is ready for destruction or has been collected and stored for salvage or conversion to some other use. Any article or material which, unaltered, unchanged and without further recondition, can be used for its original purpose as readily as when new and shall not be considered "junk".

JUNK CARS: Any used car or motor vehicle not in the process of reconditioning, which has been abandoned for use as a motor vehicle on a public highway and which is in unsafe operating condition and shall have remained in such condition for a period in excess of thirty (30) days; or portions of junk cars, such as hoods, fenders, radiators, rims, motors, hubcaps, etc., not being immediately utilized in the repair of a motor vehicle.

JUNKYARD: Any place, establishment or business maintained, used or operated for storing, keeping, buying or selling junk, or for the maintenance or operation of an automobile graveyard, and includes garbage and sanitary fills.

JUVENILE DETENTION FACILITY: A place of temporary detention for delinquent juveniles, which either is owned and operated by the state of Utah or is under contract with the state of Utah.

JUVENILE SECURE FACILITY: A place of incarceration for delinquent juveniles, which either is owned and operated by the state of Utah or is under contract with the state of Utah.

KENNEL: The land or building used for the keeping of five (5) or more dogs at least six (6) months old and/or eight (8) or more cats at least six (6) months old, which may also be referred to as a "cattery".

LIVESTOCK FEED YARD: A commercial operation on a parcel of land where livestock are kept in corrals or yards for extended periods of time at a density which permits little movement, and where all feed is provided for the purpose of fattening or maintaining the condition of livestock prior to their shipment to a stockyard for sale, etc.

LOT: A parcel of land occupied or to be occupied by a main building, or group of buildings (main and accessory), together with such yards, open spaces, lot width and lot area as are required by this title, and having frontage upon a dedicated and improved town road. Except for multiple-family dwellings, not more than one dwelling structure shall occupy any one lot.

LOT, CORNER: A lot having frontage on two (2) or more improved and dedicated county roads.

MANUFACTURED HOME: A transportable factory built housing unit constructed on or after June 15, 1976, according to the federal home construction and safety standards act of 1974 (HUD code) in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or when erected on site, is four hundred (400) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems.

MANUFACTURED HOME PARK: Any area or tract of land used or designed to accommodate two (2) or more manufactured homes for permanent living purposes as opposed to a recreational vehicle park where campers or travel trailers are parked for overnight or short periods of time.

MOBILE HOME: A transportable factory built housing unit built prior to June 15, 1976, in accordance with the state mobile home code which existed prior to the federal manufactured housing and standards act (HUD code).

MOBILE HOME PARK: A parcel of land, approved prior to May 27, 1997, which was planned and improved for the placement of mobile homes for residential use.

MOTEL: Any building or group of buildings containing sleeping rooms, designed for temporary use by automobile tourists or transients, with garage attached or parking space conveniently located to each unit.

NATURAL WATERWAYS: Those areas, varying in width, along streams, creeks, springs, gullies or washes which are natural drainage channels as determined by the building inspector, in which areas no buildings shall be constructed.

NONCONFORMING BUILDING OR STRUCTURE: A building or structure or portion thereof, lawfully existing at the time this ordinance became effective, which does not conform to all regulations herein prescribed in the zone in which it is located.

NONCONFORMING USE: A use which lawfully occupied a building or land at the time this ordinance became effective and which does not conform with the use regulations of the zone in which it is located.

NURSING HOME: An institution providing residence and care for the aged or infirm.

PARKING LOT: An open area other than a street, used for parking.

PARKING SPACE: Space within a building, lot or parking lot for the parking or storage of one automobile.

PLANNED DEVELOPMENT (PD): A development in which the regulations of the zone in which the development is situated are modified to allow flexibility and initiative in site and building design and location in accordance with an approved plan.

PRIVATE ROAD: A privately owned road leading to one (1) home or with Town approval can have up to five (5) homes located on said road, if the required improvements are installed and a maintenance agreement, approved by the town, is created between the home owners and recorded at the Washington County Recorder's Office.

PRIVATE STREET: A private street leading to more than five (5) homes as approved by the Town, and improved to the required town standards and a maintenance agreement, approved by the town, is created between the home owners and recorded at the Washington County Recorder's Office.

PROTECTIVE HOUSING FACILITY: A facility either:

A. Operated, licensed or contracted by a governmental entity; or
B. Operated by a charitable, nonprofit organization, where, for no compensation, temporary, protected housing is provided to:
    1. Abused or neglected children awaiting placement in foster care;
    2. Pregnant or parenting teens;
    3. Victims of sexual abuse; or
    4. Victims of domestic abuse.

RECREATIONAL VEHICLE: A transportable factory built housing unit of eight feet (8') or less in body width and forty feet (40') or less in overall length, or when placed on site is three hundred ninety nine (399) or less square feet in size, and which is built on a permanent chassis and is designed to be used as a dwelling unit without a permanent foundation, or without being connected to required utilities.

REHABILITATION/TREATMENT FACILITY: A facility licensed by or contracted by the state of Utah to provide temporary occupancy and supervision of individuals (adults/juveniles) in order to provide rehabilitation, treatment or counseling services. Without limitation, such services may include rehabilitation, treatment, counseling or assessment and evaluation services related to delinquent behavior, alcohol and drug abuse, sex offenders, sexual abuse or mental health. Associated educational services may also be provided to juvenile occupants.

RESIDENCE, RESIDENTIAL FACILITY: Any building or portion thereof where an individual is actually living at a given point in time and intends to remain, and not a place of temporary sojourn or transient visit.

RESIDENTIAL FACILITY FOR ELDERLY PERSONS:

A. A dwelling unit that is either owned by one of the residents or by an immediate family member of one of the residents, or is a facility for which the title has been placed in trust for a resident; and is occupied on a twenty four (24) hour per day basis by eight (8) or fewer elderly persons in a family type arrangement.
B. A "residential facility for elderly persons" shall not include any facility:
    1. Which is operated as a business; provided, that such facility may not be considered to be operated as a business solely because a fee is charged for food or for actual and necessary costs of operation and maintenance of the facility;
    2. Where persons being treated for alcoholism or drug abuse are placed;
    3. Where placement is not on a strictly voluntary basis or where placement is part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional institution;
    4. Which is a healthcare facility as defined in Utah Code § 26-21-2; or
    5. Which is a residential facility for persons with a disability.

RESIDENTIAL FACILITY FOR PERSONS WITH A DISABILITY: A residence in which more than one person with a disability resides and which is:

A. Licensed or certified by the department of human services under Utah Code 62A-2, licensure of programs and facilities; or
B. Licensed or certified by the department of health under Utah Code 26-21, healthcare facility.

SEXUALLY ORIENTED BUSINESSES: An inclusive term used to describe collectively those businesses for which a sexually oriented business license is required, pursuant to the sexually oriented business license chapter set forth in this code, which types of businesses include, for purposes of this title, adult arcade, adult book store, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort, escort agency, massage parlor, semi-nude modeling studio, sexual encounter establishment, and any other business not described that has a dominant or principal theme that is sexually oriented.

SHORT TERM VACATION RENTAL: A residential unit that is rented, leased, loaned, let or otherwise hired out for a period of thirty (30) days or less.

SITE DEVELOPMENT STANDARDS: Established regulations concerning lot areas, yard setbacks, building height, lot coverage, open green space and any other special regulations deemed necessary to accomplish the purpose of this title.

STABLE, PRIVATE: A detached accessory building for the keeping of the livestock animals owned by the occupants of the premises and not kept for commercial purposes.

STABLE, PUBLIC: A stable other than a private stable.

STORY: The space within a building included between the surface of any floor and the surface of the ceiling next above.

STORY, HALF: A story with at least two (2) of its opposite sides situated in a sloping roof, the floor area of which does not exceed two-thirds (2/3) of the floor immediately below it.

STREET: A public thoroughfare which affords principal means of access to abutting property and is dedicated and improved to town standards.

STRUCTURAL ALTERATIONS: Any change in supporting members of a building, such as bearing walls, columns, beams or girders.

STRUCTURE: Anything constructed or erected, which requires location on the ground or attached to something having a location on the ground.

SWIMMING POOL, PRIVATE: Any structure intended for swimming, recreational bathing or wading that contains water over twenty four inches (24") (610 mm) deep. This includes in ground, aboveground and on ground pools; hot tubs; spas and fixed in place wading pools for three (3) homes or less.

TENT OR TEEPEE: A collapsible shelter of fabric (such as nylon or canvas) stretched and sustained by poles and used for camping outdoors or as a temporary building.

TINY HOME: A Tiny Home is a stick built or small manufactured home with the structure, built or placed on a permanent foundation, and shall be less than 400 sq. feet in size. Any Tiny home that has wheels or skids and are not placed on a permanent foundation shall be considered a Recreational Vehicle and may only be placed in a Recreational Vehicle Park zone.

UNLICENSED REHABILITATION/TREATMENT FACILITY: A facility providing temporary occupancy for individuals (adult/juvenile) in order to provide rehabilitation, treatment or counseling services, which facility either does not require licensure by the state of Utah or does not operate under contract with the state of Utah. Without limitation, such services may include rehabilitation, treatment or counseling services related to delinquent behavior, alcohol and drug abuse, sex offenders, sexual abuse or mental health.

USE, ACCESSORY: A subordinate use customarily incidental to and located upon the same lot occupied by a main use.

WIDTH OF LOT: The distance between the side lot lines at the distance back from the front lot line required for the depth of the front yard.

YARD, FRONT: A space on the same lot with a building between the front line of the building and the front lot line, and extending across the full width of the lot.

YARD, REAR: A space on the same lot with a building, between the rear line of the building and the rear line of the lot and extending the full width of the lot.

YARD, SIDE: A space on the same lot with a building between the side line of the building and the side line of the lot and extending from the front yard line to the rear yard line.

AFTER AMENDMENT

10.04.010 Terms Defined

For the purpose of this title, certain words and terms are defined as follows: Words used in the present tense include the future; words in the singular number include the plural, and words in the plural include the singular; words not included herein but defined in the building code shall be construed as defined therein.

ACTIVELY DEVOTED TO AGRICULTURE USE: As per Utah code 59-02-502, the land in agricultural use produces in excess of 50% of the average agricultural production per acre.

ADULT DAYCARE FACILITY: Any building or structure furnishing care, supervision and guidance for three (3) or more adults unaccompanied by a guardian for periods of less than twenty four (24) hours per day.

AGRITOURISM: Agriculturally related accessory uses designed to bring the public to a working farm, ranch, or other commercial agricultural, aquacultural, horticultural, or forestry operation for the enjoyment of, education about, or participation in agricultural activities such as: farm animal viewing and petting, wagon rides, corn maze, tree farm, pumpkin patch, winery tours and wine tasting, farm or ranch activities tours, horticulture nurseries and associated display gardens, provide recreation, entertainment and educational experiences, classes or workshops and similar uses.

AGRICULTURE: Land devoted to the raising of useful plants and animals with a reasonable expectation of profit, including, forage and sod crops, grain and feed crops, nut and fruit crops, vegetables, nursery, floral and ornamental stock, livestock animals, including domestic animals, poultry and honeybees. "Agricultural land" also includes land devoted to and meeting the requirements and qualifications for payments or other compensation under a crop land retirement program with an agency of the state or federal government.

AGRICULTURE INDUSTRY: An industry or business involving agricultural products in packaging, treatment, sales, intensive feeding, or storage and the initial processing of agricultural products that is reasonably required to take place in close proximity to the site where they are produced. Typical uses include packinghouses, commercial feed yard, fur farms, commercial milk production, food packaging or processing plants, and commercial poultry or egg production. Slaughterhouses are specifically excluded from this definition.

ANIMAL NUMBERS: The number of animals does not include newborn animals under the age of six (6) months, or newborn animals that are dependent upon their mother for sustenance of life, whichever is greater, that were born by animals kept on the property by the owner of the property, or a tenant of the property.

ANIMAL SIZE: The categorizing of animals based upon a classification of large or small animals. The determination may be made by size of animal, irrespective of species or genetic makeup at the discretion of the planning commission.

ANIMAL SPECIALTIES: The production of small animals and associated products. Typical uses include chicken, turkey, and rabbit raising, egg production, apiaries, and aviaries.

ASSISTED LIVING FACILITY: A residential facility, licensed by the state of Utah, with a home like setting that provides an array of coordinated supportive personal and healthcare services, available twenty four (24) hours per day, to residents who have been assessed under rules of the Utah department of health or the Utah department of human services to need any of these services. Each resident shall have a service plan based on the assessment, which may include: a) specified services of intermittent nursing care; b) administration of medication; and c) support services promoting resident's independence and self-sufficiency. Such facility does not include adult daycare provided in conjunction with a residential facility for elderly persons or a residential facility for persons with a disability.

BASEMENT: A story partly underground. A basement shall be counted as a story for purposes of height measurement if its height is one-half (1/2) or more above grade.

BED AND BREAKFAST, HOME: A limited commercial activity within an owner occupied residential structure where not more than four (4) sleeping rooms may be rented to paying guests on a nightly basis and the breakfast meal, if provided, must be provided for in the rental rate. All parking must be off-street. The total number of occupants, including the owners, owner's family, and guests shall not exceed ten (10) people.

BOARDER: A person living in a rented room in a boarding house. The boarding house operator or a member of his or her immediate family who resides on the premises with the operator shall not be considered to be a "boarder".

BOARDING HOUSE: A building or portion thereof where, for compensation, rooms are rented, together with meals for not more than fifteen (15) boarders who generally do not directly utilize kitchen facilities. The operator of a boarding house must reside on the premises of a "boarding house". The word "compensation" shall include compensation in money, services or other things of value. A "boarding house" does not include a residential facility for disabled persons or a residential facility for the elderly. A boarding house does not include a nonresidential facility such as a rehabilitation/treatment facility, where the primary purpose of the facility is to deliver rehabilitation, treatment, counseling, medical, protective or other similar services to the occupants.

BUILDING: Any structure having a roof supported by columns or walls, for the housing or enclosure of persons, animals or chattels.

BUILDING, ACCESSORY: A detached subordinate building clearly incidental to and located upon the same lot occupied by the main building. There shall be a "main" building on the lot before a permit may be issued for any other building to be "accessory".

BUILDING, HEIGHT OF: The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the height of the highest peak of a pitched or hipped roof. The reference datum shall be selected by one of the following, whichever yields the greatest height of building:

A. The elevation of the highest adjoining sidewalk or ground surface within a five foot (5') horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than ten feet (10') above the lowest grade.
B. An elevation ten feet (10') higher than the lowest grade when the sidewalk or ground surface described in subsection A of this definition is more than ten feet (10') above grade.
C. The height of a stepped or terraced building is the maximum height of any segment of the building.

BUILDING, MAIN: The principal building or one of the principal buildings upon a lot, or the building or one of the principal buildings housing the principal use upon a lot.

BUILDING, PUBLIC: A building owned and operated or owned and intended to be operated by the public agency of the United States of America, of the state of Utah, or any of its subdivisions.

BUILDING, FARM, BONA FIDE: A building used for farming operations only.

CABIN: A cabin is a small stick-built or small manufactured home, built or placed on a permanent foundation, and shall be less than 600 sq feet in size. Any cabin that has wheels or skids and not placed on a permanent foundation shall be considered a Recreational Vehicle and may only be placed in a Recreational Vehicle Park Zone.

CARPORT: A private garage not completely enclosed by walls or doors. For the purposes of this title, a carport shall be subject to all of the regulations prescribed for a private garage.

CHILD NURSERY: An establishment for the care and/or instruction, whether or not for compensation, of six (6) or more children other than members of the family residing on the premises.

CLUB, PRIVATE: An organization, group or association supported by the members thereof, the sole purpose of which is to render a service customarily rendered for members and their guests, but shall not include any service, the chief activity of which is customarily carried on as a business, and does not include labor union organizations or similar labor or business organizations.

COMMUNITY CORRECTIONAL FACILITY: A facility licensed by or contracted by the state of Utah to provide temporary occupancy for previously incarcerated persons which assists such persons in making a transition from a correctional institution environment to independent living. Such facility may also provide ancillary, temporary occupancy for individuals placed as part of, or in lieu of, confinement rehabilitation, or treatment in a correctional institution.

CONDITIONAL USE: A use of land for which specific conditions of approval are recommended by the planning commission and approved by the Town Council prior to authorizing a permit.

CONDOMINIUM OR TOWNHOUSE PROJECT: A development where there is ownership of a single unit in a multiple-family development, together with an undivided interest in the common area and facilities, and such project meets all requirements of the condominium ownership act of the state of Utah.

CORRECTIONAL INSTITUTION: A prison, jail, juvenile detention facility or juvenile secure facility.

DAIRY: A commercial establishment for manufacture or processing of dairy products.

DISABILITY: A physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment, or being regarded as having such an impairment. "Disability" does not include current illegal use of Drugs, or addiction to any illegal drugs, any federally controlled substance, as defined in section 102 of the controlled substances act, 21 USC, or successor law.

DOMESTIC ANIMALS:

A. Animals historically found on farms in Washington County. "Domestic animals" shall not include animals commonly found in zoos and animal preserves and which animals are not historically endemic to the Washington County area.
B. Exception: Llamas may be considered as domestic animals, subject to the number limitations of the residential estate zone.

DWELLING: Any building or portion thereof containing one or more dwelling units occupied as, or designed or intended for occupancy as, a residence by one or more families.

DWELLING, GROUP: Two (2) or more dwellings located in more than one building placed upon a single lot.

DWELLING, MULTIPLE-FAMILY: A building arranged or designed to be occupied by more than two (2) families.

DWELLING, SINGLE-FAMILY: A building arranged or designed to include only one dwelling unit.

DWELLING, TWO-FAMILY: A building arranged or designed to be occupied by two (2) families, the structure having only two (2) dwelling units.

DWELLING UNIT: Any building or portion thereof designed, occupied, or intended as a residence for a family with complete and independent facilities for living, sleeping, eating, cooking and sanitation.

DWELLING UNIT, ACCESSORY: An accessory building, as defined herein, containing one or more rooms with private bath and/or kitchen facilities for residential use, (i.e. Casitas, Mother-in-law apartments, Guest houses,) which is:

A. Used for housing of guests without compensation, and
B. Not rented, leased or sold separately from the rental, lease or sale of the main dwelling unit(s) on the lot and encumbered by a recorded agreement which provides notice of these conditions.

ELDERLY PERSON: A person who is sixty (60) years or older, who desires or needs to live with other elderly persons in a group setting, but who is capable of living independently.

EXOTIC ANIMALS: Animals not historically found on farms in Washington County. "Exotic animals" shall include animals commonly found in zoos and animal preserves and which animals are not historically endemic to the Washington County area.

FAMILY: One or more persons related by blood, marriage, adoption or guardianship, or a group of not more than five (5) unrelated persons living together as a single nonprofit housekeeping unit, together with any incidental domestic staff who may or may not reside on the premises. "Family" does not exclude the care of foster children.

FENCE (SOLID): A fence of a material that is sight obscuring and made of a solid material such as wood, vinyl or masonry, but not including a chain-link fence with slats inserted into the chain-links or solid corrugated metal roofing or the like. Any questionable material shall be reviewed by the planning commission for determination.

GARAGE, PRIVATE: An accessory building, or space attached to the main building, designed or used for the storage of automobiles owned and used by the occupants of the main building.

GARAGE, PUBLIC: A building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling or storing motor driven vehicles.

GRADE: The lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line or, when the property line is more than five feet (5') from the building, between the building and a line five feet (5') from the building.

HOME OCCUPATION: Any use conducted entirely within a single-family dwelling and carried on by persons residing within the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is not display, nor stock in trade. Only legal permanent occupants of the residence may work in or on the residential property. All business related uses and storage shall be limited to the interior of the dwelling unit or accessory building. There shall be no sign advertising of any kind in connection with the home occupation. Up to 100% of the accessory building may be devoted to the home occupation. There shall be no perceivable increase in local traffic. Not more than twenty five percent (25%) of the dwelling unit shall be devoted to the home occupation.

HOSPITAL: An institution licensed by the state of Utah which provides diagnostic, therapeutic and rehabilitative services to individuals on both an inpatient and outpatient basis by or under the supervision of one or more physicians. Any medical clinic or professional office which offers any inpatient or overnight care, or operates on a twenty four (24) hour basis shall be considered to be a "hospital". A "hospital" may include integral support services facilities such as laboratories, outpatient units and training and central services, together with staff offices necessary to the operation of the hospital.

HOUSEHOLD PETS: Animals or fowl ordinarily permitted in the house and kept for personal use, such as dogs and cats, but not kept for commercial purposes, as defined in this title.

JAIL: A place of incarceration owned and operated by the county.

JUNK: Any or all worn out, cast off, destroyed or discarded article or material which is ready for destruction or has been collected and stored for salvage or conversion to some other use. Any article or material which, unaltered, unchanged and without further recondition, can be used for its original purpose as readily as when new and shall not be considered "junk".

JUNK CARS: Any used car or motor vehicle not in the process of reconditioning, which has been abandoned for use as a motor vehicle on a public highway and which is in unsafe operating condition and shall have remained in such condition for a period in excess of thirty (30) days; or portions of junk cars, such as hoods, fenders, radiators, rims, motors, hubcaps, etc., not being immediately utilized in the repair of a motor vehicle.

JUNKYARD: Any place, establishment or business maintained, used or operated for storing, keeping, buying or selling junk, or for the maintenance or operation of an automobile graveyard, and includes garbage and sanitary fills.

JUVENILE DETENTION FACILITY: A place of temporary detention for delinquent juveniles, which either is owned and operated by the state of Utah or is under contract with the state of Utah.

JUVENILE SECURE FACILITY: A place of incarceration for delinquent juveniles, which either is owned and operated by the state of Utah or is under contract with the state of Utah.

KENNEL, COMMERCIAL: The land or building used for the keeping of five (5) or more dogs at least six (6) months old and/or eight (8) or more cats at least six (6) months old, which may also be referred to as a "cattery". for the purpose of boarding, breeding, buying, selling, grooming, letting for hire, or training for a fee.

KENNEL, RESIDENTIAL: Keeping or maintaining of more than two, but no more than four dogs, in connection with the occupation of any dwelling for residential purposes.

LAND IN AGRICULTURAL USE: Land devoted to the raising of useful plants and animals with a reasonable expectation of profit.

LIVESTOCK FEED YARD: A commercial operation on a parcel of land where livestock are kept in corrals or yards for extended periods of time at a density which permits little movement, and where all feed is provided for the purpose of fattening or maintaining the condition of livestock prior to their shipment to a stockyard for sale, etc.

LOT: A parcel of land occupied or to be occupied by a main building, or group of buildings (main and accessory), together with such yards, open spaces, lot width and lot area as are required by this title, and having frontage upon a dedicated and improved town road. Except for multiple-family dwellings, not more than one dwelling structure shall occupy any one lot.

LOT, CORNER: A lot having frontage on two (2) or more improved and dedicated county roads.

MANUFACTURED HOME: A transportable factory built housing unit constructed on or after June 15, 1976, according to the federal home construction and safety standards act of 1974 (HUD code) in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or when erected on site, is four hundred (400) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems.

MANUFACTURED HOME PARK: Any area or tract of land used or designed to accommodate two (2) or more manufactured homes for permanent living purposes as opposed to a recreational vehicle park where campers or travel trailers are parked for overnight or short periods of time.

MOBILE HOME: A transportable factory built housing unit built prior to June 15, 1976, in accordance with the state mobile home code which existed prior to the federal manufactured housing and standards act (HUD code).

MOBILE HOME PARK: A parcel of land, approved prior to May 27, 1997, which was planned and improved for the placement of mobile homes for residential use.

MOTEL: Any building or group of buildings containing sleeping rooms, designed for temporary use by automobile tourists or transients, with garage attached or parking space conveniently located to each unit.

NATURAL WATERWAYS: Those areas, varying in width, along streams, creeks, springs, gullies or washes which are natural drainage channels as determined by the building inspector, in which areas no buildings shall be constructed.

NONCONFORMING BUILDING OR STRUCTURE: A building or structure or portion thereof, lawfully existing at the time this ordinance became effective, which does not conform to all regulations herein prescribed in the zone in which it is located.

NONCONFORMING USE: A use which lawfully occupied a building or land at the time this ordinance became effective and which does not conform with the use regulations of the zone in which it is located.

NURSING HOME: An institution providing residence and care for the aged or infirm.

PARKING LOT: An open area other than a street, used for parking.

PARKING SPACE: Space within a building, lot or parking lot for the parking or storage of one automobile.

PLANNED DEVELOPMENT (PD): A development in which the regulations of the zone in which the development is situated are modified to allow flexibility and initiative in site and building design and location in accordance with an approved plan.

PRIVATE ROAD: A privately owned road leading to one (1) home or with Town approval can have up to five (5) homes located on said road, if the required improvements are installed and a maintenance agreement, approved by the town, is created between the home owners and recorded at the Washington County Recorder's Office.

PRIVATE STREET: A private street leading to more than five (5) homes as approved by the Town, and improved to the required town standards and a maintenance agreement, approved by the town, is created between the home owners and recorded at the Washington County Recorder's Office.

PROTECTIVE HOUSING FACILITY: A facility either:

A. Operated, licensed or contracted by a governmental entity; or
B. Operated by a charitable, nonprofit organization, where, for no compensation, temporary, protected housing is provided to:
    1. Abused or neglected children awaiting placement in foster care;
    2. Pregnant or parenting teens;
    3. Victims of sexual abuse; or
    4. Victims of domestic abuse.

RECEPTION CENTER: A facility rented for private social gatherings.

RECREATIONAL VEHICLE: A transportable factory built housing unit of eight feet (8') or less in body width and forty feet (40') or less in overall length, or when placed on site is three hundred ninety nine (399) or less square feet in size, and which is built on a permanent chassis and is designed to be used as a dwelling unit without a permanent foundation, or without being connected to required utilities. A typical example is a camping trailer, travel trailer, fifth-wheel trailer, or motor home.

RECREATION AND ENTERTAINMENT, OUTDOOR: An establishment offering recreation, entertainment or games of skill to the general public or members wherein any portion of the activity takes place in the open. Typical uses include archery ranges, batting cages, golf driving ranges, drive-in theaters, miniature golf courses, tennis courts, and amusement rides. No use involving aircraft of any type is included in this definition.

REHABILITATION/TREATMENT FACILITY: A facility licensed by or contracted by the state of Utah to provide temporary occupancy and supervision of individuals (adults/juveniles) in order to provide rehabilitation, treatment or counseling services. Without limitation, such services may include rehabilitation, treatment, counseling or assessment and evaluation services related to delinquent behavior, alcohol and drug abuse, sex offenders, sexual abuse or mental health. Associated educational services may also be provided to juvenile occupants.

RESIDENCE, RESIDENTIAL FACILITY: Any building or portion thereof where an individual is actually living at a given point in time and intends to remain, and not a place of temporary sojourn or transient visit.

RESIDENTIAL FACILITY FOR ELDERLY PERSONS:

A. A dwelling unit that is either owned by one of the residents or by an immediate family member of one of the residents, or is a facility for which the title has been placed in trust for a resident; and is occupied on a twenty four (24) hour per day basis by eight (8) or fewer elderly persons in a family type arrangement.
B. A "residential facility for elderly persons" shall not include any facility:
    1. Which is operated as a business; provided, that such facility may not be considered to be operated as a business solely because a fee is charged for food or for actual and necessary costs of operation and maintenance of the facility;
    2. Where persons being treated for alcoholism or drug abuse are placed;
    3. Where placement is not on a strictly voluntary basis or where placement is part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional institution;
    4. Which is a healthcare facility as defined in Utah Code § 26-21-2; or
    5. Which is a residential facility for persons with a disability.

RESIDENTIAL FACILITY FOR PERSONS WITH A DISABILITY: A residence in which more than one person with a disability resides and which is:

A. Licensed or certified by the department of human services under Utah Code 62A-2, licensure of programs and facilities; or
B. Licensed or certified by the department of health under Utah Code 26-21, healthcare facility.

SEXUALLY ORIENTED BUSINESSES: An inclusive term used to describe collectively those businesses for which a sexually oriented business license is required, pursuant to the sexually oriented business license chapter set forth in this code, which types of businesses include, for purposes of this title, adult arcade, adult book store, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort, escort agency, massage parlor, semi-nude modeling studio, sexual encounter establishment, and any other business not described that has a dominant or principal theme that is sexually oriented.

SHORT TERM VACATION RENTAL: A residential unit that is rented, leased, loaned, let or otherwise hired out for a period of thirty (30) days or less.

SITE DEVELOPMENT STANDARDS: Established regulations concerning lot areas, yard setbacks, building height, lot coverage, open green space and any other special regulations deemed necessary to accomplish the purpose of this title.

STABLE, PRIVATE: A detached accessory building for the keeping of the livestock animals owned by the occupants of the premises and not kept for commercial purposes.

STABLE, PUBLIC: A stable other than a private stable. A commercial establishment that boards, breeds, trains, raises, or rents horses for riding or other equestrian activities.

STORY: The space within a building included between the surface of any floor and the surface of the ceiling next above.

STORY, HALF: A story with at least two (2) of its opposite sides situated in a sloping roof, the floor area of which does not exceed two-thirds (2/3) of the floor immediately below it.

STREET: A public thoroughfare which affords principal means of access to abutting property and is dedicated and improved to town standards.

STRUCTURAL ALTERATIONS: Any change in supporting members of a building, such as bearing walls, columns, beams or girders.

STRUCTURE: Anything constructed or erected, which requires location on the ground or attached to something having a location on the ground.

SWIMMING POOL, PRIVATE: Any structure intended for swimming, recreational bathing or wading that contains water over twenty four inches (24") (610 mm) deep. This includes in ground, aboveground and on ground pools; hot tubs; spas and fixed in place wading pools for three (3) homes or less.

TENT OR TEEPEE: A collapsible shelter of fabric (such as nylon or canvas) stretched and sustained by poles and used for camping outdoors or as a temporary building.

TINY HOME: A Tiny Home is a stick built or small manufactured home with the structure, built or placed on a permanent foundation, and shall be less than 400 sq. feet in size. Any Tiny home that has wheels or skids and are not placed on a permanent foundation shall be considered a Recreational Vehicle and may only be placed in a Recreational Vehicle Park zone.

UNLICENSED REHABILITATION/TREATMENT FACILITY: A facility providing temporary occupancy for individuals (adult/juvenile) in order to provide rehabilitation, treatment or counseling services, which facility either does not require licensure by the state of Utah or does not operate under contract with the state of Utah. Without limitation, such services may include rehabilitation, treatment or counseling services related to delinquent behavior, alcohol and drug abuse, sex offenders, sexual abuse or mental health.

USE, ACCESSORY: A subordinate use customarily incidental to and located upon the same lot occupied by a main use.

WIDTH OF LOT: The distance between the side lot lines at the distance back from the front lot line required for the depth of the front yard.

YARD, FRONT: A space on the same lot with a building between the front line of the building and the front lot line, and extending across the full width of the lot.

YARD, REAR: A space on the same lot with a building, between the rear line of the building and the rear line of the lot and extending the full width of the lot.

YARD, SIDE: A space on the same lot with a building between the side line of the building and the side line of the lot and extending from the front yard line to the rear yard line.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____
Council Member | Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Frank Lindhardt, Mayor,, Apple Valley

APPLE VALLEY
ORDINANCE O-2022-41

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

SECTION 1: **AMENDMENT** "10.20.010 Purpose" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.20.010 Purpose

The purpose of this chapter is to provide for the regulation of land uses to ensure their compatibility and proper integration into the land use pattern of the town. Certain uses which may be harmonious under special conditions but improper under general conditions are classed as conditional uses and require conditional use permits for approval prior to construction.

AFTER AMENDMENT

10.20.010 Purpose

~~The purpose of this chapter is to provide for the regulation of land uses to ensure their compatibility and proper integration into the land use pattern of the town. Certain uses which may be harmonious under special conditions but improper under general conditions are classed as conditional uses and require conditional use permits for approval prior to construction.~~ The purpose of this chapter is to establish standards for certain land uses which, because of their unique characteristics or potential impacts on the town, surrounding residential neighborhoods, or other adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required which mitigate or eliminate the detrimental impacts. The standards for the issuance of a conditional use permit are established to ensure compatibility with surrounding land uses, conformity with the town general plan, consistency with the characteristics and purposes stated for the zone, and protection, preservation and promotion of the public interest, health, safety, convenience, comfort, prosperity and general welfare.

SECTION 2: **AMENDMENT** "10.20.060 Land Use Authority Action" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.20.060 Land Use Authority Action

The planning commission may approve, modify and approve, or deny a conditional use application made to the planning commission. The planning commission shall require regulations and conditions as are necessary to protect the public health, safety, welfare and aesthetics of the area. In approving a conditional use permit, the planning commission shall find:

A. That the proposed use is necessary or desirable and will contribute to the general well-being of the town.
B. That the use will not be detrimental to the health, safety, welfare or aesthetics, or detrimental to property or improvements in the area.
C. That the proposed use will comply with the regulations of this title.
D. That the proposed use is in harmony with the intent and purpose of the general plan, or that the plan shall have first been amended through public hearing.

AFTER AMENDMENT

10.20.060 Land Use Authority Action

~~The planning commission may approve, modify and approve, or deny a conditional use application made to the planning commission. The planning commission shall require regulations and conditions as are necessary to protect the public health, safety, welfare and aesthetics of the area. In approving a conditional use permit, the planning commission shall find:~~

~~A. That the proposed use is necessary or desirable and will contribute to the general well-being of the town.~~
~~B. That the use will not be detrimental to the health, safety, welfare or aesthetics, or detrimental to property or improvements in the area.~~
~~C. That the proposed use will comply with the regulations of this title.~~
~~D. That the proposed use is in harmony with the intent and purpose of the general plan, or that the plan shall have first been amended through public hearing.~~

Conditional Use Standards of Review: When the planning commission acts under its power to hear and decide applications for conditional uses, the conditional use shall be approved if reasonable conditions are proposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the applicable standards as set forth below. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied.

The planning commission shall make its decision based upon the facts presented for the record. Expressions of support or opposition shall not constitute the basis of approval or denial.

A. General Review Standards: An applicant for a conditional use in the zone must demonstrate:

1. The use complies with all applicable provisions of town ordinances, state and federal law;

2. The use is not detrimental to the public health, safety and welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. A proposed use shall be considered detrimental:

a. If it will cause unreasonable risks to the safety of persons or property because of vehicular traffic or parking, or other similar unreasonable risks; or

b. If it will unreasonably interfere with the lawful use of surrounding property.

3. The use is consistent with the characteristics and purposes stated for the zone;

4. Site plan review:

a. Traffic safety conditions are not adversely affected by the use. The existence or need for dedicated turn lanes, pedestrian access, and capacity of the existing streets shall be reviewed;

b. Utility capacity is adequate;

c. Emergency access is adequate;

d. The location and design of parking both on site and off street is adequate;

e. A plan for fencing, screening, and landscaping to separate the use from adjoining uses and mitigate the potential for conflict in uses is adequate;

f. Exterior lighting is adequate and does not unduly disturb the surrounding area;

g. Signage is adequate and in compliance with Chapter 22 of this title.

5. Requirements for the management and maintenance of facilities is adequate;

6. The use shall not result in a situation which will create a need for essential services which cannot be reasonably met by local service providers, including roads and access for emergency vehicles and residents; fire protection; police protection; schools and school busing; drinkable water; sewer; storm drainage; and garbage removal;

B. Specific Review Standards For Certain Conditional Uses: In addition to the general standards of review above, the applicant must also demonstrate compliance with each of the following standards for each of the following conditional uses:

1. Reception Center

a. Hours of operation must be compatible with adjoining uses and comply with town noise regulations.

b. Parking must be provided.

c. The use of on street parking to provide up to 40 percent of the required parking may be permitted if adjoining uses are not residential uses and the street is fully improved.

d. The center must have an approved site plan.

e. If beer, wine, or other alcoholic beverages are served, the center must be licensed by the state alcohol control board.

2. Agricultural Industry

a. Adequate fencing and/or enclosures must be provided to ensure animals and fowl are confined safely and in conformance with acceptable animal husbandry standards.

b. Applicant must provide a plan for management of manure to prevent it from becoming a nuisance and must follow the plan.

c. Evidence must be provided on how the applicant will maintain control of flies and vermin.

d. Animal enclosures used for intensive animal feeding operations must be at least 30 feet from any adjacent parcel that, at the time the applicant first seeks the conditional use, is zoned residential pursuant to Chapter 10 of this title.

3. Public Stable

a. Adequate fencing and/or enclosures must be provided to ensure horses are confined safely and in conformance with acceptable animal husbandry standards.

b. Applicant must provide a plan for management of manure to prevent it from becoming a nuisance and must follow the plan.

c. Evidence must be provided on how the applicant will maintain control of flies and vermin.

d. Site must contain adequate off street parking for customers. All trailers must be contained on site.

e. Barns must be located at least 30 feet from any adjacent parcel that, at the time the applicant first seeks a conditional use permit, is zoned residential pursuant to Chapter 10 of this title.

4. Assisted Living Facility

a. The facility shall comply with building, safety, and health regulations applicable to similar structures.

b. The facility shall be licensed by the state.

c. A site plan shall be approved for the facility to ensure adequate parking and landscaping are installed.

5. Greater Heights than Permitted by this Code

a. The height may not be greater than two stories or 1.5 times the average height of the immediately adjacent buildings, whichever is greater and the building must be of compatible architecture with immediately adjacent buildings.

b. A greater height conditional use permit may not be issued for a flag lot if the proposed structure is higher than the average height of all residential structures within a 300-foot radius of the proposed structure.

6. Greater Size than Permitted by this Code

a. The greater size building desired must be of compatible architecture with immediately adjacent buildings.

b. At least 50 percent of the lot on which the building is located must remain free of buildings.

c. The building must be for a use permitted in the zone in which it is located.

7. Animals and Fowl for Recreation and Family Food Production

a. Adequate fencing must be provided to ensure animals and fowl are confined safely.

b. Applicant must provide a plan for management of manure to prevent it from becoming a nuisance and must follow the plan.

c. Evidence must be provided on how the applicant will maintain control of flies and vermin.

d. The number of fowl will be limited by the applicable zone standards.

e. Livestock numbers may be limited at the planning commission's discretion based on the size of the lot and the facilities available to contain and protect the animals.

8. Metal Buildings

a. The building must meet the following design standards:

(1) Exterior building materials shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.

(2) Details of proposed colors and materials, including color chips, samples, and colored building elevations, shall be shown on building plans when a development project application is submitted. Colors shall be compatible with surrounding structures.

(3) Reflective surfaces or colors which may produce excessive reflections or glare that may create a potential safety problem are prohibited.

(4) The faces of the building visible from nearby streets must include architectural relief items of non-metal materials including wood, stone, or stucco.

9. Animal Specialties

a. Adequate fencing and/or enclosures must be provided to ensure animals are confined safely and in conformance with acceptable animal husbandry standards.

b. Applicant must provide a plan for management of manure to prevent it from becoming a nuisance and must follow the plan.

c. Evidence must be provided on how the applicant will maintain control of flies and vermin.

d. Animal enclosures used for intensive animal feeding operations must be at least 30 feet from any adjacent parcel that, at the time the applicant first seeks the conditional use, is zoned residential pursuant to Chapter 10 of this title.

10. Agritourism Activities

a. Hours of operation must be compatible with adjoining uses and comply with town noise regulations.

b. On-site parking must be provided.

c. The use of on-street parking to provide up to 40 percent of the required parking may be permitted if adjoining uses are not residential uses and the street is fully improved.

d. In agricultural zones, this use must be accessory to an established agricultural use.

11. Kennel, Commercial; Kennel, Residential

a. Adequate fencing must be provided to ensure animals are confined safely.

b. Applicant must provide a plan for management of manure to prevent it from becoming a nuisance and must follow the plan.

c. Evidence must be provided on how the applicant will maintain control of flies and vermin.

d. Number of animals may be limited at the planning commission's discretion based on the size of the lot and the facilities available to contain and protect the animals.

SECTION 3: **AMENDMENT** "10.20.080 Time Limitations" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.20.080 Time Limitations

A conditional use permit shall be good for one year after approval. If at the end of one year, construction has not been started, the conditional use permit shall become null and void unless a request is made for extension by the applicant. In granting any request for extension, the planning commission shall find that substantial work shall have been accomplished toward its completion or that through no fault of the applicant, it has been impossible to diligently pursue the completion of the application. Extensions may be granted for periods of time not to exceed one year at each extension. Once completed, the permit shall require no further renewal unless stipulated by the planning commission.

AFTER AMENDMENT

10.20.080 Time ~~Limitations~~Limitation and Abandonment

A conditional use permit shall be good for one year after approval. If at the end of one year, construction has not been started, the conditional use permit shall become null and void unless a request is made for extension by the applicant. In granting any request for extension, the planning commission shall find that substantial work shall have been accomplished toward its completion or that through no fault of the applicant, it has been impossible to diligently pursue the completion of the application. Extensions may be granted for periods of time not to exceed one year at each extension. Once completed, the permit shall require no further renewal unless stipulated by the planning commission.

If the approved use or activity ceases for any reason for a continuous period of one year, the conditional use permit shall automatically terminate, as having been abandoned. A new conditional use permit must be granted prior to continuance of the conditional use.

SECTION 4: **ADOPTION** "10.20.095 Amendment Or Modification Of Conditional Use" of the Apple Valley Land Use is hereby *added* as follows:

BEFORE ADOPTION

10.20.095 Amendment Or Modification Of Conditional Use (Non-existent)

AFTER ADOPTION

10.20.095 Amendment Or Modification Of Conditional Use*(Added)*

Once granted, a conditional use shall not be enlarged, changed, extended, increased in density or relocated unless a new conditional use application is made and approved by the planning commission, except as provided below:

A. Modification to an approved conditional use permit may only be granted when it can be determined that such changes or modifications are necessary to accommodate special circumstances related to the location or implementation of the approved conditional use, and where such modifications are found to be so insignificant and minor so as not to measurably change the approved conditional use permit or the intent of conditions that may have been imposed. The request for the modification or amendment shall be made in writing and documented on the site plan of the project.

B. Planning staff may review and approve the modification or amendments that are insignificant and minor. But if the modification or amendment significantly changes the conditional use, a new conditional use application shall be filed and approved by the planning commission.

SECTION 5: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 6: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 7: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____
Council Member | Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Frank Lindhardt, Mayor,, Apple Valley

APPLE VALLEY
ORDINANCE O-2022-43

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

SECTION 1: **AMENDMENT** "10.10.090 MH Manufactured Housing Park Zone" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.10.090 MH Manufactured Housing Park Zone

A. Purpose: The purpose of this zone is to provide for the development of manufactured home parks in a quality environment. Manufactured home parks are not intended for the isolated lot, but shall be for use in areas where larger tracts of land are available for development, and can be developed to a high standard of quality with landscaping, recreation facilities, etc., and are designed and intended from the beginning of development as manufactured homes only. The minimum zone size shall be approximately five (5) acres.
B. Permitted Uses: Uses permitted in this zone are as follows:
    1. Accessory buildings and uses.
    2. Horticulture and gardening for personal use.
    3. Household pets.
    4. Park or playground.
    5. Manufactured homes at a minimum of 1,250 square feet on main level.
    6. Other uses similar to the above and judged by the planning commission to be in harmony with the intent and character of this zone.
    7. Any use not specifically allowed under permitted or conditional uses, shall be prohibited unless the zoning administrator determines the use is substantially the same as a permitted.
C. Height Regulations: No building shall be erected to a height greater than thirty five (35) feet. No accessory building shall be erected to a height greater than twenty five (25) feet.
D. Manufactured Home Park Development Standards:
    1. Density: The maximum density for a manufactured home park shall not exceed six (6) units per acre.
    2. Access Roads: Each manufactured home park shall be provided with hard surface (concrete or asphalt) roadways of at least twenty five (25) feet in width to serve each manufactured home space and parking area.
    3. Park Access: Access to all manufactured home parks shall be from a dedicated and approved public street at an approved access point or points. No manufactured home space shall have direct access from a public street. Any

access road connecting two (2) or more public streets shall be arranged to prohibit or discourage through traffic.

4. Off Street Parking: Parking spaces shall be provided for the parking of motor vehicles in the ratio of at least two (2) parking spaces for each manufactured home space.
5. Recreation Space: Recreation space shall be provided for each manufactured home park. A minimum usable area of five thousand (5,000) square feet shall be set aside and developed for each manufactured home park having at least ten (10) units and one hundred (100) square feet additional space for each unit above ten (10) units.
6. Manufactured Home Space: Each manufactured home space shall have a minimum of five thousand (5,000) square feet and a minimum width of fifty (50) feet.
7. Permanent Foundation: A manufactured home must be put on a permanent foundation and converted to real property.
8. Minimum Yard Clearances for Manufactured Home Park: Each manufactured home shall have the following minimum yard clearances:
    a. Front or side yard on a public street, twenty five (25) feet.
    b. Side yard bordering adjacent property, ten (10) feet.
    c. Rear yard bordering adjacent property, ten (10) feet.
    d. A six (6) foot sight obscuring fence shall be erected along all side and rear property lines, unless otherwise approved by the planning commission.
9. Minimum Yard Clearances for Manufactured Home Space: Each manufactured home shall have the following minimum yard clearance which may also be included in and a part of the setbacks required in subsection H of this section:
    a. Front yard on a private street or access road, fifteen (15) feet in back of curb.
    b. Side yard on main door side of manufactured home, fifteen feet (15).
    c. Side yard on "no access" side of manufactured home, ten (10) feet.
    d. Rear yard, ten (10) feet.
    e. No two (2) manufactured homes shall be closer than twenty (20) feet.
10. Utilities Required: All sewage and water proposals shall be required to have approval from the Utah state department of environmental quality and Big Plains Water and Sewer Special Service District. All buildings, electrical, plumbing and fire protection construction shall comply with state and Town requirements and codes, including applicable standards found in the Town subdivision ordinance (including, but not limited to, fire protection), the building code, and this title.
11. A dwelling proposed to be moved onto a site in the town shall be less than ten (10) years of age at the time of moving unless otherwise approved by the Planning Commission. Rehabilitation of such dwelling limited to a 6 month duration.

E. Modifying Regulations:

1. Perimeter Fence: Unless otherwise approved by the planning commission, each manufactured home park shall be fenced at the perimeter with a six (6) foot high sight obscuring fence.
2. Building Code; Permit: Installation of any manufactured unit shall be done in conformance with the requirements of the current edition of the building code following approval of the building department, and the issuance of a building permit.
3. Street Construction: All streets in a manufactured home park shall be paved according to the construction standards of the Town and shall be bounded by curb and gutter approved by the planning commission.
4. All lighting shall comply with AVLU 10.26 Outdoor Lighting Ordinance.

F. Subdivision Requirements: Any use approved in the MH zone in which the sale of any lot or parking space is proposed, shall be subject to all applicable requirements of the AVS 11 subdivision ordinance.

AFTER AMENDMENT

10.10.090 MH Manufactured Housing Park Zone

A. Purpose: The purpose of this zone is to provide for the development of manufactured home parks in a quality environment. Manufactured home parks are not intended for the isolated lot, but shall be for use in areas where larger tracts of land are available for development, and can be developed to a high standard of quality with landscaping, recreation facilities, etc., and are designed and intended from the beginning of development as manufactured homes only. The minimum zone size shall be approximately five (5) acres.

B. Permitted Uses: Uses permitted in this zone, following the issuance of a building permit for a permanent dwelling, are as follows:
   1. Accessory buildings and uses.
   2. Horticulture and gardening for personal use.
   3. Household pets.
   4. Park or playground.
   5. Manufactured homes at a minimum of 1,000 ~~1,250~~ square feet on main level.
   6. Other uses similar to the above and judged by the planning commission to be in harmony with the intent and character of this zone, which will require a conditional use permit.
   7. Any use not specifically allowed under permitted or conditional uses, shall be prohibited unless the zoning administrator determines the use is substantially the same as a permitted use.

C. Height Regulations: No building shall be erected to a height greater than thirty five (35) feet. No accessory building shall be erected to a height greater than twenty five (25) feet.

D. Manufactured Home Park Development Standards:
   1. Density: The maximum density for a manufactured home park shall not exceed six (6) units per acre.

2. Access Roads: Each manufactured home park shall be provided with hard surface (concrete or asphalt) roadways of at least twenty five (25) feet in width to serve each manufactured home space and parking area.
3. Park Access: Access to all manufactured home parks shall be from a dedicated and approved public street at an approved access point or points. No manufactured home space shall have direct access from a public street. Any access road connecting two (2) or more public streets shall be arranged to prohibit or discourage through traffic.
4. Off Street Parking: Parking spaces shall be provided for the parking of motor vehicles in the ratio of at least two (2) parking spaces for each manufactured home space.
5. Recreation Space: Recreation space shall be provided for each manufactured home park. A minimum usable area of five thousand (5,000) square feet shall be set aside and developed for each manufactured home park having at least ten (10) units and one hundred (100) square feet additional space for each unit above ten (10) units.
6. Manufactured Home Space: Each manufactured home space shall have a minimum of five thousand (5,000) square feet and a minimum width of fifty (50) feet.
7. Permanent Foundation: A manufactured home must be put on a permanent foundation and converted to real property.
8. Minimum Yard Clearances for Manufactured Home Park: Each manufactured home shall have the following minimum yard clearances:
    a. Front or side yard on a public street, twenty five (25) feet.
    b. Side yard bordering adjacent property, ten (10) feet.
    c. Rear yard bordering adjacent property, ten (10) feet.
    d. A six (6) foot sight obscuring fence shall be erected along all side and rear property lines, unless otherwise approved by the planning commission.
9. Minimum Yard Clearances for Manufactured Home Space: Each manufactured home shall have the following minimum yard clearance which may also be included in and a part of the setbacks required in subsection H of this section:
    a. Front yard on a private street or access road, fifteen (15) feet in back of curb.
    b. Side yard on main door side of manufactured home, fifteen feet (15).
    c. Side yard on "no access" side of manufactured home, ten (10) feet.
    d. Rear yard, ten (10) feet.
    e. No two (2) manufactured homes shall be closer than twenty (20) feet.
10. Utilities Required: All sewage and water proposals shall be required to have approval from the Utah state department of environmental quality and Big Plains Water and Sewer Special Service District. All buildings, electrical, plumbing and fire protection construction shall comply with state and Town requirements and codes, including applicable standards found in the Town subdivision ordinance (including, but not limited to, fire protection), the

building code, and this title.

11. A dwelling proposed to be moved onto a site in the town shall be less than ten (10) years of age at the time of moving unless otherwise approved by the Planning Commission. Rehabilitation of such dwelling limited to a 6 month duration.

E. Modifying Regulations:
   1. Perimeter Fence: Unless otherwise approved by the planning commission, each manufactured home park shall be fenced at the perimeter with a six (6) foot high sight obscuring fence.
   2. Building Code; Permit: Installation of any manufactured unit shall be done in conformance with the requirements of the current edition of the building code following approval of the building department, and the issuance of a building permit.
   3. Street Construction: All streets in a manufactured home park shall be paved according to the construction standards of the Town and shall be bounded by curb and gutter approved by the planning commission.
   4. All lighting shall comply with AVLU 10.26 Outdoor Lighting Ordinance.

F. Subdivision Requirements: Any use approved in the MH zone in which the sale of any lot or parking space is proposed, shall be subject to all applicable requirements of the AVS 11 subdivision ordinance.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____
Council Member | Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Frank Lindhardt, Mayor,, Apple Valley

APPLE VALLEY
ORDINANCE O-2022-57

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

SECTION 1: **AMENDMENT** "11.02.050 Notice Requirements" of the Apple Valley Subdivisions is hereby *amended* as follows:

BEFORE AMENDMENT

11.02.050 Notice Requirements

A. Notice of Proposed Multiple-Unit Residential, Commercial, Or Industrial Development: Notice of any public hearing to consider a preliminary plat describing a multiple-unit residential, commercial, or industrial development shall be provided in writing to any affected entity.
B. Notice Of Proposal To Vacate Some Or All Of A Public Street, Right Of Way, Or Easement: The legislative body shall hold a public hearing and give notice of the date, place, and time of the hearing at least ten (10) days before the public hearing by:
    1. Mailing notice to the record owner of each parcel that is accessed by the public street, right of way, or easement;
    2. Mailing notice to each affected entity;
    3. Posting notice on or near the street, right of way, or easement in a manner that is calculated to alert the public;
    4. Publishing notice in a newspaper of general circulation in the Town; and
    5. Publishing notice on the Utah public notice website.

AFTER AMENDMENT

11.02.050 Notice Requirements

A. Notice of Proposed Multiple-Unit Residential, Commercial, Or Industrial Development: Notice of any public hearing to consider a preliminary plat describing a multiple-unit residential, commercial, or industrial development shall be provided in writing to any affected entity.
B. Notice Of Proposal To Vacate Some Or All Of A Public Street, Right Of Way, Or Easement: The legislative body shall hold a public hearing and give notice of the date, place, and time of the hearing at least ten (10) days before the public hearing by:
    1. Mailing notice to the record owner of each parcel that is accessed by the public street, right of way, or easement;
    2. Mailing notice to each affected entity;
    3. Posting notice on or near the street, right of way, or easement in a manner that is calculated to alert the public;

4. ~~Publishing notice in a newspaper of general circulation in the Town; and~~Publishing notice on the Town website; and
5. ~~5.~~ 5. Publishing notice on the Utah P~~p~~ublic N~~n~~otice website.
6.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____
Council Member | Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Frank Lindhardt, Mayor,, Apple Valley

APPLE VALLEY
ORDINANCE O-2022-56

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

SECTION 1: **AMENDMENT** "10.18.020 Residential Lots; Access" of the Apple Valley Land Use is hereby *amended* as follows:

BEFORE AMENDMENT

10.18.020 Residential Lots; Access

A. Borrow Ditch; Pipe Size: All driveway connections from a town road to a residential lot shall be constructed using a pipe with a minimum inside diameter of fifteen inches (15") to provide access through the borrow ditch. Said pipe shall have a minimum length of at least two feet (2') beyond the sides of a paved driveway. Every lot, unless curb and gutter is required, shall have a borrow ditch running across the entire frontage of the lot which the property owner is responsible to maintain. The property owner shall be responsible to keep the borrow ditch and pipe clean of any debris or material that would impede the flow of water through the pipe and/or the borrow ditch.
B. Inspection Prior To Occupancy Permit: No occupancy permit will be issued by the building department until the lot access has been inspected and approved by the town.
C. Limited Number of Driveways: No residential lot shall have more than two (2) driveways unless approved by the planning commission.
D. Distance between Driveways: No driveway shall be closer than sixteen feet (16') to another driveway or be more than twenty eight feet (28') in width unless approved by the building official. In no event shall the combined width of such driveways exceed fifty six feet (56') or fifty percent (50%) of the entire lot frontage, whichever is less.
E. Corner Lots: In no event shall a driveway be placed on any corner lot within a distance of twenty five feet (25') from the point of curvature of the radius, or forty feet (40') from the intersection of property lines nearest the intersection, whichever is farther from the intersection.

AFTER AMENDMENT

10.18.020 Residential Lots; Access

A. Borrow Ditch; Pipe Size: All driveway connections from a town road to a residential lot shall be constructed using a pipe (culvert) with a minimum inside diameter of ~~fifteen~~eighteen inches (18~~5~~") to provide access through the borrow ditch. Said pipe shall have a minimum length of at least two feet (2') beyond the sides of a paved driveway. Every lot, unless curb and gutter is required, shall have a borrow ditch running across the entire frontage of the lot which the property owner is responsible to

maintain. The property owner shall be responsible to keep the borrow ditch and pipe clean of any debris or material that would impede the flow of water through the pipe and/or the borrow ditch.

B. Inspection Prior To Occupancy Permit: No occupancy permit will be issued by the building department until the lot access has been inspected and approved by the town.
C. Limited Number of Driveways: No residential lot shall have more than two (2) driveways unless approved by the planning commission.
D. Distance between Driveways: No driveway shall be closer than sixteen feet (16') to another driveway or be more than twenty eight feet (28') in width unless approved by the building official. In no event shall the combined width of such driveways exceed fifty six feet (56') or fifty percent (50%) of the entire lot frontage, whichever is less.
E. Corner Lots: In no event shall a driveway be placed on any corner lot within a distance of twenty five feet (25') from the point of curvature of the radius, or forty feet (40') from the intersection of property lines nearest the intersection, whichever is farther from the intersection.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 16, 2022.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____
Council Member | Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Frank Lindhardt, Mayor,, Apple Valley

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Equipment Lease Agreement

Revco Leasing Company, LLC
3244 South 300 West
Salt Lake City, Utah 84115

Phone (801) 487-6878 Fax (801) 486-7439

Lease Number

04TOWAP-4

SUPPLIER

Les Olson Company
3244 South 300 West
Salt Lake City, Utah 84115

LESSOR

Revco Leasing Company, LLC
3244 South 300 West
Salt Lake City, Utah 84115

Acceptance By Lessor: _____

Signature: _____ **Date:** _____

Acceptance By Lessor: Revco Leasing Company, LLC

Signature: _____ **Date:** _____

EQUIPMENT

Quantity	Description	Serial No.
1 Each	SHARP BP-50C26 Color Multifuncti	
1 Each	SHARP BP-DE12 Paper Feed Desk	
1 Each	SHARP BP-TU10 Center Exit Tray	
1 Each	SHARP BP-TR12 Exit Tray	
1 Each	SHARP BP-FX11 Fax Module	
1 Each	SHARP MX-PK13L Adobe PostScript	
1 Each	SHARP BP-EB10 Wireless LAN	

☐ See attached schedule for additional Equipment

DELIVERY AND ACCEPTANCE

The undersigned hereby certifies that all the equipment described in the equipment lease between Revc and the undersigned has been furnished, that delivery and installation of this equipment has been fully completed as required, with the delivery date being the date of this certificate, and that it has been accepted by the undersigned as satisfactory. Further, all conditions, and terms of said equipment lease have been reviewed and acknowledged.

Signature

Print Name

Title Date

LESSEE

Town of Apple Valley
Full Legal Name DBA

1777 N Meadow Lark Dr
Billing Address

Apple Valley UT 84737
City State ZIP

Contact Phone

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE

LEASE TRANSACTION TERMS

60 **Payments of** $302.51

Use Tax $0.00 **Terms** 60 **months**

Total Payments $302.51 **Billing Period** Monthly

The following additional payments are due on the date this Agreement is signed by the Lessee:

Advance Payment $0.00

Document Fee $75.00 (included on first invoice)

Town of Apple Valley agrees to pay the property tax that is billed annually.

END OF LEASE OPTIONS

Lease shall have the following option at the end of the original term, provided all payments have been made and no event of default under the lease has occurred.

1. Purchase the equipment for fair market value.
2. Renew the lease.
3. Return the equipment as provided in Paragraph 14 of this lease agreement.
4. Opportunity to upgrade.
5. Other:

LESSEE SIGNATURE

You agree to all of the Terms and Conditions contained in both sides of this Equipment Lease Agreement, and in any attachments to same (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancelable Lease for the full term shown above.

By: X _____
Signature of Authorized Signer

Name: X _____
Please Print

Title: _____

Date: _____ Fed Tax ID _____

By: X _____
Signature of Authorized Signer

Name: X Jenna Vizcardo
Please Print

Title: _____

Date: _____

PERSONAL GUARANTY

The undersigned guarantor jointly and severally unconditionally guarantee the prompt payment when du of each monthly rental payment due and payable under the foregoing Lease Agreement. To enforce the liability of guarantor hereunder, Lessor shall not be required, first to (a) give guarantor notice of Lessee's default; (b) repossess the equipment or (c) attempt to enforce the liability of Lessee under the Lease Agreement. Lessor may from time to time accept late payments of rental and may extend the terms of this Lease Agreement without defeating or diminishing this continuing guaranty. This is a guarantee of payment and not of collection.
The Guarantor acknowledge that execution of this guarantee is a material part of the consideration upon which Lessor relies in consummating this Lease Agreement and that this guarantee is executed as an inducement to the Lessor to consummate the Lease Agreement

Signature Date

Print Name

TERMS AND CONDITIONS

personal property described above upon the terms and conditions set forth herein (such property together with all replacements, repairs and additions incorporated therein or affixed thereto being referred to herein as "Equipment"). (Additional terms continued on reverse side)

THIS LEASE CANNOT BE CANCELED (Additional terms continued on the reverse side)

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[illegible] begin on the date it is accepted by Lessee and shall continue for the number of consecutive months shown above from the Lessee signature unless earlier terminated as provided herein.

3. RENT. Rent shall be payable in installments, each in the amount of the basic rental payment set forth on reverse plus any applicable sale tax or use tax. Lessee shall pay installments in advance on the date this Lease is executed by Lessee as Indicated above. Subsequent installments shall be payable on the first day of each rental payment period shown above beginning after the first rental payment period; provided, however, that Lessor and Lessee may agree to any other payment schedule including irregular payments or balloon payments, in which event they shall be set forth in writing in or as part of this Lease. Lessor may increase the service portion of the Lease Payment on an annual basis, in an amount not to exceed five percent (5%) of the Payment in effect at the end of the prior annual period.
4. SECURITY DEPOSIT. Lessor may apply any security deposit toward any obligation of Lessee hereunder and shall return any unapplied balance to Lessee, without interest, upon satisfaction of Lessee's obligations. The Lessor may commingle the security deposit with its other funds. In the event that the Lessor applies the security deposit to satisfy an obligation of Lessee, the Lessee shall immediately replace any portion of the security deposit so applied by Lessor. At expiration of the Lessee, Security Deposit can be applied to the purchase of the equipment.
5. WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment and to look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason be defective. So long as no Event of Default has occurred and is continuing, Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, and warranty received by Lessor, SUPPLIER IS NOT AN AGENT OF LESSOR, AND LESSEE SHALL HAVE NO RIGHT TO RELY ON STATEMENTS OR REPRESENTATIONS MADE BY SUPPLIER. Lessor assumes no responsibility for the installation, adjusting or servicing of the Equipment.
6. TITLE. Title to the Equipment shall at all times remain in Lessor, and Lessee at its own expense shall protect and defend the title of Lessor and keep it free of all claims and liens other than the rights of Lessee hereunder and claims and liens created by or arising through Lessor. The Equipment shall remain personal property regardless of its attachment to realty, and the Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty.
7. LAWS AND TAXES. Lessee shall comply with all laws and regulations relating to the Equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use or the rentals hereunder excluding, however, any taxes on or measured by Lessor's net income. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction.
8. INDEMNITY. Lessee hereby Indemnifies and agrees to save Lessor harmless from any and all liability and expense arising out of the ordering, ownership, use, condition, or operation of each item of Equipment during the term of this Lease, including liability for death or injury to persons, damage to property, strict liability under the laws or judicial decisions of any state or the United States, and legal expenses in defending any claim brought to enforce any such liability or expense, but excluding any liability for which Lessee is not responsible under paragraph 7.
9. ASSIGNMENT. Without Lessor's prior written consent Lessee will not sell, assign, sublet, pledge, or otherwise encumber or permit a lien arising through to exist on or against any interest in this Lease Agreement or the Equipment or remove the Equipment from its location referred to above. Lessor may assign its interest in this Lease Agreement and sell or grant a security interest in all or any part of the Equipment without Lessee's consent. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.
10. INSPECTION. Lessor may inspect the Equipment at any time and from time to time during regular business hours.
11. REPAIRS. Lessee will use the Equipment with due care and for the purpose for which it is intended. Lessee will maintain the Equipment in good repair, condition and working order, and will furnish all parts and services required therefore, all at its expense. All such parts when furnished shall immediately become the property of Lessor and part of the Equipment for all purposes hereof.
12. LOSS OR DAMAGE. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment discounted from the respective dates installment payments would be due at the rate of 18% per annum plus (c) twice the amount of any investment tax credit recaptured by Lessor on account of early disposition of such item plus (d) 10% of the original cost of such item, which represents compensation for loss of Lessor's anticipated residual value. Upon payment of such amount to Lessor such item shall become the property of Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and Interest therein, the rent with respect to such item shall terminate, and the basic rental payment on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus. Lessee grants to Lessor power of attorney for any Insurance proceeds received.
13. INSURANCE. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of $500,000 combined single limit and (b) physical damage Insurance Insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least minimum amounts required herein, naming Lessor as an additional insured there under for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 30 days prior written notice of any alteration in the terms of such policy to the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall Invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.
14. RETURN OF THE EQUIPMENT. Upon the expiration or early termination after full obligations of monies have been made the Lessee will immediately deliver the Equipment to Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery.
15. ADDITIONAL ACTION. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease Agreement, including the execution and delivery of appropriate financing statements to fully protect Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee further agrees to pay Lessor the expense of filing such documents and originating this Lease. Lessee grants to Lessor power of attorney for UCC forms.
16. COLLECTION CHARGES. If any installment of basic rent is not paid when due, Lessor may Impose a late charge of up to 15% of the amount of the installment or $15.00, whichever is greater, plus interest to Lessor upon each delayed payment calculated at the rate of 13/4% per month, or any part thereof. Payments thereafter received shall be applied first to delinquent installments and then to current installments. Lessee agrees to pay Lessor a collection call charge of $15.00 to compensate Lessor for time and expense of making such call. If for any reason a Lessee's check is returned to the Lessor for non-payment, a $15.00 bad check charge will be imposed.
17. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment of basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 113 calendar days following written notice thereof by Lessor to Lessee; (c) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any guarantor of this Lease Agreement or any partner of Lessee If Lessee is a partnership shall voluntarily file, or have filed against it Involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the Federal Bankruptcy Code or any other present or future Federal or State Bankruptcy or Insolvency Law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; (e) any individual Lessee, guarantor of this Lease Agreement, or partner of Lessee if Lessee is a partnership shall die; (f) breach of any representation or warranty made by the Lessee or any guarantor of this Lease; (g) levy, seizure of attachment of the equipment; (h) an event of default shall occur under any other obligation Lessee owes to Lessor.
18. REMEDIES. Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease Agreement is executed because the value of the Equipment at the expiration of this Lease Agreement is uncertain, and thereof they agree that for purpose of this paragraph 18 'Lessor's Loss" as of any date shall be the sum of the following: (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment discounted from the respective dates installment payments would be due at the rate of 18% per annum plus (c) twice the amount of any investment tax credit recaptured by Lessor on account of early disposition of such item plus (d) 10% of the original cost of such item, which represents compensation for loss of Lessor's anticipated residual value. Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect provided, however, that upon the occurrence of an Event of Default specified in paragraph 17 (d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.

(a) Lessor may, by written notice to Lessee, terminate this Lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

(b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease Agreement or to recover, for breach of this Lease, Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d), (e),and (f) below.

(c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine. The proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d), (e), and (f) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment is determining the rent under such lease.

(d) Lessor may recover twice the amount of any investment tax credit taken with respect to the Equipment recaptured by Lessor on account of early disposition of the Equipment.

(e) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid at the rate of 18% per annum.

(f) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment. No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other Event of Default.

19. NOTICES. Any written notice hereunder to Lessee shall be deemed to have been given when delivered personally or deposited in the United States mail, postage prepaid, addressed to Lessee at its address set forth above or at such other address as may be last known to Lessor.
20. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net Lease and Lessee's obligation to pay the rent and amounts payable by Lessee under paragraphs 12 and 18 is unconditional and not subject to any abatement, reduction, setoff, or defense of any kind.
21. NON-CANCELLABLE LEASE. THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.
22. SURVIVAL OF INDEMNITIES. Lessee's obligations under paragraphs 7 and 8 shall survive termination of this Lease Agreement.
23. MISCELLANEOUS. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. The terms and conditions of this Lease supercede the terms and conditions of any related purchase order.
24. CONSENT TO UTAH LAW, JURISDICTION AND VENUE IN THIRD DISTRICT COURT, SALT LAKE COUNTY, SALT LAKE CITY, UTAH. This lease shall be deemed fully executed and performed in the state of UTAH and shall be governed by and construed in accordance with the law thereof. Any action, proceeding, or appeal on any matter related to or arising out of this Lease, the Lessor, Lessee and guarantors shall be subject to the personal jurisdiction of the state of UTAH, including any state or federal court sitting therein, and in all court rules thereof and shall accept venue in any federal or state court in UTAH.
25. RENEWAL. Unless LESSEE, sixty days prior to the expiration of this lease notifies LESSOR in writing of its intentions to terminate this lease at its expiration date, then this Lease will automatically renew at the same payment amount for consecutive 30-day periods from its expiration date without the necessity of execution of any further instrument or document.

LES OLSON IT

Corporate Office: 3244 South 300 West SLC, UT 84115 - (P) 801-486-7431 (F) 801-486-7494

Sales Order # 635613
Customer # 04-TOWAP
Sales Rep: Aaron Brown
Order Date: Nov 8, 2022
Quote Expiration Date: Oct 31, 2022

Sold To

Town of Apple Valley
Attn:Tonya
1777 N Meadow Lark Dr
Apple Valley UT 84737-4894

Attn: Robin Whitmore
rwhitmore@applevalleyut.gov
435-877-1190

Equipment Group 1 **Attn:Tonya 1777 N Meadow Lark Dr Apple Valley, UT 84737-4894**

	DESCRIPTION	QTY
1.	**BP-50C26 - Sharp Color Copier #** 26 pages-per-minute Color Sharp Multi-function System	1
2.	**BP-DE12 - Stand/1 X 550 Paper Deck (50C26-70C65)#** Stand/1 X 500 Paper Feed Desk Unit	1
3.	**BP-TU10 - Center Exit Tray (50C26-70C65)** Center Exit Tray Unit (BP50C26-BP70C45)	1
4.	**BP-TR12 - Exit Tray (50C26-70C65)** Exit Tray (BP50C26-BP70C45)	1
5.	**BP-FX11 - Sharp Fax #** Fax Module	1
6.	**MX-PK13L - PostScript (M2651-6051, 50C26-50C45) #** Adobe PostScript Expansion Kit	1
7.	**BP-EB10 - Wireless LAN Adapter** Wireless LAN	1
	Service Platinum B/W Service (NASPO) Term: 60 Contract Included Pages: 168,000 Excess Pages Begin At: 168,001 Excess Page Charge: 0.00935 Platinum Color Service (NASPO) Term: 60 Contract Included Pages: 102,000 Excess Pages Begin At: 102,001 Excess Page Charge: 0.0583	

Purchase Type	Terms	Purchase Option	Monthly Lease Payment
Lease	60 months	FMV	**$ 302.51** (plus applicable taxes)

Accepted by: Robin Whitmore Title: Treasurer/Council member PO#: _____

Signature:  Date: Nov 8, 2022

GENERAL TERMS AND CONDITIONS

(1) This Agreement by and between Customer/Lessor (collectively "Customer") and Les Olson Company ("LOC"), including the Maintenance Agreement (if applicable and defined below), shall be legally considered agreed and valid upon signature by the Customer.

(2) This Agreement may not be assigned or transferred by the Customer without the written approval of an LOC Officer.

(3) This Agreement constitutes the entire Agreement for this transaction between the Customer and LOC. The provisions herein shall be deemed to accurately represent the intent of both parties. No term or condition, express or implied, is authorized unless it appears on the original of this Agreement. This Agreement may not be varied or modified, except in writing and signed by an LOC Officer and the Customer.

(4) For products/software and/or services acquired under this Agreement, the terms of payment are net thirty (30) days. Time is of the essence regarding the terms of this contract, and if default be made by the Customer in any payment of any of the terms of this sale, a finance charge of one and a half (1.5) percent per month (annual percentage rate of eighteen (18) percent) will be charged on any overdue account. LOC agrees to provide reasonable assistance to Customer in its efforts to finance the purchase or lease of the product/software and/or services; however, Customer acknowledges such financing is not and cannot be guaranteed by LOC. Customer shall be ultimately responsible for payment of the purchase price of products/software and/or services sold or leased. A 15% handling charge on all returned merchandise will be made.

(5) If Customer's account becomes delinquent and is turned over to an attorney or third-party collector, the Customer agrees to pay fees equal to the total balance due plus all of LOC's related fees, attorney fees, and collection costs, even if no suit or action is filed.

(6) This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority are the Customer's sole responsibility and shall be timely paid by the Customer

(7) Title to all products/software acquired under this Agreement shall remain with LOC until the full purchase price is paid. Customer shall be responsible for any loss, damage or injury to all products/software acquired under this Agreement, whether by acts of nature or otherwise, and no such loss, damage or injury shall relieve the Customer from liability to pay the full purchase price.

(8) If products/software and/or services are delivered to Customer before final payment, the Customer gives LOC the right to file financing statements with respect to the equipment under the Uniform Commercial Code, as amended, or other similar provisions of law, and authorizes LOC where permitted by law to make such fillings without buyer's signature.

(9) In the event that a manufacturer's software is required in conjunction with this sale, Customer is responsible to perform and complete applicable system backups prior to such installation. LOC shall not be liable for loss or damage of any kind to data or equipment as a result of this installation. End-User License Agreements ("EULA") govern the use and distribution of manufacturer's software. Customer shall be solely responsible for the cost of any cables, electrical requirements or additional hardware required to connect equipment to a network. LOC shall not be responsible for any updates or problems arising after the initial installation due to a change in the Customer's computers and/or network.

(10) Customer is responsible for the protection and removal of sensitive and private data that may become stored on Customer's equipment. While LOC may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. LOC does not recommend any particular option, and LOC is not liable for damages arising from Customer's failure to remove and protect its data fully. Regardless of which standard Customer chooses, Customer must return leased equipment in full working order at the end of any lease term.

(11) Standard Image and Print Product Limited Warranty: LOC warrants new and used equipment to be free of defect in materials and workmanship for a period of ninety (90) days from installation. This warranty does not extend to the replacement of supply items or consumables, including, but not limited to, photoconductors, heat rollers, fuser, cleaning kits, toner, developer, paper or staples. Under no circumstances will LOC be responsible for any consequential or incidental damages.

(12) This Agreement shall be construed in accordance with the laws of the State of Utah.

(13) LOC's failure to enforce any term of this Agreement shall not be deemed a waiver thereof

(14) Limit of Liability. Except as expressly provided in these Conditions, Les Olson Company shall not be liable for damage to property or for injury to any person arising from the sale, installation, use or removal of products unless caused by the sole neglect of Les Olson Company. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's sole negligence or willful misconduct.

(15) Any warranty products are maintained by the product manufacturer.

IMAGE AND PRINT PRODUCTS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

(1) This Maintenance Agreement (the "Maintenance Agreement") covers only the product(s) described on the face hereof and does not include any product(s) or accessories not listed. All parts and labor for adjustments and repairs as necessitated by normal use of the products(s) described on the face hereof are determined by LOC. Not included in this Maintenance Agreement are network/software support, LOC IT Connectivity Services ("LOCITCS"), and consumable supplies such as, but not limited to, paper and staples. LOCITCS is an optional service and can be added to this Agreement at an additional charge

(2) Optional LOCITCS solely provide connectivity coverage for printing services related to the connectivity between the covered product/service and Customer's network. LOCITICS cover phone support and onsite service for print driver installation, PC faxing, inbound routing, and scanning to email, folders, or desktop. LOCITCS do not provide coverage or services for Customer's network itself; issues outside of the LOC-provided products/software (such as network failure, routers, etc.) are not covered under LOCITCS and any service provided related thereto (if available) will be rendered at established service rates in effect at the time such service is performed. MFP Devices which utilize scanning technology may be billed separately for scans

(3) Customer agrees to pay LOC the base and overage charges listed on this Maintenance Agreement and agrees that excess images over the allotted base amount during the billing cycle will be billed to Customer at the agreed upon rate for excess images. If not noted, excess images will be charged at LOC's retail rates. Customer agrees that LOC may increase the per image rate annually during any term of the Maintenance Agreement by an amount not to exceed ten (10) percent of such charge.

(4) Maintenance Agreement charges are payable in advance. Monthly and quarterly plans are available based on volume usage, but minimum monthly volumes are required. LOC also reserves the right to adjust pricing at any time during the Agreement in response to image coverage above 7% for mono images and 30% for color images. If toner is included in the Agreement, the toner will be supplied within the cost per image rate based upon the standard manufacturer's yield. Excess toner will be billed at standard manufacturer's yield.

(5) Meter collection may be necessary to ensure accurate billing. If a meter cannot be collected, the monthly minimum will be billed. Customer acceptance of manufacturer software installation on Customer's computers/network may entitle Customer to a reduced cost per image rate on the products acquired under this Maintenance Agreement. If product(s) require(s) manual meter collection, a 10% increase on quoted cost per image rates may take effect.

(6) If this Maintenance Agreement is in place during the term of the Agreement, LOC will provide new or equivalent replacement parts that have been worn or broken through normal use. Parts requiring replacement due to irregular use or accident shall be billed to Customer at LOC's published part prices in effect at the time such part is sold. Irregular use or accident is constituted by but not limited to: service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, flood, lightning, other acts of nature, or as a result of either service by unauthorized personnel or use of supplies or parts that do not meet manufacturer's published supply or part specifications for the equipment; these aforementioned conditions may render this Maintenance Agreement invalid. Service or repairs needed due to damage sustained during a move of a device, unless performed by an authorized LOC representative, shall not be covered by this Maintenance Agreement in place and shall be subject to additional charges. When service work beyond normal use is required, LOC will submit a cost estimate for such service work. If the Customer authorizes such service work, a separate invoice will be rendered.

(7) Machine environmental location must follow manufacturer specifications.

(8) All service calls, including those for recommended preventative maintenance ("PM"), shall be made upon request by the Customer. It is the responsibility of the Customer to schedule PM service calls and the responsibility of LOC to provide the recommended preventative maintenance. PMs may be in conjunction with regular or emergency service calls. Service work furnished to Customer may include reasonable use of Customer's image allotments and materials.

(9) LOC's standard business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding LOC observed holidays. LOC shall make all service calls, including PMs, covered under this Maintenance Agreement during standard business hours.

(10) Mileage may be charged for locations more than 50 miles from any LOC facility if a Maintenance Agreement is or is not in effect during the term of this Agreement

(11) The Maintenance Agreement, if purchased, shall continue for the term stated on the Agreement. The Maintenance Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice to the other party of their intent to terminate prior to thirty (30) days before the expiration of the original term or any subsequent renewal terms. Written notice must be sent to:

Les Olson Company
c/o Contract Renewals
3244 South 300 West
Salt Lake City, UT 84115

(12) Customer's failure to abide by all payment obligations may result in delay/suspension of service or termination of this Maintenance Agreement and may, at LOC's sole discretion, constitute a default under this Maintenance Agreement and the Agreement.

TOWN OF APPLE VALLEY

RESOLUTION R-2022-51

A RESOLUTION AMENDING RESOLUTION R-2022-46

WHEREAS, Mayor Frank G. Lindhardt along with the consent of Town Council appointed Richard Palmer to the Planning Commission as a regular member on October 19, 2022 by Resolution R-2022-46; and

WHEREAS, it was discovered the term end date was incorrectly stated as January 26, 2025.

NOW, THEREFORE, at a meeting of the legislative body of the Town of Apple Valley, Utah, duly called, noticed, and held on the 16th day of November 2022, and upon motion duly made and seconded,

BE IT RESOLVED AS FOLLOWS:

Resolution R-2022-46 is hereby amended to change the term expiration date from January 26, 2025 to January 6, 2025;

EFFECTIVE DATE: This Resolution shall be in full force and effect from November 16, 2022.

PRESIDING OFFICER

_____
Frank G. Lindhardt, Mayor

ATTEST:

_____
Jenna Vizcardo, Town Recorder

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member| Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____

SECTION XV: BENEFITS

1. WORKERS COMPENSATION.

A. All employees are covered by workers compensation which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue benefits while receiving workers compensation payments. For exact compensation coverage, check the workers compensation contract on file with the Town Administrator, or designee.

B. Employees may use accrued vacation or sick leave to make up the difference between workers compensation benefits and their base pay.

C. Medical Attention. An employee who sustains a bona fide, on-the-job injury may seek medical attention from the medical facility of their choice. They must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven (7) days to the insurance carrier, the Industrial Commission, and to the injured worker (Please Note: Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan).

D. Initial Reporting of Illness or Injury. Reporting the accident or illness is critical to qualification for payment under workers' compensation. If an employee is injured while on the job, no matter how minor, the circumstances should be reported to the Town Administrator immediately. After Form 122 is filled out, a copy must be sent to the insurance carrier and a copy must be sent to the Industrial Commission within seven (7) days of the date of injury.

E. Reporting while off the Job. While on leave because of a bone fide, on-the-job injury or illness, an employee must contact their supervisor or the Town Administrator to report on their condition. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.

F. Return to Service. All employees must return to work after the approval of the attending physician. A statement from the attending physician stating the employee is able to resume normal duties will be required before returning to work. Failure to return to work when directed may result in immediate termination. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job classification.

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

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

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

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

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

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

(1) A certificate indicating successful course completion, if applicable.

(2) A grade point average of 2.0 or higher on a 4.0 (A, B, C, D) scale.

(3) A grade pass on a pass/fail grading system.

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

A. ELIGIBLE:

1. Regular full-time employee. Eligibility begins after probationary period.

2. URS Tier 1 Employees: Based on the monthly pay established annually by the URS, currently $1,148.

3. URS Tier 2 Appointed Officers are Part-Time Ineligible except for the following positions, which are deemed Full-Time Eligible if the employee meets the Town's definition of Full-Time:

   a. Town Administrator
   b. Finance Director
   c. Town Clerk
   d. Fire Chief

4. URS Tier 2 Elected Officers are Part-Time Ineligible.

5. Appointed Full-Time Positions are eligible for URS vesting exemption purposes, if available.

6. Under the Fire Fighter URS, all volunteer fire fighters currently on the roster are eligible for Death and Disability benefits while performing in the line of duty.

SECTION XVI: LEAVES OF ABSENCE

1. ABSENT WITHOUT LEAVE.

   A. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination, by the Town Administrator, or designee.

   B. Any employee who is absent for three (3) or more consecutive workdays without authorized leave shall be deemed to have voluntarily resigned their position and employment without notice. Where extenuating circumstances are found to have existed, however, such absence may be covered by the Town Administrator, or designee, by subsequent grant of leave with or without pay as the circumstances dictate.

2. ANNUAL VACATION LEAVE.

   A. Each permanent, Non-Exempt full-time employee shall receive annual vacation

leave. Vacation is earned on forty (40) hour weeks. The rates are as follows: ~~at the following rate:~~

(1) For one (1) month to one (1) years of service, ~~five (5) work days~~ forty (40) hours of annual vacation leave shall accrue at the rate of 1.54 hours per pay period ~~one-third day per month for each month worked~~.

(2) From one (1) year to five (5) years of service, ~~ten (10) work days~~ eighty (80) hours of annual vacation leave shall accrue at the rate 3.08 hours per pay period ~~of two thirds (2/3) day per month for each month worked~~.

(3) For over five (5) years of service, one hundred twenty (120) hours ~~(15) workdays~~ of annual vacation leave shall accrue at the rate of 4.62 hours per pay period ~~ten hours (10) hours per month for each month worked.~~

(4) All days requested to be off shall use vacation hours, if available. If none are available, the hours will be without pay.

B. Each permanent, EXEMPT full-time employee shall receive annual vacation leave. Vacation is earned on forty (40) hour weeks. The rates are as follows:

1. For one (1) month to one (1) years of service, eighty (80) Hours of annual vacation leave shall accrue at the rate of 3.08 hours per pay period.

2. From one (1) year to five (5) years of service, one hundred twenty (120) hours of annual vacation leave shall accrue at the rate of 4.62 hours per pay period.

3. For over five (5) years of service, one hundred sixty (160) hours of annual vacation leave shall accrue at the rate of 6.15 hours per pay period.

H. An employee who is separated from employment may be compensated for all accrued annual vacation leave.

I. All annual vacation leave requests should be submitted a reasonable time in advance of the desired time off to the Town Administrator, or designee. If an excessive (being the number of requests if granted that would render the department or organization ineffective) number of employees request annual vacation leave for the same time period, annual vacation leave shall be granted in order of application (first-come-first-served) at the discretion of the Town

Administrator, or designee.

J. A workday is based on ten (10) hours, Monday through Thursday. Friday is considered a day off. A vacation day is equivalent to the same.

K. Official annual vacation leave records will be maintained and kept current by posting at least annually by the Town Administrator, or designee.

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

3. HOLIDAY LEAVE.

A. Holidays which apply to full time employees are:

(1) New Year's Day.....January 1st

(2) Human Rights Day.....3rd Monday in January
(3) President's Day.....3rd Monday in February

(4) Memorial Day.....Last Monday in May

(5) Independence Day.....July 4th

(6) Pioneer Day.....July 24th

(7) Labor Day.....1st Monday in September

(8) Columbus Day.....2nd Monday in October

(9-10) Thanksgiving.....4th Thursday & Friday in November

(11) Christmas Day.....December 25th

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

TOWN OF APPLE VALLEY

RESOLUTION R-2022-52

A RESOLUTION AMENDING THE TOWN OF APPLE VALLEY PERSONNEL POLICIES AND PROCEDURES MANUAL SECTIONS XV:BENEFITS AND XVI:LEAVES OF ABSENCE

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

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

WHEREAS, The Town Council of Apple Valley held a public meeting duly called, noticed and held on the 16th day of November, 2022; and,

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

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

PASSED THIS 16TH, DAY OF NOVEMBER 2022. This resolution shall be in full force and effect from the date of passage.

TOWN OF APPLE VALLEY

PRESIDING OFFICER ATTEST:

_____ _____

Frank G. Lindhardt, Mayor Jenna Vizcardo, Town Recorder

	AYE	NAY	ABSENT	ABSTAIN
Mayor | Frank Lindhardt	_____	_____	_____	_____
Council Member| Kevin Sair	_____	_____	_____	_____
Council Member | Robin Whitmore	_____	_____	_____	_____
Council Member | Andy McGinnis	_____	_____	_____	_____
Council Member | Barratt Nielson	_____	_____	_____	_____