



## TOWN COUNCIL HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, October 15, 2025 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, October 15, 2025**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

**Mayor** | Michael Farrar

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

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

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

if the meeting requests a password use 1234

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

#### CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### PRAYER

#### ROLL CALL

#### DECLARATION OF CONFLICTS OF INTEREST

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

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

#### PUBLIC HEARING

1. Resolution R-2025-22, Amend Title 01.20.010 Residential Usage Fees and 01.20.030 Bulk Meter Usage Fees.
2. Resolution R-2025-23, Fee Schedule Amendment.
3. Resolution R-2025-25 Approval of the Water Agreement with Jepson Canyon Resort Development Co. Inc.

#### DISCUSSION AND ACTION

4. Ordinance O-2025-34, Proposed Zone Change, Open Space Transition Zone (OST) to Agricultural 5 Acres Zone (AG-5) for AV-1351-C, 325 N Cougar Ln, Applicant: Joseph and Kituran Neppl.  
\*Planning Commission recommended approval on October 8, 2025.
5. Resolution R-2025-25 Approval of the Water Agreement with Jepson Canyon Resort Development Co. Inc.
6. Ordinance O-2025-35, Amend Title 10.28.150 Utility Requirements.  
\*Planning Commission recommended approval on October 8, 2025.
7. Ordinance O-2025-36, Repeal Title 10.28.130 Minimum Height Of Main Building.  
\*Planning Commission recommended approval on October 8, 2025.
8. Resolution R-2025-22, Amend Title 01.20.010 Residential Usage Fees and 01.20.030 Bulk Meter Usage Fees.

9. Resolution R-2025-23, Fee Schedule Amendment.

10. Resolution R-2025-24, Amend Purchasing Policy Section VI Donations.

**CONSENT AGENDA**

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

11. Formally accept a \$100 donation to the Fire Department from the Firefighters Charitable Foundation, received September 3, 2025.

12. Minutes: September 17, 2025 - Town Council Meeting.

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

**ADJOURNMENT**

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

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

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



Proposal: Zone Change  
Current Zone: OST  
Proposed Zone: A-5  
Acres: 5.01  
Project location: AV-1351-C  
Number of Lots: 1  
Report prepared by Eldon Gibb, Planning Consultant with Shums Coda

The applicant is proposing to change the zoning from the current OST to a proposed A-5. The property is located at 325 North Cougar Lane (AV-1351-C) and is 5.01 acres in size. As stated in the application the purpose for the zone change is to align the zoning of this property with neighboring parcels.

The property is currently zoned OST. Surrounding zoning is RE-1 to the north, RE-20 to the east, RE-5 to the south and Open Space Conservation (OSC) to the west. The General Plan for this property is Agricultural. The applicant is asking to change the zone from OST to A-5 which is in line with the General Plan map.

When looking at Section 2 of the General Plan, it is apparent that this zone change is in line with section 2.3 - Major Land Use Themes - as this proposal would require lots to be 5 acres in size or larger. Furthermore, in section 2.4 - Land Use Goals it is stated as a goal, "Maintain the small-town, rural feel of Apple Valley". It appears this zone change application is in line with the intent of the General as it would create larger lot sizes and help preserve the agricultural and historic heritage of Apple Valley.

Access to the property is off of 400 North. The town may want to look at roadway connectivity in this area and consider the possibility of Cougar Ln connecting to 400 North.

**TOWN OF APPLE VALLEY  
ORDINANCE O-2025-34**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1351-C FROM OPEN SPACE TRANSITION ZONE (OST) TO AGRICULTURAL 5 ACRES ZONE (AG-5)**

**WHEREAS**, the Town of Apple Valley (“Town”) has petitioned to rezone parcel AV-1351-C from Open Space Transition Zone (OST) to Agricultural 5 Acres Zone (AG-5); and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on October 8, 2025, to consider the request and, in a meeting on the same date, voted to recommend approval of the zone change; and

**WHEREAS**, the Town Council has reviewed the Planning Commission’s recommendation and finds that the proposed zone change aligns with the Town’s General Plan and serves a rational public interest; and

**WHEREAS**, on October 15, 2025 the Town Council of Apple Valley, Utah, convened in a duly noticed and held meeting to consider the proposed amendment;

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

**SECTION I: Zoning Amendment**

The zoning designation for parcel AV-1351-C is hereby changed from Open Space Transition Zone (OST) to Agricultural 5 Acres Zone (AG-5).

**SECTION II: Official Zoning Map Update**

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

**SECTION III: Effective Date:**

This ordinance shall take effect immediately upon passage and adoption.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Apple Valley, Utah, this 15th day of October, 2025.

PRESIDING OFFICER

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

ATTEST:

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

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



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

See Fee Schedule Page 2

Item 4.

Zone Change Application			
Applications Must Be Submitted By The First Wednesday Of The Month			
Owner: <b>Joseph F and Kiturah L Neppi</b>		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable) <u>325</u>		Phone:	
Address/Location of Property: <b>400 N Cougar Lane</b>		Parcel ID: <b>AV-1351-C</b>	
Existing Zone: <b>OST</b>		Proposed Zone: <b>A-5</b>	
For Planned Development Purposes: Acreage in Parcel <u>5.01</u>		Acreage in Application <u>5.01</u>	
Reason for the request <b>To zone property in accordance with neighboring parcels.</b>			

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

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

Applicant Signature <i>Joseph F. Neppi</i>	<i>Kiturah Neppi</i>	Date <b>8-17-2025</b>
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Official Use Only	Amount Paid: \$ <b>1,200</b>	Receipt No: <b>57666</b>
Date Received: <b>8/26/25</b>	Date Application Deemed Complete:	
By: <i>JN</i>	By:	

TAX_ID	FIELD5	FIELD6	FIELD7	FIELD8	FIELD9	FIELD10	FIELD11
AV-1351-C	NEPPL JC	77-6543	PRINCESS I	KAILUA K	HI	96740	
AV-1351-E	BULLINGT	PO BOX 123		CONCONI	WA	98819-0123	
AV-1351-E	APPLE VA	229 E SAINT GEORG		SAINT GE	UT	84770	
AV-1351-C	HAMBLIN	72 W STATE ST		HURRICA	UT	84737	
AV-1343-A	GUBLER I	271 S MAIN ST		LA VERKI	UT	84745	
AV-1343-A	THOMPSC	322 N STATE ST # 3		HURRICA	UT	84737-1873	

Matthew & Tiffannie Bullington AV-1351-E  
 PO Box 123  
 ConConully WA 98819

Apple Valley Dev LLC AV-1351-B  
 229 E Saint George Blvd #200  
 Saint George UT 84770

Aaron & Jill Hamblin AV-1351-D  
 72 W. State St.  
 Hurricane UT 84737

Micah & Cory Gubler AV-1343-A-3  
 271 S Main St  
 LaVerkin UT 84745

Michael, Renae & Janette Thompson AV-1343-A-7  
 322 N State St #39-6  
 Hurricane UT 84737

### Zoning Districts Viewer

Find address or place



#### Legend

#### Zoning Districts

- A-5 - Agricultural > 5 Acres *Proposed Zoning AV-1351-C*
- A-10 - Agricultural > 10 Acres
- A-20 - Agricultural > 20 Acres
- A-40 - Agricultural > 40 Acres
- A-X - A Agriculture
- SF-.5 - Single-Family Residential > .5 Acres
- C-1 - Convenience Commercial
- C-2 - Highway Commercial
- C-3 - General Commercial
- CTP - Cabins or Tiny Home Parks Zone
- INST - Institutional
- MH - Manufactured Housing Park
- OSC - Open Space Conservation
- OST - Open Space Transition *existing zoning AV-1351-C*
- PD - Planned Development
- RE-1 - Rural Estate 1
- RE-2.5 - Rural Estate 2.5
- RE-5 - Rural Estate 5
- RE-10 - Rural Estate 10

Item 4.



Search...

Sign in

8

Tools



GIS



Tool Labels



Basemap...



**PLEASE SEE IMPORTANT EXPLANATIONS & INSTRUCTIONS ON REVERSE SIDE**

2025

**NOTICE OF PROPERTY VALUATION AND TAX CHANGES**



**WASHINGTON COUNTY AUDITOR  
RYAN SULLIVAN  
111 EAST TABERNACLE ST  
ST. GEORGE, UT 84770  
435-301-7220**

ACCOUNT NUMBER	PARCEL NUMBER	ACRES	AREA
0675804	AV-1351-C	5.01	45
<b>PARTIAL LEGAL DESCRIPTION - FOR TAX ID ONLY</b>			
S: 5 T: 43S R: 11W N1/2 NW1/4 NE1/4 NW1/4 SEC 5 T43S R11W			
<b>PROPERTY ADDRESS</b>			
<b>OWNER</b> NEPPL JOSEPH F et al.			

Item 4.

**MAILING ADDRESS**

079956  
NEPPL JOSEPH F et al.

**VALUE OF YOUR PROPERTY**

PROPERTY TYPE	2024 Market Value	2024 Taxable Value	2025 Market Value	2025 Taxable Value
NON-PRIMARY LAND	240,500	240,500	240,500	240,500
<b>TOTAL PROPERTY VALUE</b>	<b>240,500</b>	<b>240,500</b>	<b>240,500</b>	<b>240,500</b>

TAXING ENTITIES	2024		2025				Changes If Proposed Budget Is Approved		PUBLIC HEARINGS FOR TAX INCREASE			
	Taxes Last Year		Current Budget		Proposed Budget		Amount	Percent	Date	Time	Place	\$ Increase
	Tax Rate	Tax Amount	Tax Rate	Tax Amount	Tax Rate	Tax Amount						
LOCAL SCHOOL FUND	0.003384	813.85	0.003220	774.41	0.003220	774.41	0.00	0.00%				
STATE SCHOOL FUND	0.001408	338.62	0.001379	331.65	0.001379	331.65	0.00	0.00%				
APPLE VALLEY TOWN	0.000837	201.30	0.000822	197.69	0.000822	197.69	0.00	0.00%				
WATER CONSERVANCY	0.000412	99.00	0.000399	95.96	0.000399	95.96	0.00	0.00%				
COUNTY GENERAL FUND	0.000373	89.70	0.000361	86.83	0.000361	86.83	0.00	0.00%				
LOCAL ASSESS/COLL	0.000230	55.32	0.000223	53.63	0.000223	53.63	0.00	0.00%				
COUNTY LIBRARY FUND	0.000129	31.02	0.000125	30.06	0.000125	30.06	0.00	0.00%				
CHARTER SCHOOL FUND	0.000033	7.94	0.000088	21.16	0.000088	21.16	0.00	0.00%				
MOSQUITO ABATEMENT	0.000022	5.29	0.000021	5.05	0.000021	5.05	0.00	0.00%				
MULTI CO ASSESS/COLL	0.000015	3.61	0.000014	3.37	0.000014	3.37	0.00	0.00%				
COUNTY GO BOND	0.000010	2.41	0.000000	0.00	0.000000	0.00	0.00	0.00%				
<b>TOTALS</b>		1,648.15	0.006652	1,599.81	0.006652	1,599.81	0.00	0.00%	<b>LAST PROPERTY REVIEW:</b>			2024

**THIS IS NOT A BILL DO NOT PAY ----- THIS IS NOT A BILL DO NOT PAY**

To appeal the market value of your property, you must file an Application for Review of Market Value with the County Board of Equalization. Evidence supporting your estimate of market value must be included when filing your application. Visit [appeal.washco.utah.gov](http://appeal.washco.utah.gov) or call (435) 301-7097 for appeal information. The appeal deadline is September 15, 2025.

Please report any change of address to the Washington County Recorder at (435) 301-7680. If this property has been sold, please forward this notice to the new owner.

**FREE Washington County Property Watch Service:** This service will notify you by email if a deed or other document is recorded on your real property record. To subscribe, visit [propertywatch.washco.utah.gov](http://propertywatch.washco.utah.gov).

If you are 65 years old or older, disabled, or experiencing extreme hardship, and this property is your primary residence, you may be eligible to defer payment of this property tax. Call (435) 301-7738 for deferral information.

**Centrally Assessed Property:** If you believe the assessed value of your property is incorrect, you may apply to the Utah State Tax Commission on August 1, 2025 for a hearing. Do not appeal to the County Board of Equalization. Visit [tax.utah.gov](http://tax.utah.gov) for more information.





*Let's turn the answers on.*

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

Item 4.

August 11, 2025

Joel Neppl

Re: Zone Change to allow new Residence on Property

Located: Parcel Number: AV-1351-C

Dear Joel Neppl:

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 contact me.

Sincerely,

Ruston Jenson  
Estimator  
Dixie Service Center  
435-688-3708



August 7, 2025

Apple Valley  
1777 North Meadowlark Drive  
Apple Valley, UT 84737

**Subject: Parcel AV-1351-C – Joe Neppl**

Ash Creek Special Service District takes no exception to the proposed zone change for Parcel AV-1351-C.

Owners hereby acknowledge and agree that the minimum lot size required for the installation of a conventional septic system is seven (7) acres. Accordingly, the installation of an advanced septic system shall be required for this parcel.

Owners understand and agree that a septic agreement with the Ash Creek Special Service District will need to be signed. Owners understand and agree that a septic permit will also need to be obtained from Southwest Utah Public Health Department.

After approval, Owners agree to pay all costs associated with construction and installation of the septic system. Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Amber Gillette".

Amber Gillette, P.E.  
Engineer  
Ash Creek Special Service District



# Water Right Segregation Request , 81-3363 Claim # A39405 - Will Serve Letter

Scott Zufelt <scottzufelt@utah.gov>  
To: Joe Neppi <jfneppi@gmail.com>

Mon, Aug 4, 2025 at 5:31 AM

We do not provide will serve letters for water. Usually you can provide a copy of the change application proposing to move a water right to a property and to drill a well to the town or county. I show that a segregation request was filed and your interest in water right 81-3363 was segregated into a new water right number, 81-5747, however there has not been a change application filed to move this right to your property and drill a new well.  
[Quoted text hidden]



**Scott Zufelt**  
Hydrologic Scientist  
**W:** (435) 586-4231  
**E:** scottzufelt@utah.gov  
Utah Department of Natural Resources  
Division of Water Rights  
[waterrights.utah.gov](http://waterrights.utah.gov)



The content of this email is confidential and intended for the recipient specified in the message only. It is strictly forbidden to share any part of this message with any third party without the written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion so that we can ensure such a mistake does not occur in the future.

# APPLICATION FOR PERMANENT CHANGE OF WATER

## STATE OF UTAH

Rec. By: \_\_\_\_\_

Fee Amt.: \$150.00

Receipt: # \_\_\_\_\_

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated 1953, as amended.

(Document created on Aug 7, 2025 by SZUFELT)

Change Application Number:  
(c99347, SZUFELT) County Tax Id: AV-1351-C  
Right Evidenced By: 81-5747

Primary Water Right Number: 81-5747

This Change Application proposes to change: POINT(S) OF DIVERSION, PLACE OF USE, NATURE OF USE.

### 1. Owners

Name: Joseph E. Nepl and Kiturah L. Nepl  
Address: [REDACTED]

Interest:

Remarks:

### 2. Dates

Filed: \_\_\_\_\_ Priority of Change: \_\_\_\_\_

--- Description Of Current Water Right (Heretofore) ---

### 3. General

Quantity of Water: 1 ACFT  
Source: Underground Water Well  
County: Washington

### 4. Points of Diversion

**Underground POD**  
1: S 2141 ft W 990 ft from N4 corner, Sec 5 T 43S R 11W SLBM  
Diameter: 8 ins. Depth: 140 to ft. Well ID#: 8013  
Source:

### 5. Water Uses

**Other**  
1: Industrial: Sand and gravel washing operation. used: 01/01-12/31

### 6. Place of Use

(which includes all or part of the following legal subdivisions):

Sec 5 T 43S R 11W SLBM	NW¼				NE¼				SW¼				SE¼			
	N	N	S	S	N	N	S	S	N	N	S	S	N	N	S	S
	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E
				X												

--- The Following Changes are Proposed (Hereafter) ---

### 7. General

Quantity of Water: 1 ACFT  
Source: Underground Water Well  
County: Washington

Common Description: Apple Valley

**8. Points of Diversion - Changed as Follows**

**Underground POD**

1: N 16 ft W 822 ft from N4 corner, Sec 5 T 43S R 11W SLBM

Diameter: 8 ins. Depth: 200 to 600 ft. Well ID#: 0

Source:

**9. Water Uses - Changed as Follows**

**Irrigation**

1: Beneficial Use Amount: 0.0988 acres and Group Total: 0.0988 acres

used: 04/01-10/31

**Stock Water**

1: Beneficial Use Amount: 2 ELUs and Group Total: 2 ELUs

used: 01/01-12/31

**Domestic**

1: Beneficial Use Amount: 1 EDU and Group Total: 1 EDU

used: 01/01-12/31

**10. Place of Use - Changed as Follows**

(which includes all or part of the following legal subdivisions):

Sec 5 T 43S R 11W SLBM	NW¼				NE¼				SW¼				SE¼			
	N	N	S	S	N	N	S	S	N	N	S	S	N	N	S	S
	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E
		X														

**11. Signature of Applicant:**

The undersigned hereby acknowledges that even though he/she may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein including maps and other documents attached, at the time of filing, rests with the applicant.

  
 \_\_\_\_\_  
 Joseph F. Neppel

  
 \_\_\_\_\_  
 Kiturah L. Neppel



Recording requested by:  
Eagle Gate Title Insurance Agency, Inc.

Warranty Deed Page 1 of 2  
Gary Christensen Washington County Recorder  
04/25/2025 02:42:37 PM Fee \$40.00 By EAGLE  
GATE TITLE INSURANCE AGENCY, INC.

Mail Tax Notice To:  
Joseph F. Nepl and Kiturah L. Nepl  
77 6547 Princess Keelikolani Drive  
[REDACTED]

File Number: STG-104989-LH  
Parcel ID: AV-1351-C

# Warranty Deed

**HOPE V. SANTA MARIA AND JJEAN-CLAUDE V. BALDIVINO,**

Grantors, hereby CONVEY(S) IN WARRANTY to

**Joseph F. Nepl and Kiturah L. Nepl, Husband and Wife as Joint Tenants,**

Grantees, for the sum of TEN AND NO/DOLLARS and other good and valuable consideration, the following tract of land in Washington County, State of Utah, to-wit

104989

**THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF THE NORTHWEST QUARTER  
(N1/2NW1/4NE1/4NW1/4) OF SECTION 5, TOWNSHIP 43 SOUTH,  
RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.**

**APN(s): AV-1351-C**

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2025 taxes and thereafter.

WITNESS, the hand of said grantors, this 23 day of April, 2025

Hope V. Santa Maria  
Hope V. Santa Maria

Jjean-Claude V. Baldivino  
Jjean-Claude V. Baldivino

STATE OF UTAH  
COUNTY OF WASHINGTON

On this 23 day of April, 2025, before me Leslie Hepler, a notary public, personally appeared Hope V. Santa Maria and Jjean-Claude V. Baldivino, 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

Leslie Hepler  
Notary Public





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

Parcel ID#

AV-1351-C

Item 4.

**ACKNOWLEDGEMENT OF WATER SUPPLY**

I/We, Joseph F AND Kiturah L Neppi am/are the applicant(s) of the application known as  
Zone Change Application located on parcel(s)  
AV-1351-C within the Town of Apple Valley, Washington County, Utah.

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

1. Approval of a development application by the Town does not guarantee that sufficient water will be available to serve the zone, project, subdivision, or development for which this application is being submitted; and
2. Prior to receiving approval for the application, the applicant shall be required by the Town of Apple Valley to provide a Preliminary Water Service letter from the Big Plains Water Special Service District ("District") which verifies the conditions required to provide services to the project, subdivision or development; and
3. The applicant assumes the entire risk of water availability for the project, subdivision or development and/or application.

Signature(s):

Joseph F Neppi

Name

Joseph F. Neppi

Applicant/Owner

8-18-25

Date

Kiturah L Neppi

Name

Kiturah Neppi

Applicant/Owner

8-18-25

Date

Name

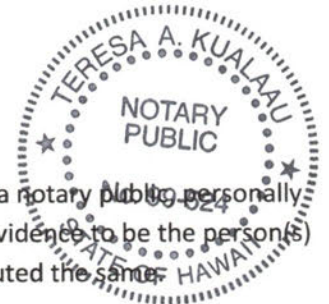
Applicant/Owner

Date

State of Hawaii )

County of Hawaii )§

On this 18 day of August, in the year 2025, before me, Teresa A. Kualau a notary public personally appeared Joseph F. and Kiturah L. Neppi, 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.

Teresa A. Kualau  
 (notary signature)

Commission Expires: 10/24/27

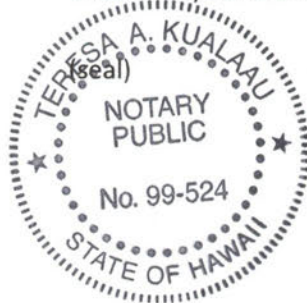
**NOTARY CERTIFICATION**

Doc. Date: 08/18/25 # Pages: 1

Notary Name: Teresa A. Kualau Third Circuit

Doc. Description: Acknowledgement of Water Supply

Teresa A. Kualau 08/18/25  
 Notary Signature Date



**TOWN OF APPLE VALLEY**

**RESOLUTION R-2025-25**

**A RESOLUTION OF THE TOWN COUNCIL OF APPLE VALLEY, UTAH, APPROVING AND AUTHORIZING EXECUTION AND RECORDING OF A WATER AGREEMENT WITH LITTLE CREEK LAND COMPANY, LLC, AND JEPSON CANYON RESORT DEVELOPMENT CO., INC.**

**WHEREAS:**

1. The Town of Apple Valley (“Town”) is a duly organized municipal corporation of the State of Utah; and
2. The Town has succeeded to all rights, title, interests, and obligations of the dissolved Big Plains Water Special Service District, including culinary water service responsibilities within the Town boundaries; and
3. Little Creek Land Company, LLC, a Utah limited liability company, and Jepson Canyon Resort Development Co., Inc., a Utah corporation (collectively, “Developer”), are the owners and developers of certain property situated in Apple Valley, Utah, identified in the Water Agreement; and
4. The Developer has previously dedicated 169 acre feet of water rights for use in the Project known as Jepson Canyon, which dedication has been accepted by the Town as successor in interest to Big Plains; and
5. The Town and the Developer desire to enter into a Water Agreement setting forth the terms and conditions for providing culinary water service to the Project; and
6. The Town Council finds that approval of the Water Agreement is in the best interests of the Town and its residents.

---

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

**Section 1. Approval of Agreement.**

The Water Agreement, dated October 15, 2025, by and between Apple Valley Town, Little Creek Land Company, LLC, and Jepson Canyon Resort Development Co., Inc., a copy of which is attached hereto as *Exhibit A*, is hereby approved.

**Section 2. Authorization.**

The Mayor of Apple Valley is authorized to execute the Water Agreement on behalf of the Town, and the Town Clerk/Recorder is directed to attest to the same.

**Section 3. Recording.**

The Town Clerk/Recorder is directed to cause the Water Agreement to be recorded with the Washington County Recorder’s Office after execution, together with any necessary recording certificates.

**Section 4. Effective Date.**

This Resolution shall become effective immediately upon adoption.

---

**PASSED AND APPROVED** by the Town Council of Apple Valley, Utah, this 15th day of October, 2025.

TOWN OF APPLE VALLEY

PRESIDING OFFICER

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

ATTEST:

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

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

## WATER AGREEMENT

THIS WATER AGREEMENT (this “**Agreement**”), is made and entered into as of October 15, 2025 (“**Effective Date**”), by and between Apple Valley Town (“**Town**”), a Utah municipal corporation, and Little Creek Land Company, LLC, a Utah limited liability company, and Jepson Canyon Resort Development Co. Inc., a Utah corporation (together “**Developer**”).

### RECITALS:

A. Developer is the owner of certain real property situated in Apple Valley, Utah, with Parcel Identification numbers AV-1337-A-1-A-1-A, AV-1340, AV-1341, AV-1347, AV-1352, AV-1353-JC2, AV-1381, AV-1381-JC1, AV-1382-JC2, AV-1383-JC2, AV-1384-JC3, AV-1338-A-2, AV-1385-JC3 and AV-1338-A-1-JC3 (“**Property**”);

B. Big Plains Water Special Service District (“**Big Plains**”) was a Utah Special Service District that provided culinary water service to Apple Valley Town through a system of water collection and conveyance facilities (“**Town Water System**”). Big Plains was dissolved on July 16, 2025 and all rights, title, interests, and obligations of Big Plains were assigned to and assumed by the Town as of such date. The area served by Big Plains, and now the Town, includes the Property.

C. Developer is currently working with Town to develop the Property, to be known as Jepson Canyon (“**Project**”).

D. Developer desires to obtain culinary water service for the Project from the Town Water System, in accordance with the terms and conditions hereinafter set forth.

E. Big Plains passed resolution number BPW-R-2023-11 (“**Resolution**”). Per the Resolution, Big Plains may, at its discretion, accept the dedication of one (1) acre foot of municipal category water rights per connection, or a developer much purchase water from Big Plains at a rate of \$10,000 per acre foot.

F. Developer has previously dedicated to Big Plains, and Big Plains has accepted dedication of, 169 acre feet of water rights for use in the Project (“**Dedicated Water**”) and the Town, as successor in interest to Big Plains, acknowledges such dedication. Both parties agree that the dedicated 169 acre feet of water rights will satisfactorily meet the required obligations for the said 227 residential lots. Developer further acknowledges that additional water rights or the payment of additional Buy-In Fees are required for any commercial developments, parks, public landscaping, public pools, water features or any other supporting infrastructure requiring a water connection (“**Non-Residential Water Uses**”). For any such Non-Residential Water Uses, Developer shall obtain a water usage study prepared by an engineer engaged and paid for by Developer and the results/recommendations of which being approved by an engineer engaged and paid for by the Town (“**Water Usage Study**”). Each Water Usage Study shall determine the number of ERUs attributable to the applicable Non-Residential Water Use for purposes of this Agreement. Thereafter, the development and construction of any improvements and structures

and the commencement of the Non-Residential Water Use shall constitute an automatic reduction of the remaining ERUs.

G. The Town is willing to provide culinary water service to the Project, and Developer desires that the Town be the owner and operator of the System, all upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereof, the parties agree as follows:

1. Developer and the Town acknowledge and agree that the Dedicated Water shall cover and satisfy the requirements in the Resolution and enable a total of 227 residential connections at the Project, at no additional cost to Developer. Should Developer elect to develop commercial connections in the Project, Developer may purchase additional water to enable such commercial connections. The foregoing does not preclude the Town from requiring Developer to pay impact fees in connection with the development of the Project in accordance with applicable law. Subject to the terms and conditions of this Agreement, the Town shall provide culinary water service to the Project in accordance with Town ordinances, and other applicable law.

2. In compliance with the requirements of the Town and the Utah Division of Drinking Water, Developer will design and construct all connecting pipeline, all wells, all tanks and any other infrastructure to comply with applicable laws, and all necessary facilities, fixtures, meters and appurtenances needed to operate and deliver water to the Project.

3. Developer understands and agrees they will be solely responsible for obtaining and/or purchasing any easements required to facilitate the above-mentioned requirements in section 2, provided, however, that the Town shall reasonably cooperate in obtaining any such easements, including, without limitation, exercising its power of eminent domain to acquire necessary easements by taking if Developer is unable to acquire the same on reasonable terms, but Developer shall be responsible for the cost of any fair market value compensation required in connection with the acquisition of such easements. The Developer will also be responsible for any and all engineering and attorney cost/fees incurred by the Town. The Developer will connect the Project to the Town Water System but not into the current aquifer being utilized by the Town. Upon connection to the Town Water System, Developer will dedicate all water conveyance improvements to the Town, and the Town will become the owner and operator and shall manage in all respects the delivery of culinary water to the Project, in accordance with all applicable laws.

4. The Town has informed Developer that the current Apple Valley water system has reached its maximum capacity and that the current aquifer is at maximum capacity. Developer agrees and understands that based on this information they will be required to obtain water on a different aquifer at a location to be determined by the Town. Developer agrees to design/construct wells, pipes and infrastructure to a capacity required to comply with applicable law and the Town's standards. Developer agrees and understands they are responsible for all cost to bring adequate water to the Project.

5. Prior to the issuance of any certificates of occupancy for residential units in the Project, Developer shall design/construct a water tank with the capacity necessary to service the Project as determined by the Town's engineer ("**Water Tank**") within the Project at a location mutually agreed by Developer and Town. The Water Tank shall be constructed according to Town standards. Should the Town desire additional size and capacity to the Water Tank beyond the capacity required to serve the Project, the Town shall pay the extra cost thereof prior to construction of the Water Tank.

5.1. Upon receipt of project Certificate of Occupancy, Developer will dedicate all water system improvements to the Town, and the Town will become the owner and operator and shall manage in all respects the Water Tank and storage of culinary water, in accordance with all applicable laws.

6. This Agreement novates and supersedes the Water and Sewer Agreement by and between Big Plains and Developer dated June 12, 2019, which is recorded as DOC # 20190024368 and the First Amendment to Water and Sewer Agreement dated February 17, 2021.

7. The Town shall at all times be provided with complete access to all pipelines and other facilities installed by Developer. Developer acknowledges that the Town on a periodic basis will be entering the premises to inspect all water, and infrastructure and gives permission of ingress and egress for the same.

8. The parties' obligations hereunder are subject to the obtaining of any approvals or permits required by Utah Law.

9. The Town may, upon providing written notice to Developer, and upon approval of Developer, which approval shall not be unreasonably withheld, assign or transfer its obligations hereunder to another supplier.

10. All parties agree to indemnify, save harmless and defend the others, their agents and employees, from all claims, mechanics liens, demands, damages, actions, cost and charges, and other liabilities arising out of or by reason of the obligations contained in this Agreement.

11. This Agreement shall constitute the entire agreement and understanding of and between the Parties in relation to matters described herein, and no statements, representations, inducements or promises other than as expressly set forth herein have been given or received by any of the Parties (nor by their respective agents, employees, attorneys or representatives) in return for the same. All negotiations, oral conversations, statements, representations and/or agreements leading up to the execution of this Agreement are merged herewith and shall not be the basis for any legal rights, claims or defenses in relation to any litigation or otherwise. No parole or extrinsic evidence may be used to contradict any of the terms of this Agreement. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the Parties hereto, and specifically state the intent of the Parties to amend this Agreement.

12. In no event shall any Party, or its boards, commissions, officers, agents or employees, be liable in damages for any default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to another Party for a breach or violation of this Agreement by the another Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the another Party, or to terminate, modify, correct or suspend this Agreement. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Electronic transmission (including email and fax) of a signed copy of this Agreement and the retransmission of any signed electronic transmission shall be the same as delivery of an original. Signatures on this document, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

14. The persons executing this Agreement warrant and represent that they are duly authorized to do so in the capacity stated. All negotiations, understandings, representations and preliminary agreements are merged herein. The parties intend this document to be the final and exclusive expression of their agreement. This Agreement may not be modified, amended or revoked unless by a writing signed by all the parties hereto. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

(Signatures to follow)

**IN WITNESS WHEREOF**, the parties hereto have executed this Water Supply Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

**Apple Valley Town**

\_\_\_\_\_  
By: Mike Farrar  
Its: Mayor

**ATTEST** \_\_\_\_\_  
Town Clerk/Recorder: Jenna Vizcardo

**DEVELOPER**

LITTLE CREEK LAND COMPANY, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DEVELOPER**

JEPSON CANYON RESORT DEVELOPMENT CO., Inc.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPLE VALLEY  
ORDINANCE O-2025-35**

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

**SECTION 1:****AMENDMENT** “10.28.150 Utility Requirements” of the Apple Valley Land Use is hereby *amended* as follows:

A M E N D M E N T

10.28.150 Utility Requirements

- A. In all areas of the town where a building permit is required, connection shall be made to public sewer, water, electrical and telephone services where these services are available. Electric companies shall not provide any electrical connection of any kind until first approved by the building official. All lots shall be served by Town of Apple Valley Water Department ~~Big Plains Water Special Service District~~ and the town public works department. A waste disposal system approved by the Ash Creek Special Service District department and the town engineer shall also be approved prior to issuing any building permit.
- B. For all building lots not located in platted and recorded subdivisions, all applicable provisions of AVLU Title 11 section 5, shall apply to those lots and shall be required as a condition of obtaining a building permit and shall include, but not be limited to, the following:
1. Water supply and development.
  2. Street improvements.
  3. Electrical and telephone connections.
  4. Fire hydrants and fire flow.
  5. Traffic control and directional signs.
  6. A site drainage plan.
  7. A "dry" sewer line may be required to be installed from the location of any septic tank proposed to be used, and shall be extended to the front property line for future connection to a sewer system.

**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 October 15, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

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

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

**APPLE VALLEY  
ORDINANCE O-2025-36**

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

**SECTION 1:**        **REPEAL** “10.28.130 Minimum Height Of Main Building” of the Apple Valley Land Use is hereby *repealed* as follows:

**REPEAL**

10.28.130 Minimum Height Of Main Building

~~No dwelling shall be erected to a height of less than one story without approval of the planning commission.~~

**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 October 15, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

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

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

**APPLE VALLEY  
RESOLUTION R-2025-22**

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

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

**AMENDMENT**

01.20.010 Residential

Residential Standby Fee: \$75.00/month

Residential Base Fee: \$75.00/month

Residential Usage Fees:

<b>Gallons Used</b>	<b>Charge/1,000 Gal</b>	<b>Total</b>
0-base/standby		\$75.00
0-5,000	\$1.50	Calculated based on usage
5,001-12,000	\$1. <del>50</del> <sup>75</sup>	Calculated based on usage
12,001-25,000	\$ <del>1.50</del> <sup>2.00</sup>	Calculated based on usage
25,001-35,000	\$2. <del>00</del> <sup>25</sup>	Calculated based on usage
35,001-45,000	\$2. <del>25</del> <sup>50</sup>	Calculated based on usage
45,001-55,000	\$3. <del>00</del> <sup>25</sup>	Calculated based on usage
55,001-75,000	\$ <del>3.50</del> <sup>4.00</sup>	Calculated based on usage
75,001-100,000	\$ <del>4</del> <sup>5</sup> .00	Calculated based on usage
Over 100,000	\$ <del>5</del> <sup>7</sup> .00	Calculated based on usage

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

Connection Fee Deposit by Meter Size:

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

1-inch Connection Fee: \$1,900

1.5-inch Connection Fee: \$2,900

2-inch or Larger Connection Fee: Quoted Upon Request

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

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

**SECTION 2:** AMENDMENT "01.20.030 Bulk Meter" of the Apple Valley Water Department is hereby *amended* as follows:

AMENDMENT

01.20.030 Bulk Meter

Bulk Meter Usage Fees:

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

Bulk Water: The water usage cost is ~~\$10~~8.00 /1,000 gallons used.

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

The meter must be read at least every 30 days.

A \$1,000 meter deposit is required.

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

**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 Resolution be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Resolutions as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**SECTION 5: EFFECTIVE DATE** This Resolution shall be in full force and effect from November 1, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

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

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

TOWN OF APPLE VALLEY

RESOLUTION R-2025-23

A RESOLUTION AMENDING THE TOWN FEE SCHEDULE

WHEREAS, the Town of Apple Valley ("Town") has adopted a fee schedule related to various fees imposed by the Town; and,

WHEREAS, the Town Council of the Town of Apple Valley held a public hearing on October 15, 2025; and,

WHEREAS, the Town Council of the Town of Apple Valley deems it necessary and appropriate that the fee schedule be amended; and,

WHEREAS, at a meeting of the Town Council of the Town of Apple Valley, Utah, duly called, noticed, and held on the 15th day of October 2025, a motion to amend the fee schedule was proposed, seconded, and accepted by majority vote.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Apple Valley that the Town Fee Schedule is hereby amended to reflect the changes and additions contained in the fee schedule which is attached hereto.

PASSED this 15th day of October 2025. This resolution shall be in full force and in effect from November 1, 2025.

TOWN OF APPLE VALLEY

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Recorder

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



## FEE SCHEDULE

(Adopted on August 20, 2025 Proposal October 15, 2025)

### Administrative Fees

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

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

### **Park Reservation**

Parks are a first come, first serve basis only

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

### **Credit Card Processing Fees**

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

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

### Professional Fees

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



**Business Licenses**

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

**Business License**

Short Term Rental License:	<b>\$300.00</b>
Fire Inspection Fee:	<b>\$150.00</b>
Code Inspection Fee:	<b>\$150.00</b>
Total:	<b>\$600.00</b>

Commercial:	<b>\$250.00</b>
Cabins, Tiny Homes, RV Park, Lodges, Etc.:	
1 unit	<b>\$300.00</b>
2-5 units	<b>\$500.00</b>
6-10 units	<b>\$800.00</b>
11-20 units	<b>\$1,200.00</b>
21-50 units	<b>\$1,500.00</b>
50+ units	<b>\$2,000.00</b>
Additional Use, Commercial:	<b>\$50.00 each use</b>

Home-Based:	
Non-Impact	<b>\$0.00</b>
Impact	<b>\$150.00</b>
Local Licensed Non-Profit Organizations:	<b>\$0.00</b>
Single Event License:	<b>\$200.00</b>
Dog Kennel License: Non-Commercial:	<b>\$50.00</b>
Fire Inspection Fee	<b>\$150.00</b>
Code Inspection Fee	<b>\$150.00</b>
Business License Late fee:	<b>\$25.00 per month or portion of month</b>



**Special Events Permit**

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

**Animal Control**

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

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

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

**Solid Waste**

Monthly Fee	<b>\$14.30 (As of January 1, 2025)</b>
-------------	----------------------------------------

**Storm Drainage**

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

**Signs**

Free Standing Sign	<b>\$100.00</b>
Monument	<b>\$100.00</b>
Temporary Sign	<b>N/A</b>
Wall Sign	<b>N/A</b>
Sign Review Board	<b>\$100.00</b>

**Zoning**

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

Less than 5 Acres: \$3,000  
 5 - 9 Acres: \$5,000  
 10 - 39 Acres: \$7,000  
 40 - 99 Acres: \$15,000



100 - 199 Acres: \$25,000  
 200 – 499 Acres: \$35,000  
 500 Acres and Over: \$40,000

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

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

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

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

**Development Review Fees  
 (Planning/Zoning/Administrative)**

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

Home Occupation Permit

**\$10 Reprint**

Lot Split

**\$800 per new lot**

Non-Compliant Lot Split

**\$900 per new lot**

Lot Line Adjustments

**\$800 per application**

Planning Staff Review (PSR)

**\$75/Hr (1 Hour Minimum)**

Site Plan Review (\*SPR)

**\$750 + Actual Cost**

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

**Engineering/Legal/Admin Fees**

**Actual Cost**

**Planned Developments and Development Agreement Fees**

Initial Fee

**\$500 + Actual Legal & Engineering Cost of Services**

Revisions/Amendments

**\$Actual Legal & Engineering Cost of Services**

Road Dedications

**\$750**

**Subdivisions and Other Projects**

**Construction Plan and Review Fee**

**Application Fee**

**\$1,500**

**2 & 3 Lots**

**\$1,000.00**

**4-9 Lots**

**\$300 /lot**

**10 + Lots**

**\$500 /lot**

Preliminary Plat

**\$5,000 + 100/per lot**

Final Plat (subdivision, town homes, roads, etc.)

**\$3,000 +\$300/per lot**

**Development Review Fees  
 (Planning/Zoning/Administrative)**

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

**Amendments**

Preliminary Plat

**\$2,700**



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

**Board of Appeals**

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

**Building Permits**

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

**Pre-Payment Requirement**

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

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

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

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

TOTAL VALUATION                      FEE

*Valuation = Square Feet x  
 Current ICC Building Valuation*

	\$23.50
\$1 to \$500	\$23.50 for the first \$500 plus \$3.05 for each additional \$100 or fraction thereof, to and including \$2,000
\$501 to \$2,000	
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.75 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7 for each additional \$1,000 or fraction thereof, to and including \$100,000



\$100,001 to 500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,000 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000 or fraction thereof

**Refunds**

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

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

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

**Cemetery**

	RESIDENT	NON RESIDENT
<b>LOT FEES</b>		
Full Lot	600	1,500
Half Lot	450	1,350
Half Lot - Infant	100	500
<b>BURIAL FEES</b>		
Weekday-Adult	500	700
Weekday-Cremation	300	400
Weekday-Infant	0	500
Weekend-Adult	750	950
Weekend-Cremation	350	450
Weekend-Infant	250	350
Holiday-Adult	750	950
Holiday-Cremation	350	450
Holiday-Infant	350	450
Double Depth Burial-1 <sup>st</sup> Open	Double the Standard Fee	Double the Standard Fee
<b>PERPETUAL CARE (non-refundable)</b>		
Full Lot	300	300
Full Lot – Upright	450	450



	Half Lot	100	100
	Half Lot - Upright	250	250
<b>OTHER SERVICES</b>			
	Disinterment-Adult	1200	1200
	Disinterment-Infant/Cremation	600	600
	Disinterment-Double Depth	Double the Standard Fee	Double the Standard Fee
	Late Notice/Late Arrival	200	200
	Funeral/Graveside Services Beginning after 3:00 pm	600	600
	Certificate Fee	25	25
	Transfer Fee	40	40
	Memorial Tree	\$100 Min	\$100 Min
	*50% Discount for Veterans and Individuals who have served on Town Council, Planning Commission, Big Plains Water District, and Fire Department (Volunteer)		

**01.20.000 Appendix A Schedule Of Water Rates, Fees, And Charges**

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

**01.20.010 Residential**

Residential Standby Fee:

\$75.00/month Residential Base

Fee: \$75.00/month Residential

Usage Fees:

Gallons Used	Charge/1,000 Gal	Total
0-base/standby		\$75.00
0-5,000	\$1.50	Calculated based on usage
5,001-12,000	<del>\$1.75</del> \$1.50	Calculated based on usage
12,001-25,000	<del>\$2.00</del> \$1.50	Calculated based on usage
25,001-35,000	<del>\$2.25</del> \$2.00	Calculated based on usage
35,001-45,000	<del>\$2.50</del> \$2.25	Calculated based on usage
45,001-55,000	<del>\$3.25</del> \$3.00	Calculated based on usage



55,001-75,000	<del>\$4.00</del> -\$3.50	Calculated based on usage
75,001-100,000	<del>\$5.00</del> -\$4.00	Calculated based on usage
Over 100,000	<del>\$7.00</del> \$5.00	Calculated based on usage

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

Connection Fee Deposit by Meter Size:

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

1-inch Connection Fee: \$1,900

1.5-inch Connection Fee: \$2,900

2-inch or Larger Connection Fee: Quoted Upon Request

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

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

**01.20.020 Commercial**

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

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

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

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

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

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

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



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

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

01.20.030 Bulk Meter

Bulk Meter Usage Fees:

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

**Bulk Water:** The water usage cost is \$10.00 ~~8.00~~ /1,000 gallons used.

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

The meter must be read at least every 30 days.

A \$1,000 meter deposit is required.

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

01.20.040 Cost Of Services

COST OF SERVICES

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



- Service Restoration Fee \$50
- Interest Charges 5%/Month

**APPLE VALLEY  
RESOLUTION R-2025-24**

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

**SECTION 1:            AMENDMENT** “SECTION VI Donations” of the Apple Valley Policies & Procedures is hereby *amended* as follows:

A M E N D M E N T

SECTION VI Donations

This section shall not apply to federal and state grants. The Town is not obligated to accept donations, and in fact, should not accept donations for projects that have not received approval from the Town Council.

A. Cash donations

1. Acceptance Authority:

- a. Town personnel may accept cash donations of \$200.00 or less without prior Town Council approval
- b. Cash donations above \$200.00 may be accepted with Town Council approval.

2. Restricted cash donations:

- a. If a donation is designated for a restricted purpose (i.e., the donor specifies how the funds are to be used), town personnel must notify the Finance Director before accepting the donation.

(1) The Finance Director may approve acceptance of the donation if:

(A) The parameters of the restricted funds can be easily tracked and accounted for within the Town’s financial system;

(B) and, the restricted purpose is consistent with Town operations, priorities, and legal requirements

(2) Documentation and Reporting

(A) All donations, whether restricted or unrestricted, must be properly receipted and deposited in accordance with Town financial procedures.

(B) The Finance Director shall maintain records of all donations received under this policy.

(C) A summary of donations may be provided to the Town Council periodically for review

3. Any donation exceeding \$200.00, or any restricted donation not meeting the

criteria outlined above, must be submitted to the Town Council for approval prior to acceptance or denial. The following information shall be submitted to the town council for acceptance or denial during a properly scheduled and noticed town council meeting.

- a. The amount of the donation;
- b. All donor instructions and restrictions governing the donation; and
- c. Actions the Town must take with any excess donated funds after the intended purpose of the donation has been met. The Town shall not incur any liability associated with the purpose of donated funds until all of the cash has been received.

**B. Noncash donations**

1. Before taking possession of a noncash donation with a fair market value in excess of \$1,000, the ~~Town Administrator~~ Finance Director or Mayor shall obtain written validation from the donor that the noncash donation has been paid for and is free of all third-party obligations.

**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 Resolution be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Resolutions as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**SECTION 4: EFFECTIVE DATE** This Resolution shall be in full force and effect from October 15, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

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

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



# FIREFIGHTERS CHARITABLE FOUNDATION

A 501 (c) 3 CHARITABLE CORPORATION

ONE WEST STREET • FARMINGDALE, NY 11735 • 800.837.FIRE (3473)

PHONE: 516.249.0332

EMAIL: [ffcf@ffcf.org](mailto:ffcf@ffcf.org)

FAX: 516.249.0338

WEB: [www.ffcf.org](http://www.ffcf.org)

September 3, 2025

Town of Apple Valley FD  
Attn: Chief Michael Gross  
1777 N Meadowlark Dr.  
Apple Valley, UT 84737

Dear Chief,

I am pleased to inform you that our Board of Directors has reviewed the details of your needs, as brought to our attention by our Program Director, and has approved that a grant be given to your organization in the amount of \$100.00. Accordingly, we are enclosing herewith our check in the amount of \$100.00 payable to your organization.

We recognize your need, and thanks to the generosity of individuals and corporations from all corners of this country our organization has been able to assist those in need since 1991. All we ask in return is simple: that you keep in touch with us and let us know how our grant was of assistance to you (so that we can share that news with our contributors), and that if your organization and others in your community find yourselves in a position that you remember the Firefighters Charitable Foundation, so that we may be in a position to help others in their time of need.

Please help us update our information regarding your facility. If there are any changes to your fire department mailing address, name of your chief, phone number etc. please let us know. Email information to: [ffcf@ffcf.org](mailto:ffcf@ffcf.org).

Once again, we are very pleased that we were able to be of assistance to you.

Sincerely,

*Frank R. Tepedino*

Frank R. Tepedino  
President  
Firefighters Charitable Foundation

FRT:cc  
Enc.



**FIREFIGHTERS CHARITABLE FOUNDATION INC**

ONE WEST STREET  
FARMINGDALE, NY 11735  
516-249-0332

FIRST NATIONAL BANK OF LONG ISLAND  
50-1133/214

029543

Item 11.

08/29/2025

PAY TO THE ORDER OF TOWN OF APPLE VALLEY FD

\$ **\*\*100.00**

One hundred and 00/100\*\*\*\*\*

DOLLARS

TOWN OF APPLE VALLEY FD  
1777 N. Meadowlark Drive  
Apple Valley, UT 84737  
ATT: Chief Michael Gross

MEMO DONATION GRANT

⑈029543⑈ ⑆021411335⑆ ⑈08⑈ 7006763⑈

FIREFIGHTERS CHARITABLE FOUNDATION INC

08/29/2025

TOWN OF APPLE VALLEY FD

DONATION GRANT

029543

100.00

*pos pay*

103400 CASH - 1ST NAT'L-CKING

DONATION GRANT

100.00



**TOWN COUNCIL MEETING**  
 1777 N Meadowlark Dr, Apple Valley  
 Wednesday, September 17, 2025 at 6:00 PM

## MINUTES

**CALL TO ORDER** – Mayor Farrar called the meeting to order at 6:00 PM

**PLEDGE OF ALLEGIANCE**

**PRAYER** – Prayer was offered by Council Member Sair

**ROLL CALL**

**PRESENT**

Mayor Michael Farrar

Council Member Kevin Sair

Council Member Annie Spendlove

Council Member Scott Taylor

Council Member Richard Palmer

**DECLARATION OF CONFLICTS OF INTEREST**

None declared.

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

The Mayor reported that road base had been laid at the entrance of Canaan Way to improve access to the highway. Approximately ten truckloads were compacted, and residents expressed satisfaction with the improvement. Work on cleaning bar ditches was ongoing. The Mayor stated that the town intended to assume responsibility for ditch maintenance rather than leaving it to residents.

The Mayor announced the installation of a large emergency generator at the pump station, which was nearly operational. All water quality tests had returned positive results, and the town's Division of Drinking Water score had improved significantly. Once the new one-million-gallon tank was in place, the score was expected to reach zero. The Mayor noted that design and easement work for the new tank continued.

A new receptionist, Mellie, had been hired.

**Council and Community Updates**

- Council Member announced that the community garden would host a butchering class on Friday and Saturday at the Vegetable Ranch, offering participants a hands-on experience.
- The Mayor highlighted the farmers market, which had been held several times at the town entryway. Plans were discussed to relocate it to the Chevron gas station if it expanded, potentially combining it with car shows and swap meets to create a community event. The Mayor emphasized that proceeds from garden sales were nonprofit and returned to the community.
- Council Member Palmer noted that the garden had distributed produce to residents in need during Monday meetings, fulfilling its community-oriented purpose.
- Council Member Taylor reminded residents that September was National Preparedness Month and encouraged them to review resources from ready.gov. He confirmed that the town's wells and pumps now had emergency backup generators and fuel reserves.

**Upcoming Community Events**

- Trunk or Treat was scheduled for Saturday, October 25, with pulled pork sandwiches to be served.

- A chili cook-off fundraiser organized by the Fire Association was scheduled for Saturday, November 1. Funds raised would support community projects, including the construction of a wheelchair ramp for a resident.

The Fire Chief explained that the association's efforts not only assisted residents but also benefited firefighters by improving access during calls. He noted that additional small projects were being considered, and donations were welcome.

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

No public comments.

**DISCUSSION AND ACTION**

1. Ordinance O-2025-33, Proposed Zone Change, Open Space Transition Zone (OST) to Agricultural 10 Acres Zone (AG-10) for AV-1354-B, Applicant: Alan Dockstader.

\*Planning Commission recommended approval on September 10, 2025.

The Council considered Ordinance O-2025-33, a proposed zone change for parcel AV-1354-B from Open Space Transition Zone (OST) to Agricultural 10 Acres Zone (AG-10). The Mayor explained that the property, located south of the highway on Main Street near Hutchings Place, consisted of 80 acres purchased by Alan Dockstader and his brothers. Their intent was to divide the land into 10-acre lots for family use. Two brothers planned to take the first two lots, with the applicant eventually moving to the property as well.

The Mayor clarified that the action before the Council was to rezone the property to AG-10, which aligned with the Town's General Plan and rural agricultural character. Once rezoned, the applicant planned to return with a request for a lot split into 10-acre parcels. The Mayor asked if the Council had any questions or concerns, and none were raised.

**MOTION:** Council Member Sair motioned we approve O-2025-33, the Proposed Zone Change, Open Space Transition Zone (OST) to Agricultural 10 Acres Zone (AG-10) for AV-1354-B.

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

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

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

The vote was unanimous and the motion carried.

2. Resolution R-2025-21, Adoption of "Purchasing Card (P-Card) Policy.

The Council reviewed Resolution R-2025-21, which proposed adoption of a Purchasing Card (P-Card) Policy. The Mayor explained that the policy, prepared by Finance Director Michelle Kinney, would replace the town's use of debit cards with purchasing cards. This change was intended to provide greater security, align with practices of other municipalities, and streamline accounting processes. Debit cards would remain available for emergencies.

The policy included spending limits, such as a \$5,000 monthly purchase cap, along with prohibited uses including personal expenses and alcohol. Council Member Sair commended staff for preparing the policy.

Council Member Taylor expressed support, noting that the change would make staff more efficient in conducting business, reduce delays in purchasing, and ensure appropriate oversight and accountability.

**MOTION:** Council Member Sair motioned we approve Resolution R-2025-21, Adoption of "Purchasing Card (P-Card) Policy.

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

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

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

The vote was unanimous and the motion carried.

3. Audit Engagement Letter FY25.

The Council considered the annual audit engagement letter for Fiscal Year 2025. The Mayor explained that this was the town's state-required yearly audit, conducted by certified auditors who also worked with the town's CPA. The Mayor noted that the agreement was consistent with previous years.

The Mayor also clarified that financial information was regularly shared with the public during Town Council meetings, with all expenditures tracked and subject to both internal and state audits. No concerns were raised, and the item was ready for approval.

**MOTION:** Council Member Taylor moved that we approve the 2025 Engagement Letter.

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

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

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

The vote was unanimous and the motion carried.

4. Request for Statement of Qualifications (SOQ).

The Council reviewed the Request for Statement of Qualifications related to impact fee studies, which were partially funded through a 50/50 Community Impact Board (CIB) grant. The Mayor explained that

towns were expected to update their SOQ process every five years and that Apple Valley had received two responses, from Sunrise Engineering and DBA.

Finance Director Michelle Kinney noted that this stage of the process was focused on qualifications rather than price. Council Members were provided scoring sheets to evaluate the proposals. Nate Wallentine of Sunrise Engineering presented the firm's qualifications, outlining expertise in stormwater, parks and recreation, transportation, and public safety planning, and emphasized the benefit of comprehensive impact fee studies to support growth. Council Members asked questions about drainage and flood control, which were addressed during the presentation.

The Mayor stressed the importance of planning for long-term infrastructure needs, including storm drainage improvements and 100-year flood capacity, while being cautious about debt tied to future growth projections.

After scoring, each Council Member indicated Sunrise Engineering as their top choice. The Council agreed to proceed with Sunrise as the recommended firm and moved to approve the final selection for contract negotiations.

**MOTION:** Council Member Taylor moved that we approve Sunrise Engineering as the top rank engineering firm for our (SOQ) Request for Statement of Qualifications.

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

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

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

The vote was unanimous and the motion carried.

## CONSENT AGENDA

5. Disbursement Listing for August 2025.
6. Budget Report for Fiscal Year 2025 through August 2025.
7. August 2025 Water Usage Comparison.
8. Minutes: August 20, 2025 - Town Council Hearing and Meeting.

The Council reviewed the Consent Agenda. The Mayor explained that this portion of the agenda was a regular monthly review of financial reports and disbursements. The Mayor confirmed that staff, including the Finance Director and Council Member with financial oversight, were present to answer questions. No concerns were raised.

**MOTION:** Council Member Taylor moved we approve the Consent Agenda, item 5 through 8.

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

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

Council Member Taylor - Aye  
 Council Member Sair - Aye

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

The vote was unanimous and the motion carried.

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

No request.

**ADJOURNMENT**

The Fire Chief reported that although the official burn season had been scheduled to open on September 15, conditions remained unsafe due to extremely dry vegetation. Despite recent rainfall, the brush had become more flammable, and the state was still under Level 1 fire restrictions. The Fire Chief announced that burn permits would not be issued until conditions improved, and no specific reopening date could be provided at that time. Residents were reminded that burning outside the permitted season carried significant penalties.

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

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

The vote was unanimous and the motion carried.

Meeting adjourned at 6:40 PM

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

Approved BY: \_\_\_\_\_  
Mayor | Michael L. Farrar

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