



TOWN COUNCIL HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Tuesday, November 18, 2025 at 6:15 PM

AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Tuesday, November 18, 2025**, commencing at **6:15 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-2025-26, Fee Schedule Amendment: Residential Solid Waste Disposal Fee Increase and Building Permit Xpress Bill Pay Fees Update.
2. Ordinance O-2025-39, Amend Title 4.04.030 Municipal Energy Sales And Use Tax.
3. Ordinance O-2025-40, Amend Title 2.10.050 Town Council Compensation Schedule and 2.14.030 Establishment Of Municipal Planning Commission.
4. Resolution R-2025-28, Adoption of the Town of Apple Valley Water Conservation Plan.

DISCUSSION AND ACTION

5. Ordinance O-2025-41, Approving the Amended and Restated Master Development Agreement for Jepson Canyon.
*Planning Commission recommendation on November 18, 2025.
6. Ordinance O-2025-37, Zone Change from Open Space Transition Zone (OST) to Rural Estates 1 Acre Zone (RE-1) for parcel AV-1334-V-A.
*Planning Commission recommended approval on November 12, 2025.
7. Ordinance O-2025-38, Amend Title 10.02.050 Building Permit Required.
*Planning Commission recommended approval on November 12, 2025.
8. Approval of Add-on to Gateway Services Master Agreement for Xpress Bill Pay, Building Permit - City Inspect API Integration.

Staff Report: Staff recommends council approval of the Xpress Bill Pay Add-On to the Gateway Services Master Agreement to enable Rev Neutral integration for City Inspect building permit payments; this integration has no cost to the Town, and all processing fees are passed directly to the user.

- [9.](#) Resolution R-2025-26, Fee Schedule Amendment: Residential Solid Waste Disposal Fee Increase and Building Permit Xpress Bill Pay Fees Update.
- [10.](#) Ordinance O-2025-39, Amend Title 4.04.030 Municipal Energy Sales And Use Tax.
- [11.](#) Ordinance O-2025-40, Amend Title 2.10.050 Town Council Compensation Schedule and 2.14.030 Establishment Of Municipal Planning Commission.
- [12.](#) Resolution R-2025-27, Amend Apple Valley Policies and Procedures, Benefits and Salary Planning.
- [13.](#) Resolution R-2025-28, Adoption of the Town of Apple Valley Water Conservation Plan.
- [14.](#) Resolution R-2025-29, Adopt Apple Valley Policies and Procedures Holiday Gifts and Bonuses.
15. Certification of the Results from the General Election (Canvass).

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.

- [16.](#) Disbursement Listing for September and October 2025.
- [17.](#) Budget Report for Fiscal Year 2025 through September 2025 and October 2025.
- [18.](#) September and October 2025 Water Usage Comparison.
- [19.](#) Minutes: October 15, 2025 - Town Council Hearing and Meeting.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

ADJOURNMENT

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

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.



ORDINANCE NO. O-2025-41

AN ORDINANCE OF THE TOWN OF APPLE VALLEY, UTAH, APPROVING AND AUTHORIZING EXECUTION AND RECORDING OF THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR JEPSON CANYON

RECITALS

WHEREAS:

1. The Town of Apple Valley ("Town") is a duly organized political subdivision of the State of Utah; and
2. Utah Code Ann. §§ 10-9a-102 and 10-9a-532 authorize municipalities to enter into development agreements with property owners to regulate development of land; and
3. The Town and the Master Developer (Little Creek Land Company, LLC, and Jepson Canyon Resort Development Co., Inc.) previously entered into certain agreements governing the development of the property known as Jepson Canyon, including a Development Agreement (recorded June 12, 2019, as amended) and a Water and Sewer Agreement (recorded June 12, 2019, as amended); and
4. The parties now desire to amend, restate, and supersede those prior agreements with a new Amended and Restated Master Development Agreement for Jepson Canyon, dated October 15, 2025 (the "ARMDA"), which provides for the unified and consistent development of the project, establishes vested rights, sets forth design standards, and addresses the provision of infrastructure and services; and
5. The ARMDA has been reviewed by the Apple Valley Planning Commission pursuant to Utah Code Ann. § 10-9a-532, which provided a recommendation to the Town Council; and
6. The Town Council has reviewed the ARMDA, finds it consistent with applicable law and in the best interests of the Town, and desires to approve and authorize its execution.

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

Section 1. Approval of Agreement.

The Amended and Restated Master Development Agreement for Jepson Canyon, dated November 18, 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 ARMDA 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 ARMDA, together with all exhibits and any necessary recording certificates, to be recorded with the Washington County Recorder's Office following execution.

Section 4. Supersession of Prior Agreements.

This ordinance confirms that the ARMDA supersedes and novates the prior Development Agreement and Water and Sewer Agreement governing the property, as described in Section 2 of the ARMDA

Section 5. Severability.

If any provision of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 6. Effective Date.

This Ordinance shall become effective immediately upon passage and posting as required by law.

ADOPTED AND APPROVED BY THE APPLE VALLEY TOWN COUNCIL this 18 day of November, 2025 based upon the following vote:

Councilmember (check one per seat):

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

TOWN OF APPLE VALLEY
A Utah municipal Corporation

ATTEST:

Michael Farrar, Mayor

Jenna Vizcardo, Town Recorder

When Recorded Return To:
Town of Apple Valley
1777 N. Meadowlark Dr
Apple Vally, UT 84737

Affects Parcel #s
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
AV-1338-A-1-JC3

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

FOR

JEPSON CANYON

November 18, 2025

(With Exhibits)

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**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
JEPSON CANYON**

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the 18th day of November, 2025, by and between the Town of Apple Valley, a political subdivision of the State of Utah; and Little Creek Land Company, LLC, a Utah limited liability company and Jepson Canyon Resort Development Co., Inc, a Utah corporation.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns and is developing the Property.
- C. The Town and Master Developer have entered into the Prior Agreements governing the development of the Property.
- D. Other aspects of the Prior Agreements have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- E. Master Developer and the Town desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan that is adopted and incorporated into this ARMDA.
- F. Development of the Property will include the Maximum Residential Dwelling Units and other Intended Uses defined in this ARMDA.
- G. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the parties to be consistent with LUDMA and to operate for the benefit of the Town, Master Developer, and the general public.
- H. The Town has reviewed this ARMDA and determined that it is consistent with LUDMA.
- I. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the Town and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the Town based on improvements to be constructed on the Property.
- J. Development of the Property pursuant to this ARMDA will also result in significant benefits to Master Developer, by providing assurances to Master Developer that they will have the ability to develop the Property in accordance with this ARMDA.
- K. Master Developer and the Town have cooperated in the preparation of this ARMDA.

L. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this ARMDA.

M. The Parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102 and 532 (2024).

N. This ARMDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on October 29, 2025 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2024), in making a recommendation to the Town Council.

O. The Town believes that this ARMDA and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the Town Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

P. The Town intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this ARMDA relating to “fixed criteria” are “administrative” in nature.

Q. The Town’s entry into this ARMDA is authorized by a Motion of the Town Council on November 18, 2025, and the adoption of Ordinance No. O-2025-41 on November 18, 2025.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the Town and the Master Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–D are hereby incorporated into this ARMDA.

1.2. **Definitions.** As used in this ARMDA, the words and phrases specified below shall have the following meanings:

1.2.1. ***Administrative Modifications*** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section 15.

1.2.2. ***Administrator*** means the person designated by the Town as the Administrator of this ARMDA.

- 1.2.3. **Applicant** means a person or entity submitting a Development Application.
- 1.2.4. **ARMDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.
- 1.2.5. **Big Plains SSD** means Big Plains Water and Sewer Special Services District, a Utah special service district that was formally dissolved upon issuance of a Certificate of Dissolution by the Lieutenant Governor of the State of Utah on August 25, 2025.
- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **Commercial Area** means that approximately twenty-three (23) acres shown on the Master Plan as being used for commercial Intended Uses, as legally described in Exhibit “A-1”.
- 1.2.8. **Council** means the elected Town Council of the Town.
- 1.2.9. **Default** means a material breach of this ARMDA.
- 1.2.10. **Design Standards** means the general standards for design of lots, RDUs, and commercial development that may be different from those otherwise applicable under the Town’s Vested Laws as specified in Exhibit “D”.
- 1.2.11. **Denial/Denied** means a formal denial issued by the final decision-making body of the Town for a particular type of Development Application but does not include review comments or “redlines” by Town staff.
- 1.2.12. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site, or any of the Maximum RDUs.
- 1.2.13. **Development Application** means an application to the Town for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the Town required for development of the Project.
- 1.2.14. **Development Report** means a report containing the information specified in Section 3.9 submitted to the Town by Master Developer for a Development by Master Developer or for the sale

of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

- 1.2.15. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.16. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 11.
- 1.2.17. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2024), or any successor provision, and approved by the Town, effectuating a Subdivision of any portion of the Project.
- 1.2.18. **Intended Uses** means those uses allowed to be developed on the Property pursuant to this ARMDA, the Master Plan, and the Zoning as more fully specified in the Design Standards, including the RDUs and all uses allowed by the Commercial C-2 Zoning District in the Town's Vested Laws.
- 1.2.20. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2024).
- 1.2.21. **Master Developer** means Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc, each of which owns and is developing the Property.
- 1.2.22. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit "B".
- 1.2.23. **Maximum Residential Dwelling Units ("Maximum RDUs")** means the development on the Property of two hundred twenty-seven (227) Residential Dwelling Units.
- 1.2.24. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.
- 1.2.25. **Intentionally Omitted.**
- 1.2.26. **Intentionally Omitted** means any work performed pursuant to Outsourcing.
- 1.2.27. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision.

- 1.2.28. **Parties** means the Master Developer and the Town.
- 1.2.29. **Party** means either the Master Developer or the Town individually.
- 1.2.30. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer, subject to Development Application approval.
- 1.2.31. **Preliminary Plat** means the layout of the Intended Uses for the Project to be finalized by Master Developer and submitted to the Town for approval.
- 1.2.32. **Prior Agreements** means any and all prior development agreements, water rights agreements, or other agreements relating to the development of the Property between Master Developer and the Town and/or Big Plains SSD, including: a Development Agreement for the Jepson Canyon Resort, dated June 12, 2019, which is recorded as DOC # 20190024367, as amended by Amendment to Development Agreement for the Jepson Resort Project, dated as of October 28, 2021 and recorded as DOC #20220005821; and a Water and Sewer Agreement, dated June 12, 2019, which is recorded as DOC #20190024368, as amended by First Amendment to Water and Sewer Agreement dated February 17, 2021. The term Prior Agreements shall not include the Water Right Purchase and Sale Agreements.
- 1.2.33. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the Town.
- 1.2.34. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Maximum RDUs, Intended Uses, Phases and all of the other aspects approved as part of this ARMDA.
- 1.2.35. **Property** means the approximately three hundred thirteen (313) acres as illustrated on Exhibit “B” and legally described in Exhibit “A”.
- 1.2.36. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the Town as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.

- 1.2.37. **Residential Area** means the portion of the Property not included in the Commercial Area, which area is also designated on the Master Plan as being used for residential Intended Uses.
- 1.2.38. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.
- 1.2.39. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.
- 1.2.40. **Subdivision** means the division of any portion of the Project into developable lots pursuant to LUDMA.
- 1.2.41. **Subdivision Application** means the application to create a Subdivision.
- 1.2.42. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.
- 1.2.43. **Intentionally Omitted**
- 1.2.44. **Town** means the Town of Apple Valley, a political subdivision of the State of Utah.
- 1.2.45. **Town Consultants** means those outside consultants employed by the Town in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.
- 1.2.46. **Town’s Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the Town which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.
- 1.2.47. **Town’s Vested Laws** means the ordinances, policies, standards, and procedures of the Town in effect as of the date of the execution of this ARMDA a digital copy of which is attached as Exhibit “C”.
- 1.2.48. **Water Right Purchase and Sale Agreements** means the Water Right Purchase and Sale Agreement by and between Cedar Point Water Company, Inc., Little Creek Land Company, LLC, Big Plains SSD, and Jepson Canyon Public Infrastructure District No. 1, dated as of November 2, 2021 and the Water Right Purchase and

Sale Agreement by and between Cedar Point Water Company, Inc., Little Creek Land Company, LLC, Big Plains SSD, and Jepson Canyon Public Infrastructure District No. 1, dated as of April 21, 2023.

1.2.49. **Water Rights** means that dedication of water rights as required by law for the Development of any Subdivision.

1.2.50. **Zoning** means the RE-1 zoning of the Property pursuant to the Town's Vested Laws for the Residential Area and the Commercial C-2 zoning of the Commercial Area pursuant to the Town's Vested Laws. The vesting of the residential lot sizes is specified in Sections 3.2 and 4.1.1.

2. **Effect of ARMDA.** Except as specified herein, this ARMDA shall be the sole development agreement between the Parties related to the Project and the Property. The Prior Agreements are hereby novated and superseded and shall be of no effect regarding the Property, or otherwise. The Town and Master Developer shall record a Notice with the County Recorder of that novation in the chain of title of the Property. The Water Right Purchase and Sale Agreements are not superseded by this ARMDA and are recognized and acknowledged as being in full force and effect for the Property, provided, however, in the event of any conflict between the Water Right Purchase and Sale Agreements and this ARMDA, this ARMDA shall prevail.

3. **Development of the Project.**

3.1. **Compliance with the Town's Vested Laws and this ARMDA.** Development of the Project shall be in accordance with the Town's Vested Laws, the Town's Future Laws (only to the extent that these are applicable as otherwise specified in this ARMDA), and this ARMDA. Unless specifically modified by this ARMDA (including its Exhibits) or the Town's Future Laws (only to the extent that these are applicable as specified in Section 4.2) the Town's Vested Laws shall control the Development of the Project.

3.2. **Land Uses within the Project, Configuration.** The Master Plan reflects the general location and configuration of the Maximum RDUs and the Commercial Area within the Project. Up to One Hundred Sixty Nine (169) individually platted residential lots shall be a minimum of One Half ($\frac{1}{2}$) acres in size. All other individually platted residential lots shall be a minimum of One (1) acre in size.

3.3. **Design Standards.** The Project shall be engineered and designed pursuant to the Town's Vested Laws except as those may be modified by the Design Standards. If there is any conflict between the Design Standards and the Town's Vested Laws, the Design Standards shall control.

3.4. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA subject to the restrictions on RDUs of Master Developer's Property. Internal accessory dwelling units as provided by Utah State law, churches, schools, municipal or other

institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs.

3.5. Master Developers' Discretion. Nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on Master Developer's business judgment.

3.5.1. Concurrency Management of Future Development. Any phasing shall ensure appropriate access, fire protection utilities, and other infrastructure for future phases and Master Developer shall seek the Town's input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development.

3.6. Required Process.

3.6.1. Approval Required Before Development. A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the Town. Upon approval by the Town of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

3.6.2. Town and Other Governmental Agency Permits. Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the Town or any other governmental entity having jurisdiction over the work. The Town shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

3.6.3. Fees. Master Developer or a Subdeveloper shall pay to the Town the standard fees applicable to any submittal of a Development Application under the Town's fee schedule in effect at the time of the application.

3.6.4. ***Intentionally Omitted.***

3.6.5. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped, in such person's professional discretion, signifying that the contents of the Development Application comply with the applicable regulatory standards of the Town.

3.6.6. ***Independent Technical Analyses for Development Applications.*** If the Town needs technical expertise beyond the Town's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the Town's Vested Laws to be certified by such experts as part of a Development Application, the Town may engage such experts as Town Consultants, with the actual and reasonable costs, being the responsibility of Applicant.

3.6.7. ***Intent of One-Time Review.*** The Town should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

3.6.8. ***Town Denial of a Development Application.*** If the Town denies a Development Application the Town shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the Town believes that the Development Application is not consistent with this ARMDA and/or any applicable Town's Vested Laws (or, if applicable, the Town's Future Laws).

3.6.9. ***Dispute Resolution.*** The Town's denial of any Development Application shall be subject to the Dispute Resolution Processes.

3.6.10. ***Town Denials of Development Applications Based on Denials from Non-Town Agencies.*** If the Town's denial of a Development Application is based on the denial of the Development Application by a Non-Town Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.

3.6.11. ***Intentionally Omitted.***

3.7. **Parcel Sales.** The Town acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 10-9a-103(66)(c)(v) (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the Town's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots. An instrument shall be recorded specifying the material details of any Parcel sale such as the number of acres, number of units and any other material information regarding what rights and/or obligations are being sold. The recorded instrument shall be signed by Master Developer and the buyer. The Town shall also sign acknowledging that it has notice of the sale and that the recorded instrument complies with this subsection.

3.8. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the Town a Development Report showing any RDUs used with the Development and the RDUs remaining with Master Developer and for the entire remaining Project.

3.9. **Development Report.** With any Development Application filed by Master Developer, Master Developer shall file a Development Report showing:

3.9.1. ***Ownership*** of the property subject to the Development Application;

3.9.2. ***Units and Uses Proposed to be Developed.*** The portion of the Maximum RDUs intended to be used by the proposed Development, including the amount of such RDUs that are One Half ($\frac{1}{2}$) or One (1) acre;

;

3.9.3. ***Units and Uses Transferred or Remaining.*** The amount of the Maximum RDUs remaining with Master Developer;

3.9.4. ***Material Effects.*** Any material effects of the sale on the Preliminary Plat.

3.10. **Accounting for RDUs and/or other types of Maximum RDUs for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel. At the recordation of the sale of any Parcel, Master Developer shall provide the Town a Development Report showing the Master Developer of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Maximum RDUs transferred with the Parcel(s), the amount of the Maximum

RDU's and/or other type of Maximum RDU's remaining with Master Developer and any material effects of the sale on the Master Plan.

3.11. **Phasing.** The Town acknowledges that Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Master Plan or any Preliminary Plat. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer, subject to Development Application approval.

3.12. **Dedication of Water Rights.** Pursuant to the Water Right Purchase and Sale Agreements, Master Developer previously dedicated One Hundred Sixty-Nine (169) acre feet of Water Rights to Big Plains SSD, which has recently been legally dissolved with all assets and obligation of the Big Plains SSD being assigned to the Town. The Town and Master Developer have entered into that certain Water Agreement dated of even date herewith setting forth the terms and conditions of water service to the Project.

4. **Zoning and Vested Rights.**

4.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Town, and Master Developer intend that this ARMDA grant to Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2024).

4.1.1. ***Vested Lot Sizes for the RDU's.*** The Parties acknowledge that this ARMDA vests the Project with the right to develop One Hundred Sixty Nine (169) lots with One Half (½) acre minimum lot sizes but otherwise the Parties agree that the RE-1 Zone controls the development of the RDU's and sets the standards for the lots and homes (subject to the terms of this ARMDA, including exhibits).

4.2. **Exceptions.** The restrictions on the applicability of the Town's Future Laws to the Project as specified in Section 1.2.9 are subject to only the following exceptions:

4.2.1. ***Master Developer Agreement.*** Town's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

4.2.2. ***State and Federal Compliance.*** Town's Future Laws which are generally applicable to all properties in the Town, and which are

required to comply with State and Federal laws and regulations affecting the Project;

- 4.2.3. **Codes.** Town's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- 4.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons, and entities similarly situated;
- 4.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the Town's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the Town (or a portion of the Town as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 4.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the Town's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2024).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2024)) and the United States, the Town's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the Town those police powers that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation under the Town's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the Town and, unless the Town declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Term of Agreement.** The initial term of this ARMDA shall be until December 31, 2040. If as of that date Master Developer is in compliance of this ARMDA and has not been declared to be in default as provided in Section 13, and if any such declared default is not being

cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2045, and, thereafter, for two (2) additional period of five (5) years. This ARMDA shall also terminate automatically at Buildout.

5.1. **Commencement of Development.** If Master Developer has not obtained approval of a Development Application for a portion of the Project and completed the Public Improvements necessary for the recordation of a final plat for the Development Application on or before December 31, 2032, then this ARMDA shall automatically terminate. This Agreement shall also terminate automatically if on or before December 31, 2032, Master Developer has not obtained building permits for the lesser of five percent (5%) of the Maximum RDUs or ten (10) RDUs. If this ARMDA is terminated pursuant to this Section 5.1, the zoning classification for the Property shall revert to Open Space Transition.

6. **Application Under Town's Future Laws.** Without waiving any rights granted by this ARMDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the Town's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the Town's Future Laws shall be governed by all portions of the Town's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the Town's Future Laws shall not be construed to prevent Master Developer from applying for other Development Applications on the Town's Vested Laws. Subdevelopers may not submit a Development Application under the Town's Future Laws without the consent of the Master Developer.

7. **Public Infrastructure.**

7.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application. All Public Infrastructure required under the Development Application approval for a particular Phase shall be completed, or security for such completion shall be in place pursuant to Section 7.1.1, prior to the sale of any residential lot within such Phase.

7.1.1. **Security for Public Infrastructure.** If, and to the extent required by the Town's Vested Laws, unless otherwise provided by LUDMA, security for any Public Infrastructure is required by the Town it shall be provided in a form acceptable to the Town and approved by the Town Attorney, either as a bond agreement with a surety company licensed to do business in the State of Utah and maintaining a minimum rating of A- or better by A.M. Best and/or Standard & Poor's (or an equivalent rating from another nationally recognized rating agency), or as an irrevocable letter of credit issued by a federally or state insured financial institution, in an amount equal to one hundred percent (100%) of the estimated cost of the required improvements, plus ten percent (10%), as estimated by the Developer's engineer and reviewed and approved by the

Town Engineer. Partial releases of any such required security shall be made as work progresses based on LUDMA.

- 7.1.2. ***Bonding for Landscaping.*** Security for the completion of those items of landscaping that are weather or water dependent shall be provided in a form acceptable to the Town and approved by the Town Attorney, either as a bond agreement with a surety company licensed to do business in the State of Utah and maintaining a minimum rating of A- or better by A.M. Best and/or Standard & Poor's (or an equivalent rating from another nationally recognized rating agency), or as an irrevocable letter of credit issued by a federally or state insured financial institution, in an amount equal to one hundred percent (100%) of the estimated cost of the required improvements, plus ten percent (10%), as estimated by the Developer's engineer and reviewed and approved by the Town Engineering conformance with LUDMA.

7.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the Town pursuant hereto shall be constructed to the Town's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to Town requirements for the payment of property taxes, inspections, and approval before acceptance by the Town. The Town shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet Town standards.

8. **Upsizing/Reimbursements to Master Developer.**

8.1. **"Upsizing".** The Town shall not require Master Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsize to a water pipe size increases Master Developer's costs by ten percent (10%) but adds fifty percent (50%) more capacity, the Town shall only be responsible to compensate Master Developer for the ten percent (10%) cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the Town to limit access to any roads built by Master Developer shall be considered an "upsizing" and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

- 8.1.1. ***Dispute Resolution.*** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

9. **On-Site Processing of Natural Materials.** Master Developer may use the natural materials located on the Property such as sand, gravel, and rock for the Project, and may process such natural materials into fill for the Project. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Master Plan, then it shall be approved by the Administrator irrespective of whether the

proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the natural materials may be extracted. If Master Developer extracts or processes beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

10. **Default.**

10.1. **Notice.** If Master Developer or a Subdeveloper or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the Town believes that the Default has been committed by a Subdeveloper then the Town shall also provide a courtesy copy of the Notice to Master Developer.

10.2. **Contents of the Notice of Default.** The Notice of Default shall:

10.2.1. ***Specific Claim.*** Specify the claimed event of Default;

10.2.2. ***Applicable Provisions.*** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this ARMDA that is claimed to be in Default;

10.2.3. ***Materiality.*** Identify why the Default is claimed to be material; and

10.2.4. ***Optional Cure.*** If the Town chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

10.2.5. ***Dispute Resolution.*** Upon the issuance of a Notice of Default the parties shall engage in the Dispute Resolution Processes.

10.3. **Remedies.** If the parties are not able to resolve the Default by the Dispute Resolution Processes, then the parties may have the following remedies:

10.3.1. ***Law and Equity.*** All rights and remedies available in equity including, but not limited to, injunctive relief and/or specific performance.

10.3.2. ***Security.*** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.3.3. ***Future Approvals.*** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper,

development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

10.4. **Public Meeting.** Before any remedy in Section 10.3 may be imposed by the Town, the party allegedly in Default shall have the right to attend a public meeting before the Town Council and address the claimed Default.

10.5. **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the Town Council finds on the record that a default materially impairs a compelling, countervailing interest of the Town and that any delays in imposing such a default would also impair a compelling, countervailing interest of the Town then the Town may impose the remedies of Section 10.3 without the requirements of Sections 10.4. The Town shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the Town Council at that meeting regarding the claimed emergency Default.

10.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

10.7. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

11. **Dispute Resolution.** Unless otherwise provided in the ARMDA, any Dispute shall be resolved as follows:

11.1. **Meet and Confer regarding Development Application Denials.** The Town and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

11.2. **Mediation of Disputes.**

11.2.1. ***Issues Subject to Mediation.*** Disputes that are not subject to arbitration provided in Section 11.3 shall be mediated.

11.2.2. ***Mediation Process.*** If the Town and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator, they shall each within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the

Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

11.3. **Arbitration of Disputes.**

11.3.1. ***Issues Subject to Arbitration.*** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

11.3.2. ***Mediation Required Before Arbitration.*** Prior to any arbitration the parties shall first attempt mediation as specified in Section 11.2.

11.3.3. ***Arbitration Process.*** If the Town and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the Town's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the Town or Applicant to pay the arbitrator's fees.

11.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Fifth District Court.

12. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer:

Little Creek Land Company, LLC and
Jepson Canyon Resort Development Co., Inc.
PO Box 1026

St. George, UT 84771
hank@infowest.com

With a Copy to:

Kent Ohlsen
 2205 S 2250 E
 St. George, UT 84790
keohlsen@gmail.com

To Town:

Attn: Town Recorder
 1777 North Meadowlark Drive
 Apple Valley, UT 84737
mayor@applevalleyut.gov

With a Copy to:

Heath H. Snow, Esq.
 Snow Caldwell Beckstrom & Wilbanks, PLLC
 253 W. St. George Blvd. # 100
 St. George, UT 84770
Heath@scbwlaw.com

12.1. **Effectiveness of Notice.** Except as otherwise provided in this ARMDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

12.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.

12.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

12.1.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

13. **Administrative Modifications.**

13.1. **Allowable Administrative Applications:** The following modifications to this ARMDA may be considered and approved by the Administrator.

13.1.1. **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

13.1.2. **Lot Lines.** Immaterial modification of the location of lots and boundary lines between lots within the Residential Area that does not increase the Maximum RDUs or decrease the size of any lot below the minimum lot sizes specified in this ARMDA.

13.1.3. **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator. An allowable minor modification shall NOT include changes in uses, minimum size of lots, or Maximum RDUs.

13.2. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

13.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official Town records.

13.3.1. **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 16.

13.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

14. **Amendment.** Except for Administrative Modifications, any future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.

14.1. **Who May Submit Modification Applications.** Only the Town and Master Developer or an assignee that succeeds to all of the rights and obligations of the Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

14.2. **Modification Application Contents.** Modification Applications shall:

14.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.

14.2.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

14.2.3. **Identification of Non-Town Agencies.** Identify any Non-Town agencies potentially having jurisdiction over the Modification Application.

14.2.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Maximum RDUs of all such properties.

14.3. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the Town to cover the costs of processing the Modification Application.

14.4. **Town Cooperation in Processing Modification Applications.** The Town shall cooperate reasonably in promptly and fairly processing Modification Applications.

14.5. **Planning Commission Review of Modification Applications.**

14.5.1. **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the Town's Vested Laws in light of the nature and/or complexity of the Modification Application.

14.5.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Town Council.

14.6. **Town Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Town Council shall consider the Modification Application.

14.7. **Town Council's Objections to Modification Applications.** If the Town Council objects to the Modification Application, the Town Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the Town Council believes that the Modification Application is not consistent with the intent of this ARMDA and/or the Town's Vested Laws (or, only to the extent permissible under this ARMDA, the Town's Future Laws).

14.8. **Disputes.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

15. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the Town will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

16. **Headings.** The captions used in this ARMDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

17. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the Town, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA refers to a private development and that the Town has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the Town has accepted the dedication of such improvements at which time all rights and responsibilities, except for warranty bond requirements under Town's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the Town's.

18. **Assignability.** The rights and responsibilities of Master Developer under this ARMDA may be assigned in whole or in part by Master Developer with the consent of the Town as provided herein. The assignment of Master Developer's rights and responsibilities under this ARMDA to Patterson Holdings, LLC, or its affiliates is hereby approved and consented to by the Town.

18.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the Town unless specifically designated as such an assignment by Master Developer.

18.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to any Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the Town unless specifically designated as such an assignment by Master Developer. Master Developer shall give the Town Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the Town with all necessary contact information for the newly responsible party.

18.3. **Notice.** Master Developer shall give Notice to the Town of any proposed assignment and provide such information regarding the proposed assignee that the Town may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Town with all necessary contact information for the proposed assignee.

18.4. **Time for Objection.** Unless the Town objects in writing within ten (10) business days of notice, the Town shall be deemed to have approved of and consented to the assignment.

18.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned. If a partial assignment is a result of the sale of a Parcel then the

requirements of Section 3.6 for the recordation of a notice of the partial assignment shall be complied with.

18.6. **Denial.** The Town may only withhold its consent if the Town is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the Town by Master Developer, the proposed assignee or a related entity that has not either been cured or in the process of being cured in a manner acceptable to the Town. The Town may also withhold consent if the proposed assignee or related entity has a documented history of noncompliance with applicable laws or has engaged in conduct detrimental to the Town's interests.

18.7. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

18.8. **Assignees Bound by ARMDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

19. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Maximum RDUs, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the Town when owned by Master Developer and as set forth in this ARMDA without any required approval, review, or consent by the Town except as otherwise provided herein.

20. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

21. **Further Documentation.** This ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

22. **Severability.** If any provision of this ARMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA shall remain in full force and affect.

23. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party

obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

24. **Time is of the Essence.** Time is of the essence to this ARMDA, and every right or responsibility shall be performed within the times specified.

25. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ARMDA, the Town and Master Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and Master Developer. The initial representative for the Town shall be the Mayor of the Town. The initial representative for Master Developer shall be Kent Ohlsen. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

26. **Rights of Access.** The Town Engineer and other representatives of the Town shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the Town regulations.

27. **Mutual Drafting.** Each party has participated in negotiating and drafting this ARMDA and therefore no provision of this ARMDA shall be construed for or against either party based on which party drafted any particular portion of this ARMDA.

28. **Applicable Law.** This ARMDA is entered into in Washington County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

29. **Venue.** Any action to enforce this ARMDA shall be brought only in the Fifth District Court for the State of Utah, Washington County.

30. **Entire Agreement.** This ARMDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

31. **Conflicts.** The Town's Vested Laws shall apply to each Development Application except as the Town's Vested Laws are modified by this ARMDA (including all exhibits thereto).

32. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall be deemed to run with the land.

33. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this ARMDA lawfully binding the Town pursuant to Ordinance No. O-2025-41 adopted by the Town Council on November 18, 2025.

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

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of the Property
Exhibit “B”	Master Plan
Exhibit “C”	Town’s Vested Laws
Exhibit “D”	Design Standards

[signatures on following pages]

TOWN

Town Of Apple Valley
A Utah municipal corporation

Michael “Mike” Farrar, Mayor

ATTEST

Jenna Vizcardo, Town Recorder

ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss
COUNTY OF _____)

On the ____ day of _____, 2025, personally appeared before me Mike Farrar, who being by me duly sworn, did say that he is the Mayor of the Town of Apple Valley, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Town by authority of its Town Council and said Mayor acknowledged to me that the Town executed the same.

NOTARY PUBLIC

MASTER DEVELOPER

Little Creek Land Company, LLC
 A Utah limited liability company

 Henry Isaksen, Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
 COUNTY OF _____)

On the _____ day of _____, 2025, personally appeared before me Henry Isaksen, Jr. duly sworn, did say that he is the Manager of **Little Creek Land Company, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

 NOTARY PUBLIC

Jepson Canyon Resort Development Co., Inc.
A Utah corporation

Henry Isaksen, President

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF _____)

On the _____ day of _____, 2025, personally appeared before me Henry Isaksen, Jr. duly sworn, did say that he is the President of **Jepson Canyon Resort Development, Co., Inc.**, a Utah corporation and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

EXHIBIT A
Legal Description of the Project

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30. PARCEL ALSO LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER, THE WEST HALF OF THE NORTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30; SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.89°54'36"W. A DISTANCE OF 1350.40 FEET; THENCE N.00°04'34"E. A DISTANCE OF 1283.60 FEET; THENCE N.89°55'02"E. A DISTANCE OF 1345.00 FEET; THENCE S.89°58'11"E. A DISTANCE OF 887.33 FEET; THENCE S.54°26'16"E. A DISTANCE OF 2157.74 FEET; THENCE S.00°10'29"E. A DISTANCE OF 19.99 FEET; THENCE S.89°51'15"W. A DISTANCE OF 1319.51 FEET; THENCE S.00°08'45"E. A DISTANCE OF 3963.42 FEET; THENCE S.89°53'32"W. A DISTANCE OF 1320.81 FEET; THENCE S.00°07'36"E. A DISTANCE OF 1318.75 FEET; THENCE S.89°58'14"W. A DISTANCE OF 1321.64 FEET; THENCE N.00°07'53"W. A DISTANCE OF 1317.18 FEET; THENCE N.18°19'43"E. A DISTANCE OF 4175.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,595,755 SQ.FT. OR 312.11 ACRES.

EXHIBIT A-1
Legal Description of the Commercial Area

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN. COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30, SAID POINT BEING THE REAL POINT OF BEGINNING.

THENCE S.89°49'31"W. A DISTANCE OF 766.90 FEET ALONG THE SOUTH LINE OF SAID SECTION 30; THENCE N.57°40'56"W. A DISTANCE OF 666.35 FEET; THENCE S.84°13'44"W. A DISTANCE OF 258.32 FEET TO A POINT OF CURVATURE OF A 636.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 26.35 FEET, SAID CURVE HAVING A RADIAL BEARING OF N.65°00'36"W., A CENTRAL ANGLE OF 02°22'24" AND A CHORD THAT BEARS N.23°48'12"E. A DISTANCE OF 26.34 FEET; THENCE N.24°16'04"E. A DISTANCE OF 84.37 FEET; THENCE N.58°10'40"W. A DISTANCE OF 446.00 FEET; THENCE N.20°05'39"E. A DISTANCE OF 337.02 FEET; THENCE N.62°38'04"W. A DISTANCE OF 315.67 FEET; THENCE N.36°01'31"W. A DISTANCE OF 184.75 FEET; THENCE S.89°58'11"E. A DISTANCE OF 438.58 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 59; THENCE S.54°26'16"E. A DISTANCE OF 2157.74 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF SAID SECTION 30; THENCE S.00°06'06"E. A DISTANCE OF 19.99 FEET ALONG SAID EAST SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 989,522 SQ. FT. OR 22.72 AC

EXHIBIT B
MASTER PLAN

[SEE ATTACHED]

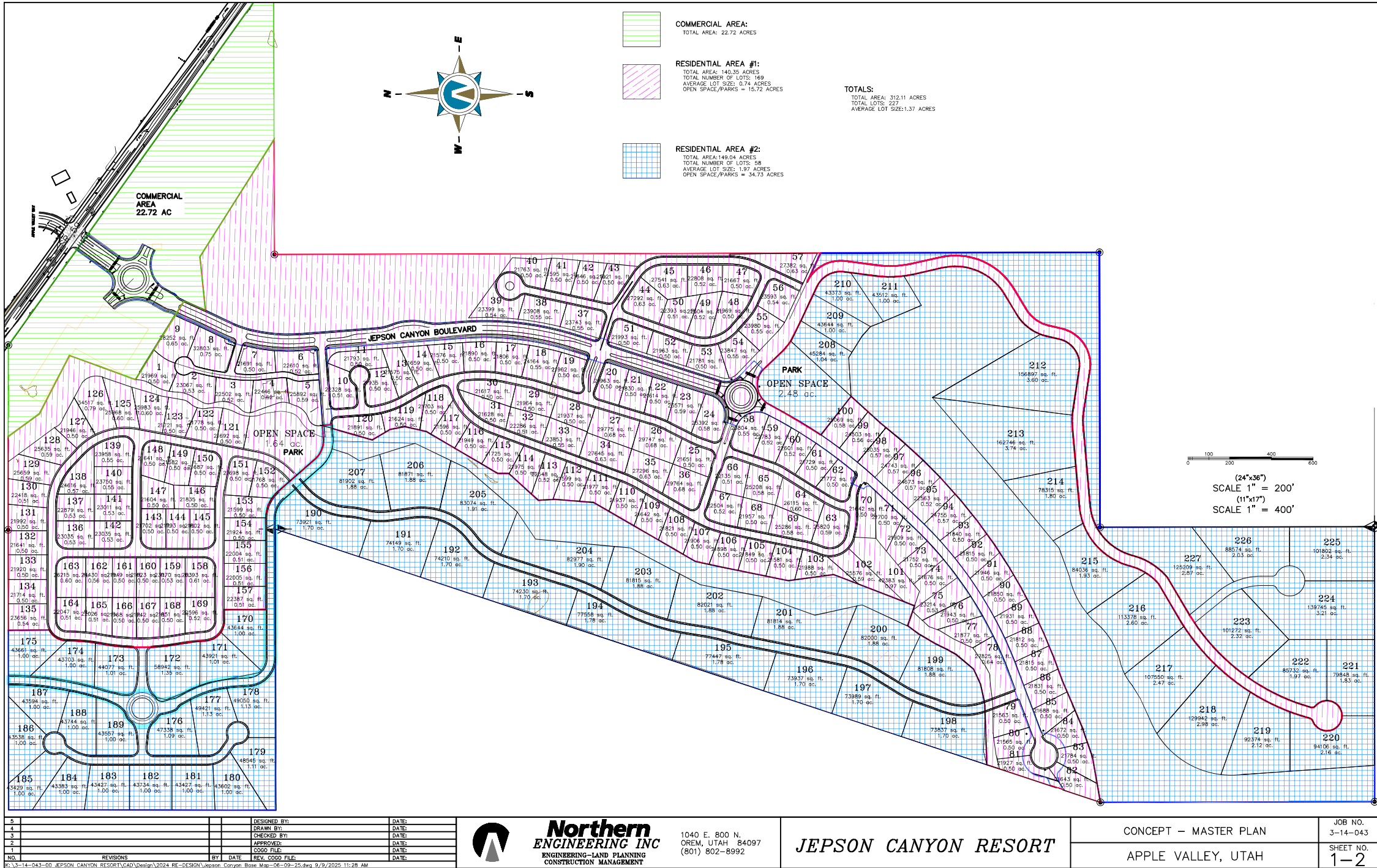


EXHIBIT C

TOWN'S VESTED LAWS
(ON FILE WITH THE TOWN RECORDER IN A DIGITAL FORMAT)

EXHIBIT D**DESIGN STANDARDS****Residential Area**

Lot Size: 169 RDUs will be ½ acre minimum. All other RDUs will be 1 acre minimum.

The Minimum Area, Width, and Yard Regulations in Section F of the Town's RE Rural Estates Zone (10.10.050) applicable to 1 acre lots (RE-1.0) shall also be applicable to the half-acre minimum lots in the Project.

Commercial Area

Gas and Fuel, Storage and Sales shall be a permitted use.



Proposal: Zone Change

Current Zone: OST

Proposed Zone: RE-1.0

Acres: 2.05

Project location: AV-1334-V-A

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 RE-1. The property is located off of Apple Blossom Ln (AV-1334-V-A) and is 2.05 acres in size. As stated in the application the purpose for the zone change is to split the parcel into 2 one-acre parcels so that two single family homes could be built at this location.

The property is currently zoned OST. Surrounding zoning is RE-1 to the north, east and south, and RV-Park to the west. The General Plan for this property is residential medium. The applicant is asking to change the zone from OST to RE-1 which is in line with the General Plan.

When looking at Section 2 of the General Plan, it appears that this zone change is in line with section 2.3 - Major Land Use Themes - as this proposal would require lots to be 1 acre 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 large lot sizes and help preserve the agricultural and historic heritage of Apple Valley.

TOWN OF APPLE VALLEY
ORDINANCE O-2025-37

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1334-V-A FROM OPEN SPACE
TRANSITION ZONE (OST) TO RURAL ESTATES 1 ACRE ZONE (RE-1)

WHEREAS, the Town of Apple Valley (“Town”) has petitioned to rezone parcel AV-1334-V-A from Open Space Transition Zone (OST) to Rural Estates 1 Acre Zone (RE-1); and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 12, 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 November 18, 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-1334-V-A is hereby changed from Open Space Transition Zone (OST) to Rural Estates 1 Acre Zone (RE-1).

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 18th day of November, 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 6.

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

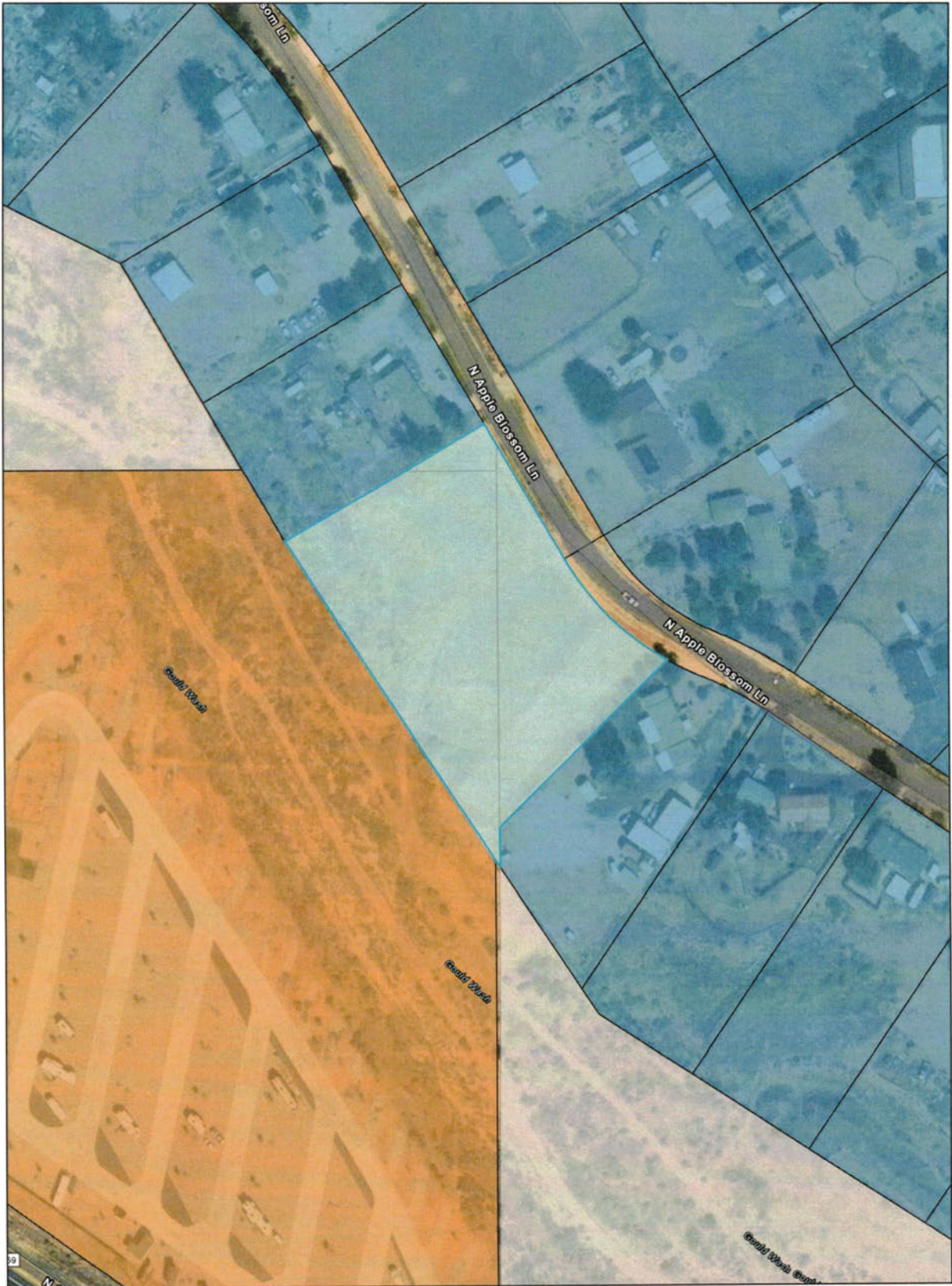
Owner: <u>Stephen L. Gubler</u>	Phone: [REDACTED]
Address: [REDACTED]	Email: [REDACTED]
City: [REDACTED]	State: [REDACTED] Zip: [REDACTED]
Agent: (If Applicable)	Phone:
Address/Location of Property: <u>parcel AV-1334-V-A</u>	Parcel ID: <u>AV-1334-V-A</u>
Existing Zone: <u>OPEN SPACE Transition</u>	Proposed Zone: <u>Rural Estate 1</u>
For Planned Development Purposes: Acreage in Parcel _____ Acreage in Application _____	
Reason for the request <u>Plan is to be able to have 2 one acre Residential lots, Homes</u>	

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

- ☒ A. The name and address of owners in addition to above owner. No other owners
- ☒ 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 attached
- ☒ 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 <u>Stephen L. Gubler</u>	Date <u>10-22-2025</u>
--	------------------------

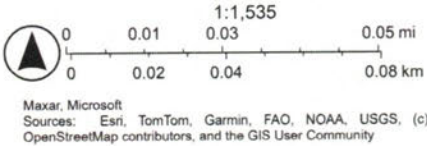
Official Use Only	Amount Paid: \$ <u>2,410.00</u>	Receipt No: <u>58562</u>
Date Received: <u>10/22/25</u>	Date Application Deemed Complete:	
By: <u>ju</u>	By:	



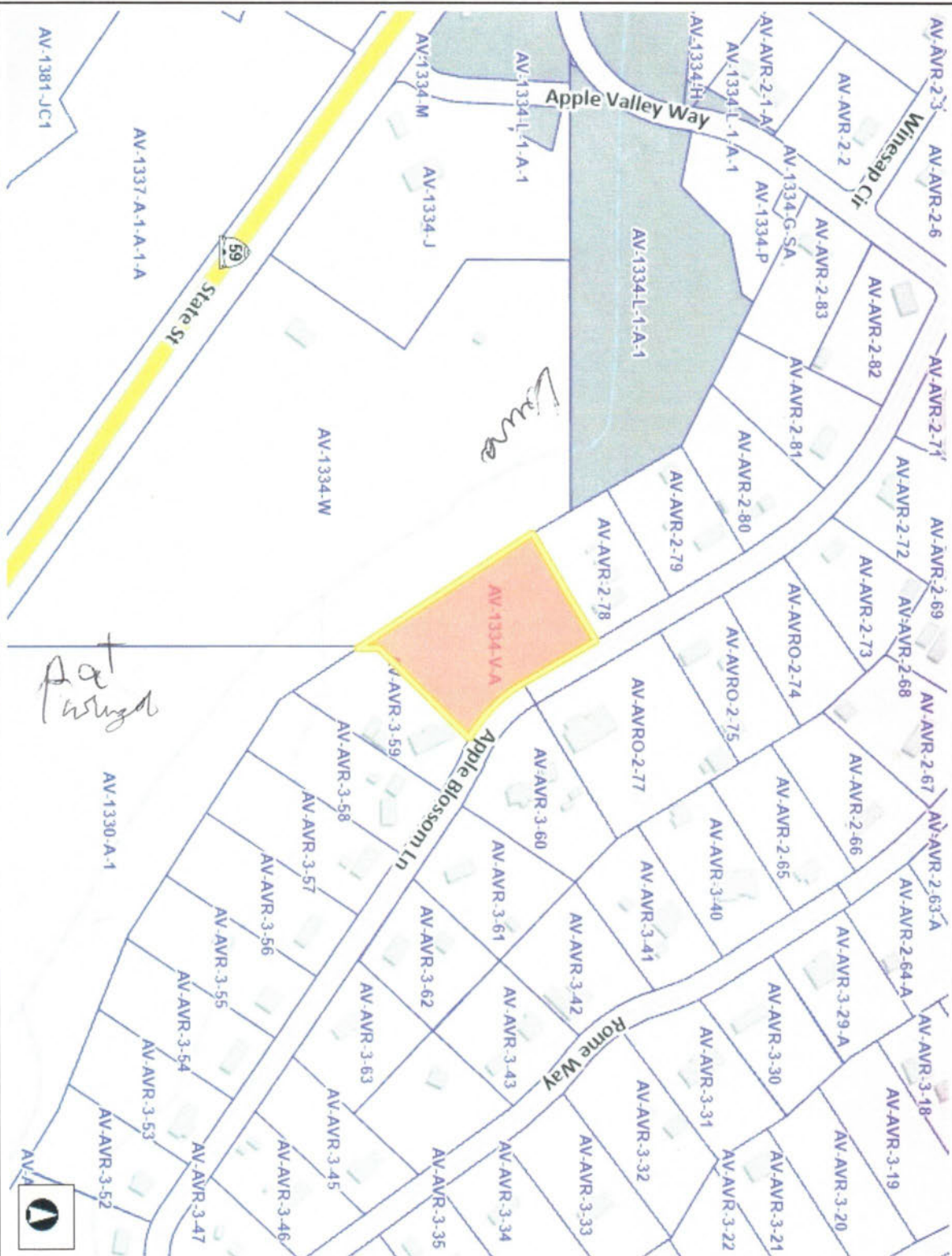
10/22/2025, 4:14:03 PM

- Washington County Parcels
- Town Boundary
- Zoning Districts
 - OST – Open Space Transition
 - RE-1 – Rural Estate 1
 - RV-Park – Recreational Vehicle Park

World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
30cm Resolution Metadata



ON APPLE BLOSSUM LANE,



- Legend**

Parcels

Ownership

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

Notes

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

Account 0883714

Item 6.

<u>Location</u>		<u>Owner</u>	<u>Value</u>			
Account Number 0883714		Name GUBLER STEPHEN L	Market (2025)		\$85,100	
Parcel Number AV-1334-V-A		<div></div>	Taxable		\$85,100	
Tax District 45 - Apple Valley Town			Tax Area: 45		Tax Rate: 0.006652	
Acres 2.05			Type	Actual	Assessed	Acres
Situs 0, 0			Non			
Legal S: 30 T: 42S R: 11W BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT (78) SEVENTY-EIGHT OF APPLE VALLEY RANCH SUBDIVISION,PHASE II, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER STATE OF UTAH IN BOOK 409 PAGE 353 AND RUNNING THENCE NORTH 59°30' EAST ALONG THE SOUTH EASTERLY PROPERTY LINE OF SAID, LOT 78, A DISTANCE OF 250.0 FT. TO THE SOUTH BOUNDARY OF APPLE BLOSSUM LANE, THENCE SOUTH 30°30' EAST ALONG THE SOUTH BOUNDARY OF APPLE BLOSSUM LANE A DISTANCE OF 169.52 FEET TO A POINT OF TANGENCY WITH A 300.0 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARING IS SOUTH 45°30'00" EAST) RUNNING THENCE CONTINUING SOUTH EASTERLY ALONG THE SOUTH BOUNDARY OF APPLE BLOSSUM LANE, ALONG THE ARC OF SAID CURVE 157.079 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00", THENCE, DEPARTING FROM THE ROADWAY AND RUNNING THENCE SOUTH 45°15'00" WEST ALONG THE WEST BOUNDARY OF LOT 59 OF APPLE VALLEY RANCH SUBDIVISION, PHASE III, A DISTANCE OF 259.46 FEET, RUNNING THENCE SOUTH 00°03'32" EAST, CONTINUING ALONG THE WEST BOUNDARY OF SAID LOT 59, A DISTANCE OF 38.584 FEET, THENCE DEPARTING FROM THE BOUNDARY OF SAID LOT 59 RUNNING THENCE NORTH 33°08'02" WEST A DISTANCE OF 417.093 FEET, BACK TO THE POINT OF BEGINNING. CONTAINING 2.05 ACRES (DOCUMENT 20250035158)			Primary	\$85,100	\$85,100	1.190
			Land			
Parent Accounts 0474885						
0965067						
0154958						
Parent Parcels AV-1334-J						
AV-1-2-30-2101						
AV-1330-A-1						
Child Accounts						
Child Parcels						
Sibling Accounts						
Sibling Parcels						
<u>Transfers</u>						
Entry Number		Recording Date				
<u>20080025659</u>		06/24/2008 09:47:09 AM				
<u>20090021078</u>		05/29/2009 04:00:08 PM				
<u>20090021079</u>		05/29/2009 04:00:08 PM				

47



Let's turn the answers on.

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

October 19, 2025

Stephen Gubler
[REDACTED]

Re: Zone Change

Located: Parcel Number: AV-1334-V-A

Dear Stephen Gubler:

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



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-1334-V-A
2.05 acv2

Item 6.

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Stephen Gubler am/are the applicant(s) of the application known as
AV-1334-V-A located on parcel(s)
_____ within the Town of Apple Valley, Washington County, Utah.

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

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

Signature(s):

Stephen Gubler
Name

Stephen Gubler
Applicant/Owner

10-22-2025
Date

Name

Applicant/Owner

Date

Name

Applicant/Owner

Date

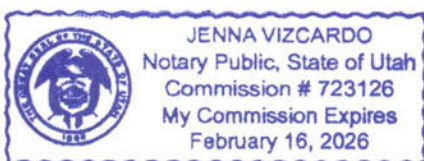
State of Utah

County of Washington

On this 22 day of Oct., in the year 2025, before me, Jenna Vizcardo a notary public, personally appeared Stephen Gubler, 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. JW
(notary signature)

(seal)





October 24, 2025

Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737

Subject: Parcel AV-1334-V-A: Stephen Gubler

Ash Creek Special Service District is providing a Will Serve for Parcel AV-1334-V-A and takes no exception to the proposed zone change for this parcel.

The Owner understands and agrees that if at a future date a building permit is issued a septic agreement with Ash Creek Special Service District will need to be signed and all costs associated with construction and installation of the septic system will be paid by the Owner. The Owner understands and agrees that a septic permit will also need to be obtained from Southwest Utah Public Health Department.

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

**APPLE VALLEY
ORDINANCE O-2025-38**

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

SECTION 1: **AMENDMENT** “10.02.050 Building Permit Required” of the Apple Valley Land Use is hereby *amended* as follows:

A M E N D M E N T

10.02.050 Building Permit Required

- A. The construction, alteration, repair, removal or moving of any building or structure or any part thereof, as provided or as restricted in this title, shall not be commenced or proceeded with, except after the issuance of a written permit for the same by the building inspector. Buildings under 200 square feet in area and that have no utilities do not require a building permit. Open buildings such as car ports, pergolas, gazebos and pavilions, which have no solid walls, do not require building permits. In addition to buildings or structures, utility systems and other physical improvements on any lot, such as pools, courts, etc., shall be constructed only after receiving a written permit from the building inspector.
- B. All building permits shall be issued in accordance with the general plan of the town, the road plan, the standards and regulations approved by the Town and all boards, commissions, agencies and officials of the town and all other applicable ordinances of the town, including the town subdivision ordinance.
- C. Distance between Buildings: No two (2) buildings on the same or adjacent properties shall be located closer together than ten feet (10'). No building, structure or run housing animals or fowl shall be constructed closer to a dwelling unit on the same or an adjacent lot than fifty feet (50').
- D. Applicability to Commercial Properties: This Section applies only to residential structures and uses. For commercial buildings and uses, the requirements of the International Building Code (IBC), as adopted by the Town ordinance of Apple Valley, shall govern the permitting and construction standards.

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 18, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
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

Order Form: Q-45229-1
Date: 10/14/2025, 9:42 AM
Expires On: 11/28/2025

Phone: (800) 768-7295
Email: info@xpressbillpay.com

Ship To:
Jenna Vizcardo
Town of Apple Valley
1777 N Meadowlark Drive
Apple Valley, Utah 55124
clerk@applevalleyut.gov

Bill To:
Town of Apple Valley
1777 N Meadowlark Drive
Apple Valley, Utah 55124



Item 8.

Add-On to Gateway Services Master Agreement

This Add-On ("Add-On") becomes effective upon contract execution and is incorporated into and made a part of the Customer's existing Gateway Services Master Agreement (the "Master Agreement"). Except as expressly modified herein, all terms and conditions of the Master Agreement remain unchanged and in full force and effect.

This Add-On expands the scope of the services to include the additional services, along with the associated fees, as outlined in Exhibit A, which is attached and incorporated by reference.

Fees outlined in Exhibit A, to be billed on the monthly invoice.

Special Order/Invoicing Terms (if any):

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:

Xpress Solutions, Inc.

Accepted by:

Town of Apple Valley

Signature:_____

Signature:_____

Name (Print):_____

Name (Print):_____

Title:_____

Title:_____

Date:_____

Date:_____

EXHIBIT A
Fees

Item 8.

Initial Configuration Fees

PRODUCT	DESCRIPTION	ASSESSED TO	RATE
Custom Export - API	City Inspect API Integration	Assessed to Customer	USD 0.00

Transaction Fees

PRODUCT	ASSESSED TO	RATE PER TRANSACTION
City Inspect Credit/Debit Card Transactions	Assessed to End Users	3.50% of transaction amount or a minimum of USD 3.00
City Inspect EFT Transactions	Assessed to End Users	USD 2.00
City Inspect EFT Returned Item Basic - Invalid account number or unable to locate account	Assessed to Customer	USD 7.00
City Inspect EFT Return NSF or Account Closed	Assessed to Customer	USD 14.00
City Inspect EFT Return Stop Payment or Charge Back	Assessed to Customer	USD 30.00

TOWN OF APPLE VALLEY, UTAH

RESOLUTION R-2025-26

FEE SCHEDULE AMENDMENT: SOLID WASTE DISPOSAL AND BUILDING PERMIT XPRESS BILL PAY FEES

WHEREAS, the Town of Apple Valley belongs to the Washington County Solid Waste District and collects residential solid waste fees within its boundaries; and

WHEREAS, the Washington County Solid Waste District enacted a 2.5% increase effective January 1, 2026; and

WHEREAS, the Town Council finds it fair to increase the Town’s fee accordingly; and

WHEREAS, the Town uses Xpress Bill Pay for electronic payments, including building permits, and finds it appropriate to include applicable transaction fees in the fee schedule.

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

1.

The Residential Solid Waste Disposal Fee increases from \$14.30 to \$14.66 per month, effective January 1, 2026.
2.

The Fee Schedule is amended effective November 18, 2025, to include Building Permit Xpress Bill Pay Fees as charged by the Town’s payment processor.
3.

The Town Fee Schedule is updated to reflect these amendments.

EFFECTIVE DATE:

- Solid Waste Fee Increase – *January 1, 2026*
- Xpress Bill Pay Fees – *November 18, 2025*

PASSED this 18th day of November, 2025.

TOWN OF APPLE VALLEY

PRESIDING OFFICER

Michael “Mike” Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Recorder

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



FEE SCHEDULE

(Adopted on October 15, 2025 **Proposal November 18, 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	\$0.25
	11 x 17 single or double sided on town paper	\$0.50
	Land Use (Zoning Ordinance)	\$22.00
	Subdivision Ordinance	\$9.00
	General Plan	\$8.00
	Standards and Specifications	\$25.00
	Maps 24" x 36"	\$40.00
	Maps 11" x 17"	\$5.00
	Copies on CDs	\$5.00
Paperless Billing Credit:		(\$1.50)
Returned check fee: (Utah Code Title 7 Section 15)		\$25.00
Apple Valley Fire Department Facility:		
	Training Room	\$50.00
	One Bay (Fire Dept Approval)	\$75.00
	Two Bays (Fire Dept Approval)	\$150.00
	Refundable Deposit.	\$100.00

Park Reservation

Parks are a first come, first serve basis only

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

Credit Card Processing Fees

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

Building Permit – Xpress Bill Pay Fees

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

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

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



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

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

Professional Fees

Engineering/Legal/Administrative Fees:	\$Actual Cost
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Business Licenses

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

Business License

Short Term Rental License:	\$300.00
Fire Inspection Fee:	\$150.00
Code Inspection Fee:	\$150.00
Total:	\$600.00

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

Home-Based:	
Non-Impact	\$0.00



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

Special Events Permit

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

Animal Control

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

Spayed/Neutered:	\$10.00
Functional:	\$20.00

Late fee of 25% after February 15.

Solid Waste

Monthly Fee	\$14.30 14.66 (As of January 1, 2026)
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Storm Drainage

Residential	\$10/month
Commercial	\$35/month

Signs

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

Zoning

Annexation	\$2,200
Conditional Use Permit (CUP)	\$800
Easement Abandonment	\$800



Encroachment Permit **\$700+ \$10.00 per square foot, \$500.00 non-compliance**
 General Plan Amendment **\$Acreage fee**

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

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

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

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

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

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

Home Occupation Permit **\$10 Reprint**
 Lot Split **\$800 per new lot**
 Non-Compliant Lot Split **\$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
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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
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TOTAL VALUATION

FEE

*Valuation = Square Feet x
Current ICC Building Valuation*

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



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

Refunds

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

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

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

Cemetery

	RESIDENT	NON RESIDENT
LOT FEES		
Full Lot	600	1,500
Half Lot	450	1,350
Half Lot - Infant	100	500
BURIAL FEES		
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 st Open	Double the Standard Fee	Double the Standard Fee
	<i>PERPETUAL CARE (non-refundable)</i>		
	Full Lot	300	300
	Full Lot – Upright	450	450
	Half Lot	100	100
	Half Lot - Upright	250	250
	OTHER SERVICES		
	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	\$1.50	Calculated based on usage
12,001-25,000	\$1.50	Calculated based on usage



25,001-35,000	\$2.00	Calculated based on usage
35,001-45,000	\$2.25	Calculated based on usage
45,001-55,000	\$3.00	Calculated based on usage
55,001-75,000	\$3.50	Calculated based on usage
75,001-100,000	\$4.00	Calculated based on usage
Over 100,000	\$5.00	Calculated based on usage

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

Connection Fee Deposit by Meter Size:

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

1-inch Connection Fee: \$1,900

1.5-inch Connection Fee: \$2,900

2-inch or Larger Connection Fee: Quoted Upon Request

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

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

01.20.020 Commercial

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

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

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

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

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

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

Commercial Impact Fee: (Based on connection diameter-see table below. At the Department's discretion and depending on whether the Department owns sufficient municipal water rights to



supply the proposed development and existing customers, appropriate acre feet of water of municipal category water rights must be bought-in at \$10,000.00 per connection or deeded to the Department in lieu of the buy-in.

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

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

01.20.030 Bulk Meter

Bulk Meter Usage Fees:

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

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

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

The meter must be read at least every 30 days.

A \$1,000 meter deposit is required.

There will be a \$250 additional charge for late (greater than 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
ORDINANCE O-2025-39**

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

SECTION 1: AMENDMENT “4.04.030 Municipal Energy Sales And Use Tax” of the Apple Valley Municipal Code is hereby *amended* as follows:

A M E N D M E N T

4.04.030 Municipal Energy Sales And Use Tax

There is hereby levied, subject to the provisions of this Chapter, a tax on every sale or use of taxable energy made within the Township of Apple Valley equaling one and one-half percent (~~6~~ ~~1~~¹/₂%) of the delivered value of the taxable energy to the consumer. This tax shall be known as the Municipal Energy Sales and Use Tax.

- A. The tax shall be calculated on the delivered value of the taxable energy to the consumer.
- B. The tax shall be in addition to any sales or use tax on taxable energy imposed by the Township of Apple Valley authorized by Utah Code § 59-12 Part 2, The Local Sales and Use Tax Act.

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 18, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
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



Mayor Marty Lisonbee

Council Members: Michael McLaughlin, Debbie Kopp, Dennis Bass, Paul Edwardsen

1777 North Meadowlark Drive, Apple Valley, Utah 84737

Phone: 435-877-1190 Fax: 435-877-1192

www.applevalleyut.gov

TOWN OF APPLE VALLEY, UT ORDINANCE 2018-22

AN ORDINANCE INCREASING THE MUNICIPAL ENERGY SALES AND USE TAX FROM ONE AND ONE-HALF PERCENT (1.5%) TO SIX PERCENT (6.0%).

WHEREAS, the Apple Valley Town Council has the authority under Utah Code Annotated 10-1-301 to establish a municipal energy sales and use tax on every sale or use of taxable energy made within the Town of Apple Valley at a rate of up to six percent (6%) of the delivered value of the taxable energy; and

WHEREAS, the Town of Apple Valley previously enacted a Municipal Energy Sales and Use Tax of 1.5% on December 14, 2004 by adopting Ordinance No. 2004-04-O in accordance with Utah law; and

WHEREAS, the Apple Valley Town Council has determined that it is the interest of the welfare of the Town to increase the municipal energy and use tax from one and one-half percent (1.5%) to six percent (6.0%).

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Apple Valley that:

SECTION 1. Section 5 of Ordinance 2004-04-O is amended to read as follows:

5. Municipal Energy Use Tax.

There is hereby levied, subject to the provisions of this Ordinance, a tax on every sale or use of taxable energy made within the Township of Apple Valley equaling six percent (6%) of the delivered value of the taxable energy to the consumer. This tax shall be known as the Municipal Energy Sales and Use Tax.

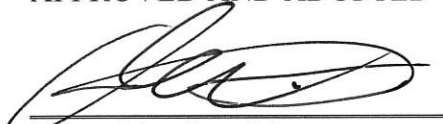
SECTION 2. REMAINDER OF ORDINANCE UNCHANGED: All other provisions of Ordinance No. 2004-04-O levying a municipal energy and use tax shall remain unchanged.

SECTION 3. REPEALER: If any provision of this Ordinance is found to be unenforceable by a court of law, the remaining provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE: The effective date shall be on the first day of March, 2019 which is the calendar quarter after a 90-day period after which date the state tax

commission receives notice from the Town of Apple Valley of the adoption of this Ordinance.

APPROVED AND ADOPTED THIS 5TH DAY OF DECEMBER, 2018


Marty Lisonbee, Mayor

ATTEST:


Michelle Kinney, Town Recorder

Mayor Marty Lisonbee	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Member Debbie Kopp	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Member Michael McLaughlin	Aye <input type="checkbox"/>	Nay <input checked="" type="checkbox"/>
Member Denny Bass	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Member Paul Edwardsen	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**APPLE VALLEY
ORDINANCE O-2025-40**

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

SECTION 1:**AMENDMENT** “2.14.030 Establishment Of Municipal Planning Commission” of the Apple Valley Municipal Code is hereby *amended* as follows:

A M E N D M E N T

2.14.030 Establishment Of Municipal Planning Commission

Pursuant to Title 10, Chapter 9a of the Utah Code Annotated, Apple Valley hereby establishes a municipal planning commission, which is comprised of five (5) regular members, one of which may be a town council member, and up to three (3) alternate members, which shall be appointed by the mayor, with the advice and consent of the town council. Each planning commissioner shall be a resident of and qualified elector in the township, and shall remain a resident and qualified elector. Not less than three (3) members constitute a quorum. Alternate members may be called to fill a quorum when there are insufficient regular members available. The members of the planning commission, whether regular or alternate members, shall serve without compensation, except as provided herein:

A. Members of the planning commission

1. ~~s~~ Shall be paid ~~a~~ per meeting for each duly-called and advertised regular and special meeting of the planning commission that they ~~actually~~ attend, as set by ordinance after public hearing. ~~;~~ The amount of the meeting stipend is which is initially set at \$50;
2. ~~Planning Commissioners may receive reimbursement for authorized travel expenses, upon proper presentation of receipts. Members and alternate members shall be deemed volunteers for purposes of Town ordinances, rules, regulations and policies concerning personnel; provided, however, they shall be included in the definition of "employee" for purposes of the Utah Governmental Immunity Act as set forth in Utah Code Annotated section 63G-7-102 et seq., as amended.~~
3. ~~and f, if~~ Planning Commission members may receive an additional stipend related to their trash service.

SECTION 2:**AMENDMENT** “2.10.050 Compensation Schedule” of the Apple Valley Municipal Code is hereby *amended* as follows:

AMENDMENT

2.10.050 Compensation Schedule

~~WHEREAS, Utah State Code (10-3-818) requires that municipalities fix by ordinance, after public hearing, the compensation schedule for elected officials; and, WHEREAS, the compensation for Town Council members was adjusted to \$75.00 per meeting in the 2014 budget; and WHEREAS, it is judicious to bring this adjustment to the attention of the public through notice and public hearing, the Town Council held a public hearing on August 7th, 2019; NOW THEREFORE, be it ordained by the Town Council of Apple Valley, in the State of Utah, as follows:~~

Utah State Code Requires that municipalities fix by ordinance, after public hearing the compensation schedule for elected officials.

A. Town Council:

1. Shall be paid a per meeting stipend for each duly-called and advertised regular and special meeting of the Town Council that is actually attend, as set by ordinance after public hearing. , The amount of the meeting stipend is set at \$100.00;
2. Town Council Members may receive reimbursement for authorized travel expenses, upon proper presentation of receipts. Members shall be deemed volunteers for purposes of Town ordinances, rules, regulations and policies concerning personnel; provided, however, they shall be included in the definition of "employee" for purposes of the Utah Governmental Immunity Act as set forth in Utah Code Annotated section 63G-7-102 et seq., as amended.
3. Town Council members may receive an additional stipends related to their water and trash service. This stipend shall be paid through the Town's payroll system as taxable income, with applicable federal, state, and FICA withholdings applied.
 - a. Water Stipend is set at \$75.00 per month.
 - b. Trash Stipend is set at \$14.30 per month

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 18, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
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-2025-27**

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

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

A M E N D M E N T

Benefits

A. WORKERS COMPENSATION.

1. 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 Mayor, or designee.
2. Employees may use accrued vacation or sick leave to make up the difference between workers compensation benefits and their base pay.
3. 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 your regular medical plan).
4. 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 Mayor, and Human Resources personnel 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.
5. Reporting while off the Job. While on leave because of a bone fide, on-the-job injury or illness, an employee must contact the Mayor, or designee and their supervisor to report on their condition. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.
6. 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.

7. 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.

B. 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.

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

D. 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 Mayor, or designee.

1. 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.

2. 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 Mayor, or designee. Upon ~~and Mayor 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:

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

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

1. ELIGIBLE:

- a. Regular full-time employee. Eligibility begins after probationary period.
- b. URS Tier 1 Employees: Based on the monthly pay established annually by the URS.
- c. 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:
 - (1) Town Administrator
 - (2) Finance Director

(3) Town Clerk

(4) Fire Chief

- d. URS Tier 2 Elected Officers are Part-Time Ineligible.
- e. The Current Appointed Full-Time Position eligible for URS vesting exemption purpose is the Position of Town Clerk.
- f. 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.

F. HEALTH BENEFITS

- 1. Health benefits are administered through the Qualified Small Employer Health Reimbursement Arrangement (QSEHRA) Plan.
- 2. Eligibility: Full-time employee's are eligible after their probationary period.
- 3. Funding of this arrangement will include reimbursement for qualified medical expenses for the employee or the employee and their family, as elected at the beginning of the year by the employee. Family includes employee's dependent children and current spouse of the employee. The amount is 75% of the statutory yearly maximum for single arrangements and 75% of the statutory yearly maximum for family arrangements.

G. ~~VOLUNTEER BENEFITS~~

~~As a nominal fee reimbursement, all volunteer firefighters, town council members, and planning commissioners, shall receive no charge for their solid waste service during their tenure as a volunteer with the town.~~

SECTION 2: **AMENDMENT** "Salary Planning" of the Apple Valley Policies & Procedures is hereby *amended* as follows:

AMENDMENT

Salary Planning

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

B. Salary Stipend for Full-Time Employees

1. Utility Offset Stipend

- a. A \$75.00 monthly stipend may be given to full-time employees as part of their compensation package. The amount is set to reflect the base water rate for a standard 3/4 inch residential connection.

2. Payment

- a. The Utility stipend shall be paid through the Town's payroll system as taxable income, with applicable federal, state, and FICA withholdings applied. Employees receiving stipends remain responsible for paying their own water bill in full. No direct credit or exemption on the utility account will be applied. Employee's are responsible to pay their utility bill in full each month or will incur finance charges.

C. Stipends for Volunteers

1. Eligible Volunteers include

- a. Town Council Members,
b. Planning Commissioners,
c. Fire and EMS Volunteers.

2. Stipends may be given at the following rates and for the following reasons as specified:

a. Meeting Attendance:

- (1) Town Council meeting attendance for Council members may be compensated at \$100.00 per meeting.
(2) Planning Commission meeting attendance for Planning Commissioners may be compensated at \$50.00 per meeting.

b. Utility stipend:

- (1) Town Council members may receive a \$75.00 utility stipend, per month, to offset the cost of water service as part of their compensation for volunteer service. They may also receive a solid waste utility stipend in the amount of \$14.30 to offset the cost of solid waste service.
(2) Planning Commissioners may receive a monthly utility stipend through payroll for solid waste services in the amount of \$14.30 to offset the cost of solid waste service.
(3) Active Fire and EMS volunteers who are reported as "Active" to the payroll clerk by the Fire Chief (or designee) may receive a utility stipend through payroll for solid waste services in the amount of \$14.30 per month to offset the cost of solid waste service. "Active" volunteers are determined as eligible at the discretion of the Fire Chief based on attendance at trainings, department service hours, and calls. This payment is made on a quarterly basis.

c. Payment:

- (1) Volunteers receiving meeting and or utility stipends are responsible to pay their utility bill in full each month or will incur finance charges. -

d. Volunteer Fire and EMS stipends-

(1) For a nominal fee per 29 CFR 553.106. Nominal fees are set as follows:

(A) Per Call \$10.

(B) Per Weekend \$20/day

(C) Per Weekday/Standby/Station Maintenance \$20/day.

(D) Drills \$5/drill.

(2) Fire and EMS stipends are meant to relieve the firefighter and or EMT of the expenses incurred for travel, meals, or other incidental expenses incurred during their volunteer service time.

D.

SECTION 3: AMENDMENT “Payroll Administration” of the Apple Valley Policies & Procedures is hereby *amended* as follows:

AMENDMENT

Payroll Administration

- A. PAY PERIODS. The Fair Labor Standards Act requires that wages be calculated on a periodic basis consisting of twenty-eight (28) days for employees working in public safety activities, such as Law Enforcement and Firefighters, and on a weekly basis for employees not working in public safety activities, unless an exception is granted by the Department of Labor.
- B. PAY DAYS. Apple Valley’s pay days are as follows.
1. Employees will be paid on a bi-weekly basis for a total of 26 pay periods in a 12-month period.
 2. Volunteer Fire Fighters will be paid on a quarterly basis for a total of four (4) pay periods in a 12-month period.
 3. Volunteer Council and Planning Commission Members will be paid monthly for a total of twelve (12) pay periods in a 12 month period.
 4. MINIMUM WAGE/SALARY. The Fair Labor Standards Act requires that Apple Valley pay an employee at least the minimum wage, currently seven dollars and twenty five cents (\$7.25), as a gross wage/salary, minus the legally required pay deductions. ~~This does not apply to volunteer firefighters for a nominal fee per 29 CFR 553.106. Nominal fees are set as follows: Per Call \$10, Per Weekend \$20/day, Per Weekday/Standby/Station Maintenance \$20/day, Drills \$5/drill. This is meant to relieve the firefighter/EMT of the expenses incurred for travel, meals, or other incidental incurred expenses for the provision of services.~~
- C. PAY DEDUCTIONS. Apple Valley is permitted to make deductions authorized by their employees. The following is a checklist of automatic payroll deductions:
1. Itemized Deductions.

2. Mandatory:
- a. Social Security.

b. Federal Tax.

c. State Tax.

SECTION 4:

EFFECTIVE DATE

This Ordinance shall be in full force and effect from November 18, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
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

RESOLUTION R-2025-28

A RESOLUTION ADOPTING THE TOWN OF APPLE VALLEY WATER CONSERVATION PLAN

WHEREAS, Utah Code § 73-10-32 requires each retail water provider to prepare, adopt, and implement a water conservation plan at least once every five years; and

WHEREAS, the Town of Apple Valley, as successor to the Big Plains Water Special Service District, now operates the municipal water system known as the Apple Valley Water Department; and

WHEREAS, the Town has prepared an updated *Water Conservation Plan* identifying measures to conserve water, reduce system loss, and promote sustainable management of local resources; and

WHEREAS, the Town Council properly noticed and held a public hearing on November 18, 2025, in accordance with Utah Code § 73-10-32 and the Utah Open and Public Meetings Act; and

WHEREAS, after reviewing public input and staff recommendations, the Town Council finds it in the best interest of the residents to adopt the updated plan.

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

- 1. The Town of Apple Valley Water Conservation Plan, attached hereto, is hereby adopted as the official plan of the Town.
- 2. The Finance Director shall submit the adopted plan, public hearing proof, and this resolution to the Utah Division of Water Resources.
- 3. The Town Recorder shall retain this resolution and plan in the official records.
- 4. This resolution is effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 18 day of November 2025.

TOWN OF APPLE VALLEY

PRESIDING OFFICER

Michael L. Farrar, Mayor
ATTEST:

Jenna Vizcardo, Recorder

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



Town of Apple Valley

Adopted in 2024 as Big Plains Water Special Service District Water Conservation Plan

Adopted in November 2025 as Town of Apple Valley Water Department Water Conservation Plan

Prepared By:

Michelle Kinney
Town of Apple Valley
1777 N Meadowlark Dr.
Apple Valley, Utah 84737

The following Water Conservation Plan has been adopted by the Town of Apple Valley Town Council.

Town Council:

Michael Farrar- Mayor
Scott Taylor
Annie Spendlove
Richard Palmer
Kevin Sair

Date adopted

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This Water Conservation Plan was originally prepared and adopted by Big Plains Water Special Service District. Following the dissolution of the district and transfer of water system assets and management to the Town of Apple Valley, the Town has reviewed and formally adopted this plan to reflect its current authority and operations. All references to Big Plains have been updated accordingly.

Introduction

Apple Valley, Utah is a small, rural town with a population of approximately 916 people. Located in Washington County Utah, near the Southern end of the state. The town spans about 50 square miles with much of the land undeveloped. Residents value the town's open spaces, peaceful, rural lifestyle and small town feel as a way of life. The community is characterized by rural residential properties, small developments, and a limited number of tourism-oriented businesses.

Apple Valley is located within the Mojave Desert. This desert, which spans parts of California, Nevada, Arizona, and Utah, is known for its arid climate, high summer temperatures, and unique desert vegetation. The Mojave Desert is the smallest of the North American deserts but plays a significant role in shaping the environment and climate of the region. The region's dry summers and minimal annual rainfall underscore the ongoing scarcity of water, highlighting the critical need for robust water conservation measures.

According to Utah State Code 73-10-31, water providers must create a plan that identifies existing and proposed water conservation measures. This plan will clearly state the overall water use reduction goal for Apple Valley and how that goal is to be achieved.

Town of Apple Valley Water Department System Profile

The town water department was created in 2025 after the town dissolved Big Plains Water Special Service District. The district was created in 2011 by the Town of Apple Valley and had previously served as water provider for the rural community of Apple Valley, Utah. Originally the district operated three distinct water systems: Apple Valley, Cedar Point, and Canaan Springs through which water is distributed to the most populous areas of town. In 2025 the district completed a transmission line project connecting the Apple Valley and Cedar Point systems. This line has increased system efficiency and reliability. And reduced the number of systems to two (2), Apple Valley and Canaan Springs.

At the writing of this plan all three systems were still in use. This plan consolidates the three systems for planning and conservation purposes.

Service Area

The region's semi-arid climate experiences hot summers, mild winters, and low annual precipitation, making water conservation essential. Apple Valley relies heavily on well and spring water sources, that are recharged by rainfall and surface water infiltrating into the ground. Without rivers or large bodies of water contributing to the natural recharge of our aquifer, we must rely on rainfall, and careful, conservative water management practices to maintain the aquifer's capacity and ensure a sustainable supply for the community.

Apple Valley Water Department currently supplies water to all major developments in the town of Apple Valley. Water distribution is challenging due to financial limitations and the area's undeveloped land, rugged terrain, and distances between developments. The town continues to work on expanding infrastructure to serve rural homes, but in many cases, homeowners must rely

on private wells for water. This limitation creates many “straws” dipping into the aquifer to service the town.

The Apple Valley Water Department has completed a new transmission line connecting the two main wells in the Apple Valley system to the Cedar Point system. This line has made it possible to remove the need to use water from the Cedar Point system. In Figure one you will find a map of the Town of Apple Valley boundaries.

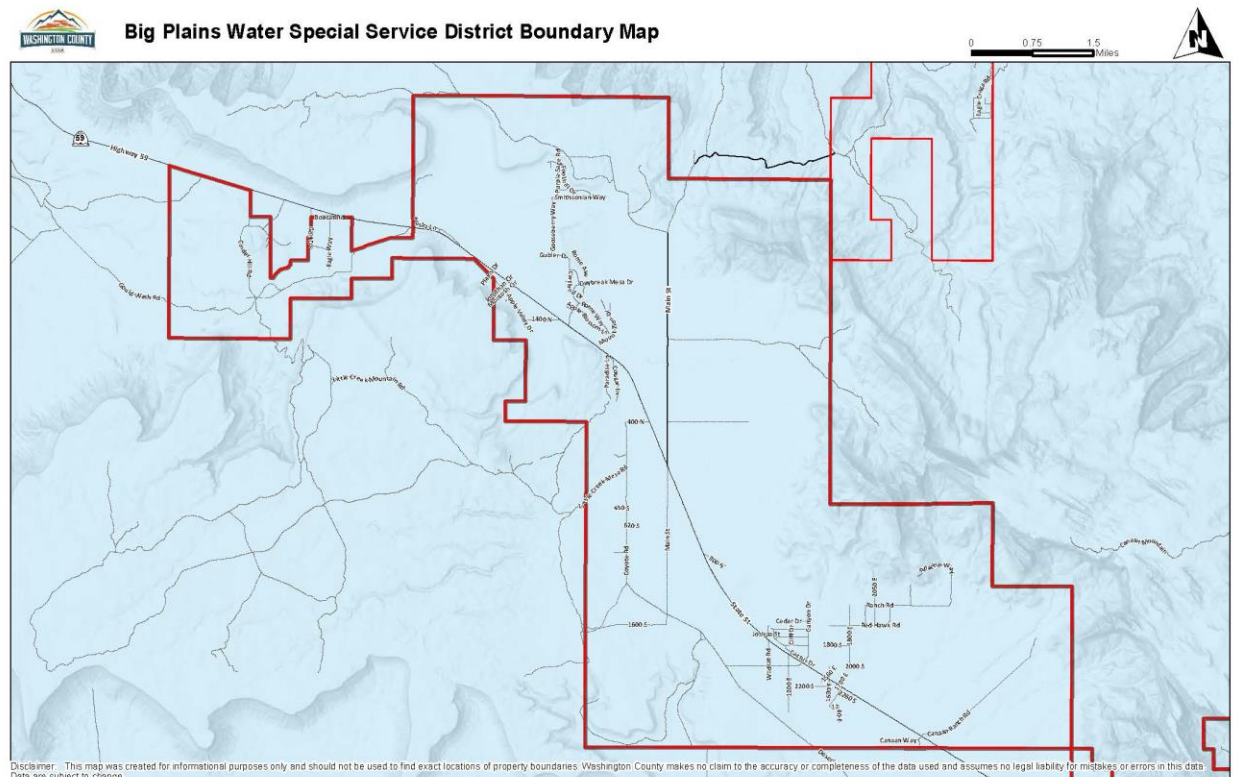
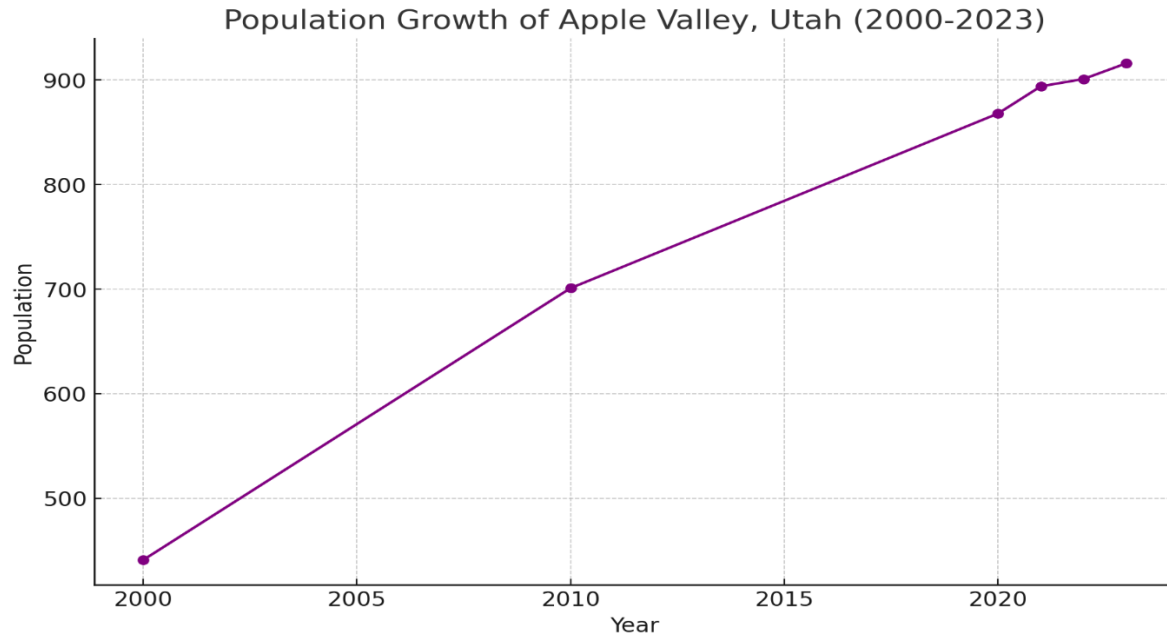


Figure 1 Apple Valley Boundary Map

Water Supply and Usage

Apple Valley, Utah, has experienced significant growth since its incorporation in 2004. In 2000, prior to incorporation, the population was about 441. By 2010, the census recorded 701 residents, and by 2020, the population had grown to 868. The most recent data from 2023 estimates the population at 916, showing a steady annual growth rate of around 1.7%. Since 2000, Apple Valley has grown by more than 107%, making it one of the fastest-growing small towns in the region. (<https://www.biggestuscities.com/city/apple-valley-utah>)



At only 20 years old, the Town of Apple Valley is one of the newest towns in the State of Utah. With a total of 443 service connections, of which are predominantly residential. All water in the system is metered as culinary.

Table 1: Service Connection and Connection Type 2023

Type of Connection	Number of Connections
Residential	436
Commercial	3
Institutional	2
Industrial	2
Total	443

Apple Valley currently has 5 operational ground water wells for water distribution. These wells are used as needed to provide service to residents. The two main wells in the Apple Valley system are the Gregerson and Merritt wells. Cedar Point uses mainly Cooke and Jessup Wells, while Canaan springs service people in the southern portion of the town. Current water use for these connections is categorized as follows:

Table 1: Water Source and Acre Feet 2023

Water Source	Water (Acre-Feet)
Wells	198.0910
Spring	15.5346
Total	213.6256Acre-Feet

Table 2: Connection Type and Usage

Type of Connection	Total Water Use (Acre-Feet)
Residential	143.1443
Commercial	15.8743
Institutional	3.5265
Industrial	4.1996
Total	166.7447 Acre-Feet

Water Conservation Approach

Apple Valley aims to implement a proactive Water Conservation Plan that aligns with local and regional goals. Given the town's small size and the growing importance of sustainable water management, this plan focuses on reducing system water loss, promoting water-efficient technologies, and educating residents on conservation strategies.

The state has proposed regional M&I (Municipal and Industrial) goals which created region specific goals for municipal and industrial areas of Utah. Washington County and the Town of Apple Valley lie within the Lower Colorado River South Region. The 2015 baseline for GPCD for Washington County was 302, with a 2030 goal of 260. Interestingly, in 2023 the GPCD for Apple Valley is already significantly lower than these goals at 191 gallons per person per day. Although the estimated population of Apple Valley is 916, the number of people estimated to be using our system as full-time residents is 777. Other residents in the area have private wells and are therefore not included in our GPCD estimation.

Apple Valley understands there is work to be done. Yet the population in Apple Valley leans toward water conservation naturally. Most residents are aware of our water situation and routinely conserve water. Therefore, strategic goals have been set focusing on infrastructure improvements and reporting, water efficient development, and community education. Our current ERC estimations are 520 indicating we are currently at .32 acre-feet per ERC. The greatest water conservation efforts identified in this report are aimed at the high-water loss rate the town is experiencing. This will be the focus of our initial 5-year plan from 2025 to 2030.

Key Objectives:

1. **Reduce water loss:** Currently, Apple Valley experiences a significant water loss rate of 21.94%. Immediate efforts to address leak detection, tracking of non-revenue generating water usage, system infrastructure upgrades and improvements will be prioritized.
2. **Improve community awareness:** Public education will play a role in shifting water usage behaviors.
3. **Creation of a waste policy:** This policy will allow the system to assess a fees or terminate service for customers who have chronic unrepaired leaks resulting in high water usage and loss.

4. **Align with regional conservation standards:** Apple Valley will work closely with the Washington County Water Conservancy District (WCWCD) to leverage existing rebate programs, educational resources, and conservation practices.
5. **Pass water efficiency standards:** The Town will work to adopt water efficiency standards allowing residents to utilize state and district funded water rebate programs.

Water Conservation Practices

1. Water Audits and Data Management

- **AWWA M36 water audits:** Conduct comprehensive water audits of town lines and meters to identify sources of water loss and implement corrective measures.
- **SCADA system upgrade:** The new transmission line connecting the Apple Valley and Cedar Point system will be equipped with a Supervisory Control and Data Acquisition (SCADA) system. This system will continuously monitor key variables like water pressure, flow rates, and tank levels across the system. It will also identify deviations from normal operation that may include leaks, bursts, or unauthorized use.
- **Volumetric testing of meters:** Create a plan to test all water meters every 2 years to improve accuracy and detect leaks early. Replace old meters that may need to be recalibrated or repaired.
- **Tracking non-revenue water usage:** Some water loss on the Apple Valley system is due to non-revenue water usage. This would include water sent out to waste in unmetered situations from well heads and tanks for the purpose of flushing and cleaning the system. This includes unmetered water used in fire training and firefighting.

2. Public Education and Outreach

- **Distribution of educational materials:** Print and digital resources to educate residents about indoor and outdoor water conservation techniques.
- **Website:** Maintain updated online resources and create a conservation page to amplify the water conservation message.

3. Conservation Pricing

- **Tiered Rates:** Apple Valley has an increasing block tiered rate structure to incentivize conservation. Recently the rates for higher tier users increased. The base rate also increased and although not as effective in keeping usage down, the higher base rate does urge many residents to keep the bill as low as possible through water conservation. In the next 5 years the town will look at moving more of the revenue from fixed fees to variable fees. This may be accomplished by lowering the base rate and increasing the tiered usage rates.

Table 3: Usage Rates per 1,000 gallons/month

Base Rate	0 - 5000	5001 - 12,000	12,001- 25,000	25,001- 35,000	35,001- 45,000	45,001- 55,000	55,001- 75,000	75,001- 100,000	Over 100,000
\$75.00	\$1.50	\$1.75	\$2.0	\$2.25	\$2.50	\$3.25	\$4.00	\$5.00	\$7.00

4. Current Initiatives

- **Meter Upgrades:** Since May 2023 Apple Valley has removed 58 manual read meters and replaced them with radio read meters. There are currently 7 residential manual read meters awaiting replacement.
- **Public education:** Initial steps have been taken to inform residents about the importance of water conservation, primarily through necessity as we await the new transmission line.

Proposed 5-Year Water Conservation Strategies

The following strategies will be implemented over the next five years with the adoption of this plan.

Goal 1: Reduce and maintain the system water loss rate to 11.94% or less by 2029.

Strategy 1A: Minimize water loss resulting from wasted water and other non-revenue sources.

- Establish and implement written policies for tracking water going to waste at wells and tanks.
 - Complete policies for water tracking by the middle of 2026, begin implementing by end of 2026.
- Establish and implement policies in collaboration with the Apple Valley fire department for reporting water use.
 - Complete policies for water tracking by the middle of 2026, begin implementing by end of 2026.

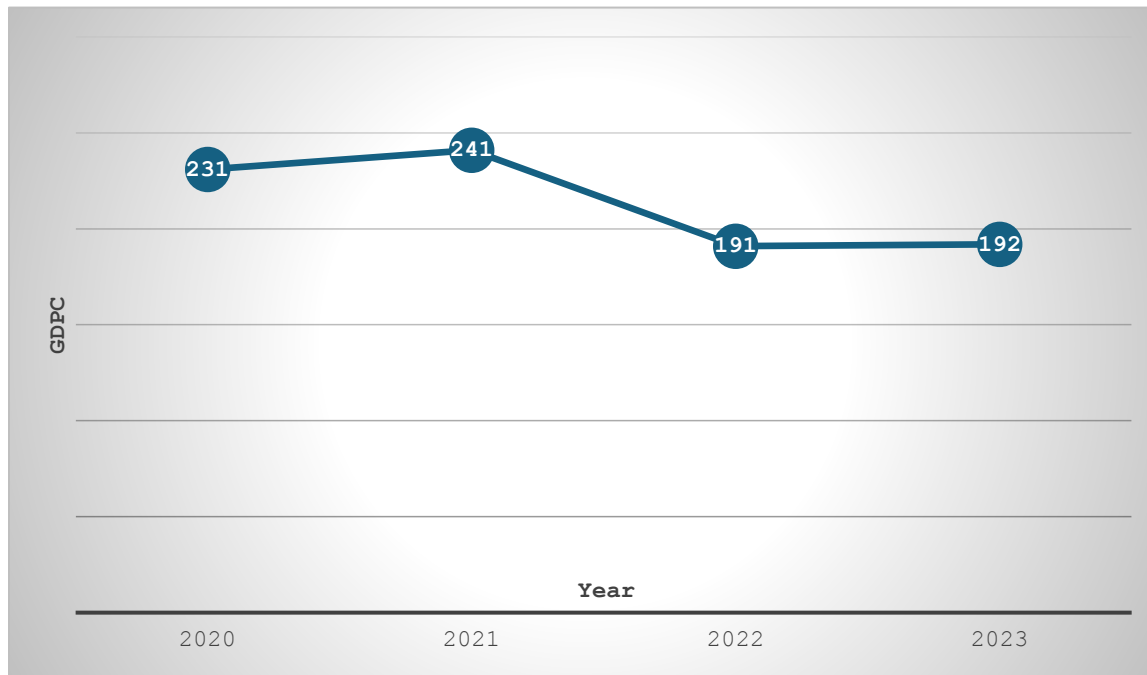
Strategy 1B: Reduce water loss by detecting leaks and metering inefficiencies.

- AWWA M36 water audit for assistance in analyzing the system. Complete audit by end of 2026.
 - Purchase “M36 Water Audits and Loss Control Programs” manual.
 - Review manual for audit information and set strategies based on results of review.
 - Implement as many suggested strategies as appropriate by 2029.
- Remove all manually read residential meters and replace with radio read meters.
 - Complete by the middle of 2026
- Establish and implement a policy for visual meter inspection, volumetric testing of every meter every 2 years, and replacement criteria that balances the cost of lost revenue as meters age.
 - Complete by the end of 2026

Goal 2: Reduce water usage in gallons by 2% from 192 GPCD to 188 GPCD by 2030

Figure 2 below shows the annual GPCD since 2020. Over the past 4 years we have seen a reduction in water use per capita. This plan aims to continue the trend of water reduction in a conservative manner until we can implement new systems and begin better tracking of all water usage through radio reading equipment.

Figure 2 GDPC Over 4 years



Strategy 2A: Create water efficiency standards and adopt to allow town customers to participate in County and Statewide rebate programs.

- Establish written standards and incorporate into town policies.
 - Complete policy standards by end of 2026
- Once standards are fully implemented begin educating residents about possible money saving upgrades to existing water fixtures and waterwise landscaping.
 - Implement educational programs by end of 2027
- Create a town wide newsletter with a water conservation message in each edition.

Evaluation Plan

Apple Valley will monitor water usage, system efficiency, and public participation to assess the success of its water conservation strategies. This evaluation will involve:

- **Monthly and annual water usage reports:** After implementing each strategy and correcting deficiencies, track the progress toward reduction targets. This will require documenting when deficiencies are corrected and then creating corresponding water usage reports and correlating results.
- **Regular review of plan calendar:** Set up a calendar with goal dates and review regularly to ensure we are on target to reach goals by the end of 2030.
- **Customer feedback:** Regular surveys to gauge the effectiveness of outreach, education and rebates.
- **System audits:** AWWA M36 audit to monitor and address water loss. Follow-up with this audit and implement findings and recommendations.

Conclusion

The Town of Apple Valley's Water Conservation Plan is a roadmap to managing the town's water resources sustainably. Through collaboration, education, and proactive system improvements, Apple Valley water department aims to ensure water security for the entire community of Apple Valley. This plan hopes to accomplish two main purposes; first, to provide clean drinking water to all those connected to the system and secondly, ensure water for future generations of Apple Valley residents.

**APPLE VALLEY
RESOLUTION R-2025-29**

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

SECTION 1: **ADOPTION** “Holiday Gifts And Bonuses” of the Apple Valley Policies & Procedures is hereby *added* as follows:

ADOPTION

Holiday Gifts And Bonuses(*Added*)

Holiday Gifts and Bonuses

A. Purpose.

The purpose of this section is to authorize the mayor or designee, at their discretion, to provide a one-time holiday gift, cash bonus, or limited period of paid time off to Town employees. This is to be available during the month of December or January as a gesture of appreciation for service to the Town, consistent with state law and within approved budget appropriations.

B. Authority.

The Mayor may, at their discretion, authorize a one-time holiday gesture for Town employees in any of the following forms:

1. A cash gift or bonus,
2. A non-cash gift (such as a gift card, food item, or holiday basket), or
3. A limited period of paid time off for full-time employees during the holiday season.

These actions shall be intended solely as a one-time discretionary expression of appreciation and shall not constitute an ongoing benefit or entitlement.

C. Limitations.

1. The value of any cash gift or non-cash gift provided under this section shall not exceed \$1,000 per employee in any calendar year, unless specifically approved by the Town Council.
2. All gifts, bonuses, or paid time off authorized under this section shall be:
 - a. Discretionary and non-recurring;
 - b. Not tied to hours worked, rate of pay, or accrued leave;
 - c. Processed in compliance with all applicable tax and payroll reporting requirements;
 - d. Designated as non-URS-eligible compensation; and
 - e. Consistent with available budget appropriations.

D. Budget Compliance.

All gifts, bonuses, or paid leave under this section must be funded within the current approved budget. If sufficient funds are not available, the Town Council must approve a budget amendment prior to disbursement or authorization of paid time off.

E. Council Oversight.

The Mayor shall report any such discretionary action to the Town Council at the next regular meeting, including:

- 1. The form of the gesture (cash, non-cash, or paid leave),
- 2. The total amount or value expended, and
- 3. Confirmation that the action complied with this section and all applicable laws.

F. No Entitlement Created.

This section does not create a right or expectation of any future bonus, gift, or paid leave. Any such gesture shall be considered a one-time discretionary action and shall not amend the Town’s standard holiday schedule, compensation policies, or employee benefits.

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

SECTION 3: EFFECTIVE DATE This Ordinance shall be in full force and effect from November 18, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
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
Disbursement Listing
SBSU Operating - 09/01/2025 to 09/30/2025**

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Arreola, Anthony	6299	09/02/2025	\$200.00			Purchasing
Madsen, Alan	6300	09/02/2025	\$50.25			Purchasing
McLaughlin Air Conditioning and Heating	6301	09/02/2025	\$438.00			Purchasing
Washington County Solid Waste	6302	09/02/2025	\$5,661.60			Purchasing
Advanced Construction and Design LLC	6303	09/02/2025	\$200.00			Purchasing
De Sanctis, Barron	6304	09/02/2025	\$450.96			Purchasing
James R Weeks	6305	09/02/2025	\$812.50			Purchasing
Revco Leasing	6306	09/02/2025	\$302.51			Purchasing
Wells Custom Construction	6307	09/02/2025	\$97.40			Purchasing
Basic American Supply	BAS9022025	09/02/2025		09/02/2025	\$21.98	Purchasing
Google LLC	G09022025	09/02/2025	\$372.84			Purchasing
Home Depot	HD09022025	09/02/2025		09/02/2025	\$462.45	Purchasing
Superior Technical Solutions LLC	STS09022025	09/02/2025	\$614.00			Purchasing
Stephen Wade Mazda	6308	09/03/2025		09/03/2025	\$30,136.25	Purchasing
Stephen Wade Mazda	6310	09/03/2025	\$30,037.25			Purchasing
South Central Communications	6311	09/03/2025	\$653.54			Purchasing
Farrar, CPA	6312	09/03/2025	\$975.00			Purchasing
Tink's Napa Superior Auto Parts	6313	09/03/2025	\$286.95			Purchasing
Amazon.com	6314	09/03/2025		09/03/2025	\$162.15	Purchasing
Big O Tires	BigO932025	09/03/2025	\$329.66			Purchasing
Carquest of Hildale	CQ922025	09/03/2025	\$15.00			Purchasing
Carquest of Hildale	CQ932025	09/03/2025	\$4.60			Purchasing
Home Depot	HD09032025	09/03/2025	\$437.45			Purchasing
Amazon Capital Services	6315	09/04/2025	\$162.15			Purchasing
Utah Barricade Company	6316	09/04/2025	\$315.50			Purchasing
Birch Systems Inc.	6317	09/04/2025	\$960.00			Purchasing
Scholzen Products	6318	09/04/2025	\$494.58			Purchasing
Buck's Ace Hardware	6319	09/04/2025	\$79.36			Purchasing
Remedy Excavating LLC	6320	09/04/2025	\$15,643.00			Purchasing
Amazon.com	A942025	09/04/2025		09/04/2025	\$65.85	Purchasing
Basic American Supply	BAS09032025	09/04/2025	\$21.55			Purchasing
Basic American Supply	BAS09042025	09/04/2025		09/04/2025	\$24.84	Purchasing
Basic American Supply	BAS9042025	09/04/2025		09/04/2025	\$65.51	Purchasing
EVS-Emergency Vehicle Systems	EVS09042025	09/04/2025		09/04/2025	\$102.00	Purchasing
EVS-Emergency Vehicle Systems	EVS942025	09/04/2025		09/04/2025	\$300.00	Purchasing
Payroll	0905251200	09/05/2025	\$13,092.37			Paycheck
Fralish, Lee W	6309	09/05/2025	\$46.17			Paycheck
Scholzen Products	6323	09/05/2025	\$605.93			Purchasing
Internal Revenue Service	EFTPS0905202	09/05/2025	\$3,112.52			Payroll
Home Depot	HD09052025	09/05/2025		09/05/2025	\$285.51	Purchasing
Utah Retirement Systems	URS09052025	09/05/2025	\$2,300.91			Payroll
Remedy Excavating LLC	6324	09/09/2025	\$3,182.50			Purchasing
Pelorus Methods, Inc.	6325	09/09/2025	\$1,200.00			Purchasing
AT&T Mobility	6326	09/09/2025	\$40.73			Purchasing
Chase Paymentech	CPT09032025	09/09/2025	\$654.54			Purchasing
Chase Paymentech	CPT932025	09/09/2025	\$0.36			Purchasing
XPress Bill Pay	XPB09082025	09/09/2025	\$363.88			Purchasing
Utah State Division of Finance	6321	09/10/2025	\$63,375.00			Purchasing
Utah State Division of Finance	6322	09/10/2025	\$4,000.00			Purchasing
Amazon.com	A9102025	09/10/2025		09/10/2025	(\$5.27)	Purchasing
Amazon.com	A9102025	09/10/2025		09/10/2025	(\$1.17)	Purchasing
Amazon.com	A9102025	09/10/2025		09/10/2025	(\$0.55)	Purchasing
State Bank of Southern Utah	SBSU09102025	09/10/2025		09/10/2025	\$31.14	Purchasing
Amazon.com	A09092025	09/11/2025	\$284.00			Purchasing
USPS	USPS09122025	09/12/2025	\$312.00			Purchasing
Amazon.com	A09152025	09/15/2025	\$149.96			Purchasing
Amazon.com	A9152025	09/15/2025	\$45.69			Purchasing
IMS Alliance	IMS9152025	09/15/2025		09/15/2025	\$32.59	Purchasing
Rocky Mountain Power	RMP9162025	09/16/2025	\$485.76			Purchasing
Scholzen Products	6327	09/18/2025	\$2,516.30			Purchasing
H&K Hoole & King L.C. Law Offices	6328	09/18/2025	\$195.45			Purchasing
Buck's Ace Hardware	6329	09/18/2025	\$127.34			Purchasing
Catherine Wall	6330	09/18/2025	\$280.00			Purchasing
Utah Barricade Company	6331	09/18/2025	\$412.24			Purchasing
Washington County Solid Waste	6332	09/18/2025	\$5,675.08			Purchasing
Utah Barricade Company	6333	09/18/2025	\$380.70			Purchasing
Caifa, Camden and Michael	6334	09/18/2025	\$1,266.50			Purchasing
Southwest Utah Public Health Dept.	6335	09/18/2025	\$175.00			Purchasing
Basic American Supply	BAS9182025	09/18/2025	\$36.98			Purchasing
Zoom Video Communications Inc.	Z9182025	09/18/2025	\$15.99			Purchasing
Payroll	0919251200	09/19/2025	\$13,563.10			Paycheck
Home Depot	HD9192025	09/19/2025		09/19/2025	\$59.26	Purchasing
Environmental Systems Reserach Institut	6336	09/22/2025	\$747.28			Purchasing

**Town of Apple Valley
Disbursement Listing
SBSU Operating - 09/01/2025 to 09/30/2025**

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Buck's Ace Hardware	6337	09/22/2025	\$120.95			Purchasing
Carquest	6338	09/22/2025	\$12.83			Purchasing
Catherine Wall	6339	09/22/2025	\$140.00			Purchasing
LN Curtis and sons	6341	09/22/2025		09/22/2025	\$4,381.50	Purchasing
Scholzen Products	6342	09/22/2025	\$106.93			Purchasing
Timeless Awards Company	6343	09/22/2025	\$14.89			Purchasing
Tink's Napa Superior Auto Parts	6344	09/22/2025	\$296.99			Purchasing
Internal Revenue Service	EFTPS9292025	09/22/2025	\$3,296.10			Payroll
Fire Hose Supply	FHS9112025	09/22/2025		09/22/2025	\$708.51	Purchasing
Utah Retirement Systems	URS9232025	09/23/2025	\$2,289.32			Payroll
Amazon.com	A9232025	09/29/2025	\$38.82			Purchasing
Buck's Ace Hardware	6345	09/30/2025	\$98.84			Purchasing
Ruesch & Reeve, PLLC	6346	09/30/2025	\$1,455.00			Purchasing
Scholzen Products	6347	09/30/2025	\$3,689.18			Purchasing
Steamroller Copies Inc.	6348	09/30/2025	\$263.09			Purchasing
Amazon.com	A9302025	09/30/2025	\$287.99			Purchasing
			\$190,370.86		\$36,832.55	

**Town of Apple Valley
Disbursement Listing
SBSU Fire - 09/01/2025 to 09/30/2025**

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Basic American Supply	BAS922025	09/02/2025	\$60.46			Purchasing
Eyewash Direct	ED09032025	09/03/2025	\$370.49			Purchasing
The Uniform Center	TUC7212026	09/03/2025	\$119.96			Purchasing
Amazon.com	A09042025	09/04/2025	\$21.84			Purchasing
Amazon.com	A9042025	09/04/2025	\$41.06			Purchasing
Amazon.com	A942025	09/04/2025	\$65.85			Purchasing
Basic American Supply	BAS09042025	09/04/2025	\$24.84			Purchasing
Basic American Supply	BAS942025	09/04/2025	\$65.51			Purchasing
Fleet Pride	FP942025	09/04/2025	\$36.91			Purchasing
EVS-Emergency Vehicle Systems	EVS09042025	09/05/2025	\$102.00			Purchasing
EVS-Emergency Vehicle Systems	EVS942025	09/05/2025	\$300.00			Purchasing
Home Depot	HD09052025	09/05/2025	\$285.51			Purchasing
Amazon.com	A09082025	09/08/2025	\$150.07			Purchasing
Auto Zone	AZ09092025	09/09/2025	\$157.72			Purchasing
Carquest of Hildale	CQ09092025	09/09/2025	\$31.39			Purchasing
Amazon.com	A9102025	09/10/2025	(\$5.27)			Purchasing
Amazon.com	A9102025	09/10/2025	(\$1.17)			Purchasing
Amazon.com	A9102025	09/10/2025	(\$0.55)			Purchasing
Red Mountain Car Wash	RMCW91025	09/10/2025	\$24.25			Purchasing
Fire Hose Supply	FHS9112025	09/11/2025	\$708.51			Purchasing
IMS Alliance	IMS9152025	09/15/2025		09/15/2025	\$32.59	Purchasing
IMS Alliance	IMS9152025	09/15/2025	\$32.59			Purchasing
Mountainland Supply Company	ML09162025	09/16/2025	\$103.58			Purchasing
Home Depot	HD09192025	09/19/2025	\$59.26			Purchasing
Northrock	NRT9222025	09/22/2025	\$285.00			Purchasing
Basic American Supply	BAS9262025	09/26/2025	\$19.54			Purchasing
Max Warehouse	MW9292025	09/29/2025	\$22.75			Purchasing
The Uniform Center	TUC9252025	09/29/2025	(\$92.99)			Purchasing
			\$2,989.11		\$32.59	

**Town of Apple Valley
Disbursement Listing
SBSU Operating - Big Plains - 09/01/2025 to 09/30/2025**

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AT&T and Affiliates	ATT08112025	09/03/2025		09/03/2025	\$58.75	Purchasing
Amazon.com	A932025	09/04/2025	\$54.00			Purchasing
State Bank of Southern Utah	SBSU942025	09/04/2025	\$5,000.00			Purchasing
State Bank of Southern Utah	SBSU09052025	09/05/2025	\$86.69			Purchasing
State Bank of Southern Utah	SBSU9102025	09/10/2025	\$31.14			Purchasing
USDA Rural Development	USDA09152025	09/15/2025	\$1,269.00			Purchasing
USDA Rural Development	USDA9152025	09/15/2025	\$9,271.00			Purchasing
Rocky Mountain Power	RMP9162025	09/16/2025	\$4,014.43			Purchasing
AT&T and Affiliates	AT&T09092025	09/18/2025		09/18/2025	\$63.75	Purchasing
AT&T and Affiliates	AT&t09092025	09/18/2025	\$58.75			Purchasing
			\$19,785.01		\$122.50	

**Town of Apple Valley
Disbursement Listing
SBSU Operating - 10/01/2025 to 10/31/2025**

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
LN Curtis and sons	6350	10/01/2025	\$338.90			Purchasing
Buck's Ace Hardware	6362	10/01/2025	\$32.98			Purchasing
Google LLC	G10012025	10/01/2025	\$386.40			Purchasing
Amazon.com	A10022025	10/02/2025	\$40.29			Purchasing
Superior Technical Solutions LLC	STS1022025	10/02/2025	\$614.00			Purchasing
Payroll	1003251200	10/03/2025	\$14,994.12			Paycheck
Fralish, Lee W	6349	10/03/2025	\$46.17			Paycheck
Chase Paymentech	CPT10032025	10/03/2025	\$878.09			Purchasing
Internal Revenue Service	EFTPS10325	10/03/2025	\$3,430.38			Payroll
Utah Retirement Systems	URS1032025	10/03/2025	\$2,467.82			Payroll
Amazon Capital Services	6351	10/06/2025	\$378.15			Purchasing
Chemtech-Ford LLC	6352	10/06/2025	\$910.00			Purchasing
Remedy Excavating LLC	6353	10/06/2025	\$10,048.12			Purchasing
Washington County Sheriff's Office	6354	10/06/2025	\$3,750.00			Purchasing
CivicPlus LLC	6355	10/06/2025	\$2,295.96			Purchasing
Farrar, CPA	6356	10/06/2025	\$1,687.50			Purchasing
James R Weeks	6357	10/06/2025	\$512.50			Purchasing
Revco Leasing	6358	10/06/2025	\$302.51			Purchasing
South Central Communications	6359	10/06/2025	\$557.14			Purchasing
Tink's Napa Superior Auto Parts	6360	10/06/2025	\$163.96			Purchasing
State of Utah-Dept of Commerce	6361	10/06/2025	\$104.92			Purchasing
AT&T Mobility	6363	10/06/2025	\$45.21			Purchasing
Scholzen Products	6364	10/06/2025	\$705.54			Purchasing
Standard Plumbing Supply Co	SPS10072025	10/07/2025	\$219.92			Purchasing
XPress Bill Pay	XBP10072025	10/07/2025	\$457.13			Purchasing
Amazon.com	A10092025	10/10/2025	\$40.96			Purchasing
H&K Hoole & King L.C. Law Offices	6366	10/14/2025	\$40.25			Purchasing
Jenkins Oil Company Inc.	6367	10/14/2025	\$3,317.99			Purchasing
Southwest Utah Public Health Dept.	6368	10/14/2025	\$225.00			Purchasing
Catherine Wall	6369	10/14/2025	\$280.00			Purchasing
Birch Systems Inc.	6370	10/14/2025	\$600.00			Purchasing
Century Equipment Company	6371	10/14/2025	\$1,184.00			Purchasing
Amazon.com	A10142025	10/14/2025	\$42.99			Purchasing
Hinton Burdick CPAs and Advisors	6372	10/15/2025	\$10,000.00			Purchasing
Vacation Races (VR Sports LLC)	6375	10/15/2025	\$2,020.00			Purchasing
Rocky Mountain Power	RMP10152025	10/15/2025	\$438.53			Purchasing
USDA Rural Development	USDA10152025	10/15/2025		10/15/2025	\$1,269.00	Purchasing
USDA Rural Development	USDA101525	10/15/2025		10/15/2025	\$9,271.00	Purchasing
Utah State Tax Commission	10162025	10/16/2025	\$2,766.12			Payroll
Town of Colorado City	6377	10/16/2025	\$1,164.00			Purchasing
Washington County Solid Waste	6378	10/16/2025	\$5,702.04			Purchasing
Buck's Ace Hardware	6379	10/16/2025	\$138.23			Purchasing
Scholzen Products	6380	10/16/2025	\$937.17			Purchasing
Amazon.com	A10162025	10/16/2025	\$14.98			Purchasing
Tax1099.com	T10162025	10/16/2025	\$5.24			Purchasing
Tax1099.com	T101625	10/16/2025	\$5.24			Purchasing
Payroll	1017251200	10/17/2025	\$15,343.90			Paycheck
Hammon, Brigham	6373	10/17/2025	\$55.41			Paycheck
Robertson, Robert Allen	6374	10/17/2025	\$115.44			Paycheck
Child Support Services (SDU/Tribal Orde	6376	10/17/2025	\$42.50			Payroll
Internal Revenue Service	EFTPS1017202	10/17/2025	\$3,496.16			Payroll
Zoom Video Communications Inc.	Z10182025	10/18/2025	\$15.99			Purchasing
Catherine Wall	6381	10/20/2025	\$140.00			Purchasing
Amazon.com	A10202025	10/20/2025	\$78.47			Purchasing
Utah Retirement Systems	URS10202025	10/20/2025		10/20/2025	(\$39.42)	Purchasing
Utah Retirement Systems	URS10202025	10/20/2025	\$2,288.16			Payroll
Utah Retirement Systems	URS10202025	10/20/2025		10/20/2025	\$2,327.58	Payroll
Shums Coda	6383	10/21/2025	\$8,720.00			Purchasing
Buck's Ace Hardware	6384	10/21/2025	\$45.70			Purchasing
Sunrise Engineering Inc.	6385	10/22/2025	\$4,562.25			Purchasing
Utah Local Governments Trust	6386	10/23/2025	\$5,666.91			Purchasing
Payroll	1031251200	10/31/2025	\$13,578.74			Paycheck
Internal Revenue Service	EFTPS1031202	10/31/2025	\$3,289.24			Payroll
Utah Retirement Systems	URS10312025	10/31/2025	\$2,365.87			Payroll
			\$134,095.19			\$12,828.16

**Town of Apple Valley
Disbursement Listing
SBSU Operating - Big Plains - 10/01/2025 to 10/31/2025**

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AT&T and Affiliates	ATT10092025	10/09/2025	\$63.75			Purchasing
USDA Rural Development	USDA10152025	10/15/2025	\$9,271.00			Purchasing
USDA Rural Development	USDA101525	10/15/2025	\$1,269.00			Purchasing
Department of Workforce Services	DWS101625	10/16/2025	\$15.00			Purchasing
Rocky Mountain Power	RMP10152025	10/16/2025	\$3,638.97			Purchasing
Utah State Tax Commission	10202025	10/20/2025	\$337.50			Purchasing
			\$14,595.22		\$0.00	

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2025 to 09/30/2025
25.00% 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	6,805.62	2,675.25	5,456.29	195,000.00	2.80%
3130 General Sales and Use Taxes	52,592.17	15,897.52	51,957.15	204,325.00	25.43%
3140 Energy and Communication Taxes	14,840.86	5,673.78	15,998.19	45,000.00	35.55%
3150 RAP Tax	3,612.33	1,908.03	5,280.86	18,000.00	29.34%
3160 Transient Taxes	6,852.36	1,478.66	5,454.61	18,000.00	30.30%
3180 Fuel Tax Refund	0.00	0.00	451.24	0.00	0.00%
3190 Highway/Transit Tax	5,053.87	770.99	4,253.22	17,100.00	24.87%
Total Taxes	89,757.21	28,404.23	88,851.56	497,425.00	17.86%
Licenses and permits					
3210 Business Licenses	2,400.00	0.00	0.00	10,500.00	0.00%
3221 Building Permits-Fee	1,777.51	3,655.86	14,217.85	45,000.00	31.60%
3222 Building Permits-Non Surcharge	413.13	1,462.34	5,773.37	7,750.00	74.50%
3224 Building Permits Surcharge	1.54	4.36	18.52	100.00	18.52%
3225 Animal Licenses	40.00	0.00	40.00	500.00	8.00%
Total Licenses and permits	4,632.18	5,122.56	20,049.74	63,850.00	31.40%
Intergovernmental revenue					
3356 Class "C" Road Allotment	21,185.32	46,983.74	46,983.74	112,000.00	41.95%
3358 Liquor Control Profits	0.00	0.00	0.00	1,100.00	0.00%
Total Intergovernmental revenue	21,185.32	46,983.74	46,983.74	113,100.00	41.54%
Charges for services					
3230 Special Event Permit	1,550.00	0.00	4,050.00	1,000.00	405.00%
3410 Clerical Services	46.50	51.17	392.29	400.00	98.07%
3416 Other Interdepartmental Charges	10,000.00	0.00	3,000.00	36,000.00	8.33%
3431 Zoning and Subdivision Fees	4,000.00	0.00	33,144.20	20,000.00	165.72%
3440 Solid Waste	15,861.15	5,734.30	17,047.55	51,000.00	33.43%
3440.5 Paperless Bill Credit	0.00	(441.00)	(1,312.50)	(3,000.00)	43.75%
3441 Storm Drainage	12,649.19	4,401.32	13,118.48	49,000.00	26.77%
3461 GRAMA Requests	0.00	0.00	0.00	100.00	0.00%
3470 Park and Recreation Fees	0.00	0.00	225.00	100.00	225.00%
3615 Late Charges/Other Fees	650.63	691.45	899.40	1,000.00	89.94%
Total Charges for services	44,757.47	10,437.24	70,564.42	155,600.00	45.35%
Fines and forfeitures					
3510 Fines	1,288.23	1,477.31	2,342.09	5,000.00	46.84%
Total Fines and forfeitures	1,288.23	1,477.31	2,342.09	5,000.00	46.84%
Interest					
3610 Interest Earnings	15,955.71	4,749.20	14,834.53	45,000.00	32.97%
Total Interest	15,955.71	4,749.20	14,834.53	45,000.00	32.97%
Miscellaneous revenue					
3640 Sale of Capital Assets	0.00	0.00	0.00	20,000.00	0.00%
3690 Sundry Revenue	1,554.10	213.50	429.43	5,000.00	8.59%
3801.1 Impact fees - Fire	0.00	844.00	3,376.00	6,800.00	49.65%
3801.3 Impact fees - Roadways	0.00	2,660.00	10,640.00	24,600.00	43.25%
3801.6 Impact fees - Storm Water	0.00	14,428.95	21,412.57	31,000.00	69.07%
3801.7 Impact fees - Parks, Trails, OS	0.00	725.00	2,900.00	6,600.00	43.94%
Total Miscellaneous revenue	1,554.10	18,871.45	38,758.00	94,000.00	41.23%
Total Revenue:	179,130.22	116,045.73	282,384.08	973,975.00	28.99%
Expenditures:					
General government					
Council					
4111.110 Council/PC Salaries and Wages	2,404.99	362.50	975.00	13,000.00	7.50%
4111.130 Council/PC Employee benefits	183.64	43.64	118.01	1,000.00	11.80%
4111.610 Council Donations and Discretionary Spending	0.00	0.00	19.93	5,000.00	0.40%
Total Council	2,588.63	406.14	1,112.94	19,000.00	5.86%
Administrative					
4141.110 Admin Salaries and Wages	30,790.78	6,342.46	28,258.84	161,600.00	17.49%
4141.130 Admin Employee Benefits	4,762.49	1,455.30	6,110.36	20,000.00	30.55%
4141.140 Admin Employee Retirement - GASB 68	3,243.04	514.90	2,537.84	11,000.00	23.07%
4141.210 Admin Dues, Subs & Memberships	3,706.96	747.28	4,087.66	11,000.00	37.16%
4141.220 Admin Public Notices	0.00	0.00	0.00	100.00	0.00%

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4141.230 Admin Training	325.00	0.00	0.00	1,000.00	0.00%
4141.240 Admin Office/Administrative Expense	2,438.19	3,105.25	5,932.20	15,000.00	39.55%
4141.250 Admin Equipment Expenses	5,037.25	840.36	3,138.68	13,000.00	24.14%
4141.260 Admin Building & Ground Maintenance	869.16	(26.98)	2,955.46	4,500.00	65.68%
4141.270 Admin Utilities	6,409.61	3,004.59	8,525.15	18,000.00	47.36%
4141.280 Admin Telephone and Internet	1,352.66	653.54	1,624.85	5,000.00	32.50%
4141.290 Admin Postage	584.00	322.50	999.50	3,700.00	27.01%
4141.320 Admin Engineering Fees	972.00	0.00	0.00	1,000.00	0.00%
4141.330 Admin Legal Fees	12,072.50	1,007.95	67,826.00	40,000.00	169.57%
4141.340 Admin Accounting & Auditing	2,812.50	975.00	3,562.50	40,000.00	8.91%
4141.350 Admin Building/Zoning/Planning Fees	8,563.75	0.00	13,625.00	27,000.00	50.46%
4141.390 Admin Bank Service Charges	65.00	0.00	15.00	200.00	7.50%
4141.410 Admin Insurance	14,772.81	0.00	16,925.68	16,000.00	105.79%
4141.490 Admin Travel Reimbursements	1,286.50	209.37	356.30	2,000.00	17.82%
4141.500 Admin Weed Abatement	0.00	0.00	175.00	0.00	0.00%
4141.610 Bad Debt Expense	(20.00)	0.00	0.00	0.00	0.00%
4170 Elections	0.00	0.00	0.00	1,500.00	0.00%
Total Administrative	100,044.20	19,151.52	166,656.02	391,600.00	42.56%
Total General government	102,632.83	19,557.66	167,768.96	410,600.00	40.86%
Public safety					
Police					
4210.110 Police Salaries & Wages/Contract	0.00	0.00	3,750.00	30,000.00	12.50%
4253.250 Animal Control Supplies	0.00	0.00	0.00	100.00	0.00%
Total Police	0.00	0.00	3,750.00	30,100.00	12.46%
Fire					
4220.110 Fire Salaries & Wages	16,646.88	4,902.74	18,434.59	94,000.00	19.61%
4220.130 Fire Employee Benefits	1,273.46	546.67	2,566.12	6,000.00	42.77%
4220.135 Fire Employee Retirement - GASB 68	2,811.33	868.14	3,038.49	9,100.00	33.39%
4220.150 Fire Contract Expense	1,164.00	0.00	3,528.00	4,000.00	88.20%
4220.210 Fire Dues, Subscriptions & Memberships	285.00	0.00	150.00	1,800.00	8.33%
4220.230 Fire Travel, Mileage & Cell	134.88	50.00	150.00	600.00	25.00%
4220.240 Fire Office & Other Expenses	252.59	272.46	428.59	2,000.00	21.43%
4220.250 Fire Equipment Maintenance & Repairs	2,862.41	5,567.75	7,514.16	8,000.00	93.93%
4220.255 Fire Improvements	910.00	0.00	0.00	0.00	0.00%
4220.260 Fire Rent Expense	3,000.00	0.00	3,000.00	6,000.00	50.00%
4220.360 Fire Training	556.33	0.00	540.00	2,100.00	25.71%
4220.450 Fire Small Equip/Supplies	2,996.82	2,690.55	8,496.65	15,000.00	56.64%
4220.455 EMS Medical Supplies	657.17	0.00	0.00	3,000.00	0.00%
4220.460 Fire Supplies-Fundraisers	0.00	0.00	0.00	500.00	0.00%
4220.465 Fire Gear	0.00	0.00	8,523.77	10,000.00	85.24%
4220.480 Fire Mitigation MOU Expenditures	0.00	0.00	0.00	15,000.00	0.00%
4220.560 Fire Equipment Fuel	941.24	0.00	451.38	2,500.00	18.06%
4220.740 Fire Capital Outlay	0.00	0.00	0.00	40,000.00	0.00%
Total Fire	34,492.11	14,898.31	56,821.75	219,600.00	25.88%
Total Public safety	34,492.11	14,898.31	60,571.75	249,700.00	24.26%
Highways and public improvements					
Highways					
4410.110 Road Wages and Contract Labor	984.00	0.00	422.50	3,000.00	14.08%
4410.130 Road Employee Benefits	75.29	0.00	32.20	200.00	16.10%
4410.275 Road Improvements	850.00	0.00	0.00	0.00	0.00%
4410.450 Road Department Supplies	0.00	4,962.50	5,148.58	1,000.00	514.86%
4410.810 Road Principal	36,000.00	37,000.00	37,000.00	36,000.00	102.78%
4410.820 Road Interest	27,243.41	26,375.00	26,375.00	27,275.00	96.70%
4415.110 Public Works Wages and Contract Labor	15,964.00	4,522.51	19,469.01	105,000.00	18.54%
4415.130 Public Works Employee Benefits	1,221.24	615.72	2,385.41	15,000.00	15.90%
4415.140 Public Works Employee Retirement - GASB 68	0.00	604.85	2,950.82	9,500.00	31.06%
4415.450 Public Works Supplies	2,589.37	1,507.69	1,611.02	6,000.00	26.85%
4415.550 Public Works Equipment Maintenance	3,328.34	2,001.05	3,725.39	3,000.00	124.18%
4415.560 Public Works Equipment Fuel	1,066.96	0.00	298.39	2,000.00	14.92%
4415.570 Public Works Travel, Mileage, Cell	0.00	0.00	0.00	500.00	0.00%
4415.615 Storm Drainage Improvements	2,432.00	0.00	0.00	0.00	0.00%
4415.740 Public Works Capital Outlay	13,000.00	0.00	0.00	0.00	0.00%
Total Highways	104,754.61	77,589.32	99,418.32	208,475.00	47.69%
Sanitation					

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4420.460 Solid Waste Service	16,710.85	5,675.08	11,336.68	51,000.00	22.23%
Total Sanitation	16,710.85	5,675.08	11,336.68	51,000.00	22.23%
Total Highways and public improvements	121,465.46	83,264.40	110,755.00	259,475.00	42.68%
Parks, recreation, and public property					
Parks					
4540.110 Park/Rec Wages and Contract Labor	1,232.00	0.00	179.50	2,000.00	8.98%
4540.130 Park/Rec Employee Benefits	94.27	0.00	13.62	200.00	6.81%
4540.250 Park/Rec Department Expenses	309.07	0.00	0.00	1,000.00	0.00%
4540.460 Park/Rec Community Events Supplies	(27.86)	0.00	0.00	4,000.00	0.00%
Total Parks	1,607.48	0.00	193.12	7,200.00	2.68%
Total Parks, recreation, and public property	1,607.48	0.00	193.12	7,200.00	2.68%
Transfers					
4804 Transfer to Fund Balance	0.00	0.00	0.00	20,000.00	0.00%
4807 Transfer to Assigned Balance - Fire Impact Fees	0.00	0.00	0.00	(35,200.00)	0.00%
4809 Transfer to Assigned Balance - Roadway Impact Fee	0.00	0.00	0.00	24,600.00	0.00%
4810 Transfer to Assigned Balance -Storm Water Imp Fee	0.00	0.00	0.00	31,000.00	0.00%
4811 Transfer to Assigned Balance - Parks & Rec Fees	0.00	0.00	0.00	6,600.00	0.00%
Total Transfers	0.00	0.00	0.00	47,000.00	0.00%
Total Expenditures:	260,197.88	117,720.37	339,288.83	973,975.00	34.84%
Total Change In Net Position	(81,067.66)	(1,674.64)	(56,904.75)	0.00	0.00%

Town of Apple Valley
Operational Budget Report
51 Water Operations Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Income or Expense					
Income from Operations:					
Operating income					
5140 Water sales	221,035.90	46,024.17	94,638.55	670,000.00	14.13%
5150 Water standby fees	12,165.08	3,540.56	7,085.50	32,000.00	22.14%
5310 Connection fees	0.00	1,860.00	111,047.77	6,700.00	1,657.43%
5410 Late penalties and fees	1,141.20	0.00	0.00	3,000.00	0.00%
5490 Other operating income	(1,359.92)	10,084.00	10,084.00	2,250.00	448.18%
Total Operating income	232,982.26	61,508.73	222,855.82	713,950.00	31.21%
Operating expense					
6010 Clerical Contractor labor	0.00	0.00	0.00	300.00	0.00%
6011 Town Payroll Services	10,000.00	0.00	3,000.00	36,000.00	8.33%
6013 Water Salaries and Wages	16,153.90	16,001.99	37,595.16	95,000.00	39.57%
6014 Water Benefits	3,988.42	2,544.94	6,031.18	25,000.00	24.12%
6014.5 Water Employee Retirement - GASB 68	0.00	1,774.75	3,565.51	0.00	0.00%
6023 Travel	0.00	0.00	0.00	500.00	0.00%
6024 Training	0.00	3,689.18	3,689.18	1,200.00	307.43%
6025 Books/Subscriptions/Memberships	530.20	0.00	310.00	4,000.00	7.75%
6030 Office supplies and expenses	914.95	1,280.60	1,621.92	3,000.00	54.06%
6032 Postage	0.00	0.00	0.00	200.00	0.00%
6035 Bank service charges	(8.00)	0.00	0.00	100.00	0.00%
6040 Professional service	1,313.10	0.00	9,713.75	15,000.00	64.76%
6043 Accounting & Audit fees	0.00	0.00	5.24	10,000.00	0.05%
6044 Water test	1,477.54	1,085.00	1,815.00	5,000.00	36.30%
6045 Legal fees	1,450.00	1,455.00	1,455.00	20,000.00	7.28%
6050 Water System maintenance and repairs	1,126.32	15,660.57	33,920.52	15,000.00	226.14%
6051 Water System equipment	369.99	0.00	3,085.44	12,000.00	25.71%
6052 Well maintenance and repairs	115.20	504.37	893.97	20,000.00	4.47%
6053 Tank maintenance and repairs	348.85	0.00	0.00	11,000.00	0.00%
6054 Hydrant Testing & Maintenance	0.00	31.94	31.94	0.00	0.00%
6060 Water Equipment Costs Other than Fuel	3,825.96	131.98	4,013.82	1,000.00	401.38%
6061 Water Equipment Fuel	1,316.46	0.00	332.20	6,000.00	5.54%
6067 Utilities	8,490.29	3,790.18	11,850.87	20,000.00	59.25%
6068 Telephone & Internet	0.00	58.75	176.25	0.00	0.00%
6070 Water Dept Insurance	6,665.07	0.00	8,271.42	12,000.00	68.93%
6095 Depreciation expense	39,077.47	13,454.32	39,862.48	165,000.00	24.16%
Total Operating expense	97,155.72	61,463.57	171,240.85	477,300.00	35.88%
Total Income from Operations:	135,826.54	45.16	51,614.97	236,650.00	21.81%
Non-Operating Items:					
Non-operating income					
5520 Impact fees	0.00	17,788.00	17,788.00	90,000.00	19.76%
5610 Interest income	3,371.13	1,421.13	4,359.61	12,000.00	36.33%
5690 Sundry Revenue	0.00	0.00	0.00	500.00	0.00%
Total Non-operating income	3,371.13	19,209.13	22,147.61	102,500.00	21.61%
Non-operating expense					
6080 Interest expense	20,775.12	6,783.41	20,383.48	83,110.00	24.53%
Total Non-operating expense	20,775.12	6,783.41	20,383.48	83,110.00	24.53%
Total Non-Operating Items:	(17,403.99)	12,425.72	1,764.13	19,390.00	9.10%
Total Income or Expense	118,422.55	12,470.88	53,379.10	256,040.00	20.85%

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2025 to 10/31/2025
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	11,418.33	1,360.46	6,816.75	195,000.00	3.50%
3130 General Sales and Use Taxes	69,068.71	0.00	51,957.15	204,325.00	25.43%
3140 Energy and Communication Taxes	19,204.20	4,517.55	20,515.74	45,000.00	45.59%
3150 RAP Tax	5,215.10	1,471.62	6,752.48	18,000.00	37.51%
3160 Transient Taxes	8,749.26	0.00	5,454.61	18,000.00	30.30%
3180 Fuel Tax Refund	0.00	0.00	451.24	0.00	0.00%
3190 Highway/Transit Tax	6,585.91	0.00	4,253.22	17,100.00	24.87%
Total Taxes	120,241.51	7,349.63	96,201.19	497,425.00	19.34%
Licenses and permits					
3210 Business Licenses	4,550.00	3,557.50	3,557.50	10,500.00	33.88%
3221 Building Permits-Fee	10,575.41	9,691.31	23,909.16	45,000.00	53.13%
3222 Building Permits-Non Surcharge	3,071.47	5,690.50	11,463.87	7,750.00	147.92%
3224 Building Permits Surcharge	14.17	12.29	30.81	100.00	30.81%
3225 Animal Licenses	60.00	30.00	70.00	500.00	14.00%
Total Licenses and permits	18,271.05	18,981.60	39,031.34	63,850.00	61.13%
Intergovernmental revenue					
3356 Class "C" Road Allotment	45,707.86	0.00	46,983.74	112,000.00	41.95%
3358 Liquor Control Profits	0.00	0.00	0.00	1,100.00	0.00%
Total Intergovernmental revenue	45,707.86	0.00	46,983.74	113,100.00	41.54%
Charges for services					
3230 Special Event Permit	1,550.00	0.00	4,050.00	1,000.00	405.00%
3410 Clerical Services	47.50	81.72	474.01	400.00	118.50%
3416 Other Interdepartmental Charges	15,000.00	0.00	3,000.00	36,000.00	8.33%
3431 Zoning and Subdivision Fees	4,000.00	3,292.75	36,436.95	20,000.00	182.18%
3440 Solid Waste	21,176.10	5,734.30	22,781.85	51,000.00	44.67%
3440.5 Paperless Bill Credit	(322.50)	(433.50)	(1,746.00)	(3,000.00)	58.20%
3441 Storm Drainage	16,890.33	4,405.33	17,523.81	49,000.00	35.76%
3461 GRAMA Requests	0.00	0.00	0.00	100.00	0.00%
3470 Park and Recreation Fees	0.00	0.00	225.00	100.00	225.00%
3615 Late Charges/Other Fees	712.71	273.48	1,108.80	1,000.00	110.88%
Total Charges for services	59,054.14	13,354.08	83,854.42	155,600.00	53.89%
Fines and forfeitures					
3510 Fines	2,397.89	753.70	3,095.79	5,000.00	61.92%
Total Fines and forfeitures	2,397.89	753.70	3,095.79	5,000.00	61.92%
Interest					
3610 Interest Earnings	20,847.12	4,831.18	19,665.71	45,000.00	43.70%
Total Interest	20,847.12	4,831.18	19,665.71	45,000.00	43.70%
Miscellaneous revenue					
3640 Sale of Capital Assets	0.00	0.00	0.00	20,000.00	0.00%
3690 Sundry Revenue	3,436.97	1,487.87	2,132.22	5,000.00	42.64%
3692 Fire Department Fundraisers/Donations	0.00	100.00	100.00	0.00	0.00%
3801.1 Impact fees - Fire	1,688.00	844.00	4,220.00	6,800.00	62.06%
3801.3 Impact fees - Roadways	5,320.00	2,660.00	13,300.00	24,600.00	54.07%
3801.6 Impact fees - Storm Water	15,814.14	13,390.06	34,802.63	31,000.00	112.27%
3801.7 Impact fees - Parks, Trails, OS	1,450.00	725.00	3,625.00	6,600.00	54.92%
Total Miscellaneous revenue	27,709.11	19,206.93	58,179.85	94,000.00	61.89%
Total Revenue:	294,228.68	64,477.12	347,012.04	973,975.00	35.63%
Expenditures:					
General government					
Council					
4111.110 Council/PC Salaries and Wages	3,279.99	0.00	975.00	13,000.00	7.50%
4111.130 Council/PC Employee benefits	442.77	0.00	226.01	1,000.00	22.60%
4111.610 Council Donations and Discretionary Spending	0.00	0.00	19.93	5,000.00	0.40%
Total Council	3,722.76	0.00	1,220.94	19,000.00	6.43%
Administrative					
4141.110 Admin Salaries and Wages	39,373.42	6,207.46	34,466.30	161,600.00	21.33%
4141.130 Admin Employee Benefits	6,195.02	1,534.34	8,025.70	20,000.00	40.13%
4141.140 Admin Employee Retirement - GASB 68	4,162.65	500.08	3,037.92	11,000.00	27.62%
4141.210 Admin Dues, Subs & Memberships	5,893.59	2,895.96	6,983.62	11,000.00	63.49%

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2025 to 10/31/2025
33.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4141.220 Admin Public Notices	0.00	(52.75)	(52.75)	100.00	-52.75%
4141.230 Admin Training	325.00	0.00	0.00	1,000.00	0.00%
4141.240 Admin Office/Administrative Expense	4,701.86	2,811.01	8,743.21	15,000.00	58.29%
4141.250 Admin Equipment Expenses	6,409.18	302.51	3,441.19	13,000.00	26.47%
4141.260 Admin Building & Ground Maintenance	1,078.02	382.92	3,338.38	4,500.00	74.19%
4141.270 Admin Utilities	8,135.65	2,080.30	8,525.15	18,000.00	47.36%
4141.280 Admin Telephone and Internet	1,805.35	557.14	2,181.99	5,000.00	43.64%
4141.290 Admin Postage	895.36	325.96	1,325.46	3,700.00	35.82%
4141.320 Admin Engineering Fees	607.50	764.35	764.35	1,000.00	76.44%
4141.330 Admin Legal Fees	24,620.50	840.25	68,666.25	40,000.00	171.67%
4141.340 Admin Accounting & Auditing	3,375.00	14,126.20	17,688.70	40,000.00	44.22%
4141.350 Admin Building/Zoning/Planning Fees	9,828.05	8,502.00	22,127.00	27,000.00	81.95%
4141.390 Admin Bank Service Charges	65.00	0.00	15.00	200.00	7.50%
4141.410 Admin Insurance	14,772.81	0.00	16,925.68	16,000.00	105.79%
4141.490 Admin Travel Reimbursements	1,368.04	107.80	464.10	2,000.00	23.21%
4141.500 Admin Weed Abatement	0.00	0.00	175.00	0.00	0.00%
4141.610 Bad Debt Expense	(20.00)	0.00	0.00	0.00	0.00%
4170 Elections	0.00	0.00	0.00	1,500.00	0.00%
Total Administrative	133,592.00	41,885.53	206,842.25	391,600.00	52.82%
Total General government	137,314.76	41,885.53	208,063.19	410,600.00	50.67%
Public safety					
Police					
4210.110 Police Salaries & Wages/Contract	3,750.00	3,750.00	7,500.00	30,000.00	25.00%
4253.250 Animal Control Supplies	0.00	0.00	0.00	100.00	0.00%
Total Police	3,750.00	3,750.00	7,500.00	30,100.00	24.92%
Fire					
4220.110 Fire Salaries & Wages	22,235.71	6,967.74	25,402.33	94,000.00	27.02%
4220.130 Fire Employee Benefits	1,809.88	533.01	3,388.13	6,000.00	56.47%
4220.135 Fire Employee Retirement - GASB 68	3,607.15	868.14	3,906.63	9,100.00	42.93%
4220.150 Fire Contract Expense	2,328.00	1,164.00	4,692.00	4,000.00	117.30%
4220.210 Fire Dues, Subscriptions & Memberships	285.00	0.00	150.00	1,800.00	8.33%
4220.230 Fire Travel, Mileage & Cell	528.99	50.00	200.00	600.00	33.33%
4220.240 Fire Office & Other Expenses	1,217.59	50.76	479.35	2,000.00	23.97%
4220.250 Fire Equipment Maintenance & Repairs	4,456.87	(4,232.74)	3,281.42	8,000.00	41.02%
4220.255 Fire Improvements	1,260.00	0.00	0.00	0.00	0.00%
4220.260 Fire Rent Expense	3,000.00	0.00	3,000.00	6,000.00	50.00%
4220.360 Fire Training	556.33	0.00	540.00	2,100.00	25.71%
4220.450 Fire Small Equip/Supplies	2,996.82	(844.68)	7,651.97	15,000.00	51.01%
4220.455 EMS Medical Supplies	1,142.70	0.00	0.00	3,000.00	0.00%
4220.460 Fire Supplies-Fundraisers	0.00	0.00	0.00	500.00	0.00%
4220.465 Fire Gear	0.00	0.00	8,523.77	10,000.00	85.24%
4220.480 Fire Mitigation MOU Expenditures	0.00	0.00	0.00	15,000.00	0.00%
4220.560 Fire Equipment Fuel	1,244.50	594.04	1,045.42	2,500.00	41.82%
4220.740 Fire Capital Outlay	0.00	0.00	0.00	40,000.00	0.00%
Total Fire	46,669.54	5,150.27	62,261.02	219,600.00	28.35%
Total Public safety	50,419.54	8,900.27	69,761.02	249,700.00	27.94%
Highways and public improvements					
Highways					
4410.110 Road Wages and Contract Labor	984.00	0.00	422.50	3,000.00	14.08%
4410.130 Road Employee Benefits	75.29	0.00	32.20	200.00	16.10%
4410.275 Road Improvements	850.00	1,160.21	1,160.21	0.00	0.00%
4410.450 Road Department Supplies	0.00	0.00	5,148.58	1,000.00	514.86%
4410.810 Road Principal	36,000.00	0.00	37,000.00	36,000.00	102.78%
4410.820 Road Interest	27,243.41	0.00	26,375.00	27,275.00	96.70%
4415.110 Public Works Wages and Contract Labor	20,822.00	4,183.75	23,652.76	105,000.00	22.53%
4415.130 Public Works Employee Benefits	1,912.87	571.79	3,236.71	15,000.00	21.58%
4415.140 Public Works Employee Retirement - GASB 68	0.00	566.72	3,517.54	9,500.00	37.03%
4415.450 Public Works Supplies	2,744.25	113.95	1,724.97	6,000.00	28.75%
4415.550 Public Works Equipment Maintenance	3,548.41	4,335.27	8,060.66	3,000.00	268.69%
4415.560 Public Works Equipment Fuel	1,197.45	2,134.29	2,432.68	2,000.00	121.63%
4415.570 Public Works Travel, Mileage, Cell	0.00	0.00	0.00	500.00	0.00%
4415.615 Storm Drainage Improvements	2,432.00	0.00	0.00	0.00	0.00%
4415.740 Public Works Capital Outlay	13,000.00	0.00	0.00	0.00	0.00%
Total Highways	110,809.68	13,065.98	112,763.81	208,475.00	54.09%

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2025 to 10/31/2025
33.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Sanitation					
4420.460 Solid Waste Service	22,110.30	5,702.04	17,038.72	51,000.00	33.41%
Total Sanitation	22,110.30	5,702.04	17,038.72	51,000.00	33.41%
Total Highways and public improvements	132,919.98	18,768.02	129,802.53	259,475.00	50.03%
Parks, recreation, and public property					
Parks					
4540.110 Park/Rec Wages and Contract Labor	1,441.00	0.00	179.50	2,000.00	8.98%
4540.130 Park/Rec Employee Benefits	110.26	0.00	13.62	200.00	6.81%
4540.250 Park/Rec Department Expenses	514.72	0.00	0.00	1,000.00	0.00%
4540.460 Park/Rec Community Events Supplies	25.93	0.00	0.00	4,000.00	0.00%
Total Parks	2,091.91	0.00	193.12	7,200.00	2.68%
Total Parks, recreation, and public property	2,091.91	0.00	193.12	7,200.00	2.68%
Transfers					
4804 Transfer to Fund Balance	0.00	0.00	0.00	20,000.00	0.00%
4807 Transfer to Assigned Balance - Fire Impact Fees	0.00	0.00	0.00	(35,200.00)	0.00%
4809 Transfer to Assigned Balance - Roadway Impact Fee	0.00	0.00	0.00	24,600.00	0.00%
4810 Transfer to Assigned Balance -Storm Water Imp Fee	0.00	0.00	0.00	31,000.00	0.00%
4811 Transfer to Assigned Balance - Parks & Rec Fees	0.00	0.00	0.00	6,600.00	0.00%
Total Transfers	0.00	0.00	0.00	47,000.00	0.00%
Total Expenditures:	322,746.19	69,553.82	407,819.86	973,975.00	41.87%
Total Change In Net Position	(28,517.51)	(5,076.70)	(60,807.82)	0.00	0.00%

Town of Apple Valley
Operational Budget Report
51 Water Operations Fund - 07/01/2025 to 10/31/2025
33.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Income or Expense					
Income from Operations:					
Operating income					
5140 Water sales	265,433.85	45,634.05	140,272.60	670,000.00	20.94%
5150 Water standby fees	16,014.08	3,450.00	10,535.50	32,000.00	32.92%
5310 Connection fees	6,400.00	1,910.00	112,957.77	6,700.00	1,685.94%
5410 Late penalties and fees	1,559.79	0.00	0.00	3,000.00	0.00%
5490 Other operating income	38,759.85	10,000.00	20,084.00	2,250.00	892.62%
Total Operating income	328,167.57	60,994.05	283,849.87	713,950.00	39.76%
Operating expense					
6010 Clerical Contractor labor	0.00	0.00	0.00	300.00	0.00%
6011 Town Payroll Services	15,000.00	0.00	3,000.00	36,000.00	8.33%
6013 Water Salaries and Wages	20,769.30	15,588.05	53,183.21	95,000.00	55.98%
6014 Water Benefits	5,670.51	2,402.71	8,433.89	25,000.00	33.74%
6014.5 Water Employee Retirement - GASB 68	0.00	1,721.91	5,287.42	0.00	0.00%
6023 Travel	0.00	0.00	0.00	500.00	0.00%
6024 Training	250.00	0.00	3,689.18	1,200.00	307.43%
6025 Books/Subscriptions/Memberships	530.20	0.00	310.00	4,000.00	7.75%
6030 Office supplies and expenses	909.12	5.24	1,627.16	3,000.00	54.24%
6032 Postage	0.00	131.99	131.99	200.00	66.00%
6035 Bank service charges	(8.00)	0.00	0.00	100.00	0.00%
6040 Professional service	1,637.10	0.00	9,713.75	15,000.00	64.76%
6043 Accounting & Audit fees	1,750.00	41.94	47.18	10,000.00	0.47%
6044 Water test	1,952.54	225.00	2,040.00	5,000.00	40.80%
6045 Legal fees	4,850.00	0.00	1,455.00	20,000.00	7.28%
6050 Water System maintenance and repairs	1,303.57	158.25	34,078.77	15,000.00	227.19%
6051 Water System equipment	369.99	7.86	3,093.30	12,000.00	25.78%
6052 Well maintenance and repairs	1,328.26	1,525.20	2,419.17	20,000.00	12.10%
6053 Tank maintenance and repairs	350.13	1,122.26	1,122.26	11,000.00	10.20%
6054 Hydrant Testing & Maintenance	0.00	765.77	797.71	0.00	0.00%
6060 Water Equipment Costs Other than Fuel	4,013.80	1,716.59	5,730.41	1,000.00	573.04%
6061 Water Equipment Fuel	2,499.38	589.66	921.86	6,000.00	15.36%
6067 Utilities	11,305.81	0.00	11,850.87	20,000.00	59.25%
6068 Telephone & Internet	0.00	63.75	240.00	0.00	0.00%
6070 Water Dept Insurance	9,154.86	(1,187.53)	7,083.89	12,000.00	59.03%
6095 Depreciation expense	52,194.13	13,490.46	53,352.94	165,000.00	32.34%
Total Operating expense	135,830.70	38,369.11	209,609.96	477,300.00	43.92%
Total Income from Operations:	192,336.87	22,624.94	74,239.91	236,650.00	31.37%
Non-Operating Items:					
Non-operating income					
5510 Grants	35,200.00	0.00	0.00	0.00	0.00%
5520 Impact fees	71,152.00	17,788.00	35,576.00	90,000.00	39.53%
5610 Interest income	4,466.53	1,429.82	5,789.43	12,000.00	48.25%
5690 Sundry Revenue	0.00	0.00	0.00	500.00	0.00%
Total Non-operating income	110,818.53	19,217.82	41,365.43	102,500.00	40.36%
Non-operating expense					
6080 Interest expense	27,678.73	6,772.29	27,155.77	83,110.00	32.67%
Total Non-operating expense	27,678.73	6,772.29	27,155.77	83,110.00	32.67%
Total Non-Operating Items:	83,139.80	12,445.53	14,209.66	19,390.00	73.28%
Total Income or Expense	275,476.67	35,070.47	88,449.57	256,040.00	34.55%

Town of Apple Valley**WATER USAGE ANALYSIS**

	COMPARABLE ACCTS			TOTAL SYSTEM		
	2024/2025	2023/2024	Over/ (Under)	2024/2025	2023/2024	Over/ (Under)
JUL 2024	5,636,140	4,175,649	1,460,491	8,878,424	5,479,963	3,398,461
AUG	5,668,974	5,186,555	482,419	6,948,130	6,109,615	838,515
SEP	5,312,309	3,383,692	1,928,617	6,979,299	3,797,812	3,181,487
OCT	4,579,587	4,317,647	261,940	5,271,210	4,543,937	727,273
NOV	2,732,446	3,051,942	(319,496)	3,062,903	3,157,262	(94,359)
DEC	2,557,924	2,496,641	61,283	2,785,854	2,524,351	261,503
JAN 2025	2,021,606	1,929,335	92,271	2,958,671	2,217,125	741,546
FEB	2,135,835	1,628,010	507,825	2,668,605	1,648,950	1,019,655
MAR	2,259,604	2,204,640	54,964	3,479,383	2,530,120	949,263
APR	4,352,473	3,847,822	504,651	4,705,353	4,124,592	580,761
MAY	6,299,814	6,147,165	152,649	6,819,479	6,512,172	307,307
JUNE	7,325,980	6,882,997	442,983	7,670,940	7,313,637	357,303
FY2025 SUBTOTALS	50,882,692	45,252,095	5,630,597	62,228,251	49,959,536	12,268,715
	2025/2026	2024/2025	Over/ (Under)	2025/2026	2024/2025	Over/ (Under)
JUL 2025	9,396,900	8,198,934	1,197,966	10,378,670	8,652,204	1,726,466
AUG	6,847,030	6,257,214	589,816	7,169,566	6,800,544	369,022
SEP	5,034,777	5,888,649	(853,872)	5,699,327	6,734,429	(1,035,102)
OCT			0			0
NOV			0			0
DEC			0			0
JAN 2026			0			0
FEB			0			0
MAR			0			0
APR			0			0
May			0			0
JUNE			0			0
FY2026 SUBTOTALS	21,278,707	20,344,797	933,910	23,247,563	22,187,177	1,060,386

Comparable Accounts: Had usage in both years

Total System: All usage

Town of Apple Valley**WATER USAGE ANALYSIS**

	COMPARABLE ACCTS			TOTAL SYSTEM		
	2024/2025	2023/2024	Over/ (Under)	2024/2025	2023/2024	Over/ (Under)
JUL 2024	5,636,140	4,175,649	1,460,491	8,878,424	5,479,963	3,398,461
AUG	5,668,974	5,186,555	482,419	6,948,130	6,109,615	838,515
SEP	5,312,309	3,383,692	1,928,617	6,979,299	3,797,812	3,181,487
OCT	4,579,587	4,317,647	261,940	5,271,210	4,543,937	727,273
NOV	2,732,446	3,051,942	(319,496)	3,062,903	3,157,262	(94,359)
DEC	2,557,924	2,496,641	61,283	2,785,854	2,524,351	261,503
JAN 2025	2,021,606	1,929,335	92,271	2,958,671	2,217,125	741,546
FEB	2,135,835	1,628,010	507,825	2,668,605	1,648,950	1,019,655
MAR	2,259,604	2,204,640	54,964	3,479,383	2,530,120	949,263
APR	4,352,473	3,847,822	504,651	4,705,353	4,124,592	580,761
MAY	6,299,814	6,147,165	152,649	6,819,479	6,512,172	307,307
JUNE	7,325,980	6,882,997	442,983	7,670,940	7,313,637	357,303
FY2025 SUBTOTALS	50,882,692	45,252,095	5,630,597	62,228,251	49,959,536	12,268,715
	2025/2026	2024/2025	Over/ (Under)	2025/2026	2024/2025	Over/ (Under)
JUL 2025	9,396,900	8,198,934	1,197,966	10,378,670	8,652,204	1,726,466
AUG	6,847,030	6,257,214	589,816	7,169,566	6,800,544	369,022
SEP	5,034,777	5,888,649	(853,872)	5,699,327	6,734,429	(1,035,102)
OCT	4,124,813	4,516,150	(391,337)	4,712,513	5,077,500	(364,987)
NOV			0			0
DEC			0			0
JAN 2026			0			0
FEB			0			0
MAR			0			0
APR			0			0
May			0			0
JUNE			0			0
FY2026 SUBTOTALS	25,403,520	24,860,947	542,573	27,960,076	27,264,677	695,399

Comparable Accounts: Had usage in both years

Total System: All usage



TOWN COUNCIL HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, October 15, 2025 at 6:00 PM

MINUTES

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

PLEDGE OF ALLEGIANCE

PRAYER – Prayer 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

During the October 15, 2025 Town Council Meeting, Mayor Farrar reported that one of the town's older water tanks had developed another leak, requiring it to be drained for repairs. The Mayor stated that approximately half of the repair work had been completed and was expected to be finished the following day. The internal damage was worse than initially anticipated due to rusting metal, but the Mayor noted that water pressure to residents had not been affected.

The Mayor discussed the ongoing design process for the new one-million-gallon concrete water tank, which would replace the two existing 240,000-gallon tanks. The new tank was expected to double capacity, maintain cooler water temperatures, and reduce the risk of contamination. The Mayor said the town's engineer, attorney, and contractor were working on finalizing easements, with construction anticipated to begin by the end of the year and completion projected in about six months.

The Mayor also mentioned that the agenda included a proposed water usage rate reduction, which the town was pleased to offer. Additionally, the Mayor reminded residents to register to vote before the upcoming election, noting that increased voter registration benefits the town's representation and standing with the state.

Council Member Sair reported that maintenance crews were actively clearing drainage ditches and addressing the worst areas first. Equipment was being left temporarily on-site for convenience and efficiency, and the public was assured this was a short-term arrangement.

Council Member Spendlove announced a community "Trick or Treat" event scheduled for Saturday, October 25, from 4:00 to 8:00 p.m. at the Apple Valley Community Garden. The event would include pulled pork sandwiches and macaroni salad plates for purchase as part of a fundraiser for the Community Garden. Pre-orders could be made through Facebook or by contacting a community member directly.

Commissioner Palmer added that pumpkins would be available for children free of charge during the event, noting that smaller pumpkins would be provided in containers for safety and convenience.

The Mayor concluded by commending the upcoming community activities and thanked participants for their involvement.

PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

Resident Travis Wells addressed the Council with questions regarding the proposed water rate adjustments. Wells inquired about the reasoning behind the reduction in residential water rates per 1,000 gallons and asked how the town was able to provide water at a lower cost. Wells also questioned why bulk water rates were being increased while residential rates were being reduced, seeking clarification on how the two changes were justified.

Additionally, Wells commented on Item 3 of the agenda concerning the development agreement with Jepson Canyon Resort Development Co. Inc. He stated that residents applying for building permits were currently charged for one acre-foot of water each, while the development agreement accounted for 227 lots and 196 acre-feet of water, representing a difference of approximately 58 acre-feet. Wells expressed concern that this discrepancy created an inconsistency in treatment between individual residents and developers, noting that at the current rate per acre-foot, the difference would amount to roughly \$58,000. He concluded by emphasizing the importance of fairness and equal application of fees among all users.

- Recording Audio Glitch at 8:07 until 9:44

PUBLIC HEARING

1. Resolution R-2025-22, Amend Title 01.20.010 Residential Usage Fees and 01.20.030 Bulk Meter Usage Fees.

After resolving a brief livestream issue, Mayor Farrar reopened the public hearing for Resolution R-2025-22, which proposed amendments to Title 01.20.010 regarding residential usage fees and Title 01.20.030 regarding bulk meter usage fees.

The Mayor explained that the changes resulted from the Town's consolidation of the Big Plains Water Special Service District back under the Town of Apple Valley. This transition reduced administrative expenses, creating cost savings that allowed the Town to lower residential water usage rates. The Mayor stated that the Town Council and staff had received complaints from residents about difficulty maintaining landscaping and keeping yards green. While acknowledging that Apple Valley is located in a desert climate, the Mayor said the Town wanted to pass some of the savings back to residents to help alleviate those concerns.

The Mayor also noted that the resolution included an increase to bulk water rates within Apple Valley proper, designed to promote water conservation and protect the local aquifer. To accommodate contractors, the Town installed a bulk meter connection at the Cook Well site, which uses non-potable water outside the town's aquifer. Contractors would be able to obtain water there at a 50% reduced rate for construction purposes.

The Mayor concluded by stating that residential rate reductions were applied consistently across all usage tiers and invited public comments on the proposed changes. No comments were made in person or online. The Mayor subsequently closed the public hearing for Resolution R-2025-22.

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

Mayor then opened the public hearing for Resolution R-2025-23, a fee schedule amendment related to the water rate adjustments discussed under the previous item. The Mayor explained that this resolution served to update the Town's official fee schedule to reflect the newly proposed water usage rates. No public comments were made in person or online. The Mayor subsequently closed the public hearing for Resolution R-2025-23.

3. Resolution R-2025-25 Approval of the Water Agreement with Jepson Canyon Resort Development Co. Inc.

Mayor Farrar opened the public hearing for Resolution R-2025-25, which concerned approval of a new water agreement with Jepson Canyon Resort Development Co. Inc. The Mayor explained that this agreement corresponded with the forthcoming Master Development Agreement (MDA) scheduled for review on October 29, 2025, and that the public hearing was being held in advance as previously noticed. The agreement would be processed concurrently with the MDA.

The Mayor stated that the new water agreement superseded all prior agreements with the developer, except for the water rights already dedicated. The updated MDA reduced the total number of residential dwelling units from approximately 580 to 227. The Mayor clarified that the agreement applied solely to water supply matters and emphasized that no water for the project would come from the Town's existing aquifer.

Referencing a U.S. Geological Survey study, the Mayor explained that a fault line running along Main Street divides the aquifer, and that the Town's priority was to protect its existing water sources. As a result, developers were required to obtain water from areas east of Main Street. Under the agreement, Jepson Canyon Resort Development Co. Inc. would be responsible for all costs associated with drilling new wells, installing pipelines, securing easements, and constructing a storage tank to serve its development.

The Mayor noted that the developer had previously dedicated 169 acre-feet of water rights. For the 227 residential lots, the Town agreed to accept that amount. Any future commercial uses, pools, or expanded landscaping would require additional water rights as determined by the Town engineer and a supporting water study.

The Mayor stated that the Town Attorney had reviewed and approved the agreement for legal sufficiency. He emphasized that the purpose of the agreement was to protect the Town's aquifer and ensure that all new developments bring in external water sources.

No public comments were received in person or online. The Mayor then closed the public hearing for Resolution R-2025-25.

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.

The Council reviewed Ordinance O-2025-34, a proposed zone change request submitted by Joseph and Kituran Neppl for property located at 325 North Cougar Lane, parcel AV-1351-C. The proposal sought to rezone the property from Open Space Transition (OST) to Agricultural 5 Acres (AG-5) to allow construction of a single-family residence.

Mayor Farrar explained that the property was located south of Highway 59, in an area where several lots had previously been divided, requiring the installation of a bridge or culverts for access. He noted that the applicant's request aligned with surrounding parcels, some of which were already zoned AG-5, while others remained OST.

The Mayor stated that the Planning Commission had recommended approval of the proposed zone change during its meeting held on October 8, 2025. He commented that the rezoning supported

appropriate land use and residential development consistent with the area's character and the Town's long-term planning objectives.

MOTION: Council Member Taylor moved we approve 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.

Before action was taken, Council Member Sair asked whether the bridge issue in the area had been resolved. Mayor Farrar confirmed that the applicant had installed the required culverts, completed all necessary engineering work, and met all fire code requirements, allowing construction to proceed.

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.

5. Resolution R-2025-25 Approval of the Water Agreement with Jepson Canyon Resort Development Co. Inc.

The Council reviewed Resolution R-2025-25, approving a new water agreement with Jepson Canyon Resort Development Co. Inc.

Mayor Farrar stated that the details of the agreement had already been presented during the public hearing earlier in the meeting. The Mayor asked if any Council Members had questions or concerns regarding the agreement.

Council Member Sair inquired when the developer planned to begin the project. The Mayor explained that the Master Development Agreement (MDA) was scheduled for Council consideration on October 29, 2025. He noted that Jepson Canyon had a potential buyer, but the project would still require multiple steps following the MDA approval, including the completion of necessary agreements with the Town.

The Mayor requested that, if a motion was made, it include authorization for the Mayor to make minor adjustments to the agreement to address clerical or procedural corrections, provided no major changes occurred that would require additional Council action.

The Mayor further clarified that the new water agreement superseded all prior agreements with the developer, except for the previously dedicated water rights, which remained valid and recognized by the Town.

MOTION: Council Member Taylor moved we approve Resolution R-2025-25 Approval of the Water Agreement with Jepson Canyon Resort Development Co. Inc. In addition, the mayor may make small modifications to the agreement.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

6. Ordinance O-2025-35, Amend Title 10.28.150 Utility Requirements.

*Planning Commission recommended approval on October 8, 2025.

The Council reviewed Ordinance O-2025-35, an amendment to Title 10.28.150, Utility Requirements, which had been recommended for approval by the Planning Commission on October 8, 2025.

Mayor Farrar stated that the ordinance represented a housekeeping update related to the transition of water and utility management from the former Big Plains Water Special Service District to the Town of Apple Valley. The Mayor described the amendment as a straightforward administrative revision to align Town code with current operations.

MOTION: Council Member Spendlove motioned O-2025-35, Amending Title 10.28.150 Utility Requirements. Planning Commission recommended approval on October 8, 2025.

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.

7. Ordinance O-2025-36, Repeal Title 10.28.130 Minimum Height Of Main Building.

*Planning Commission recommended approval on October 8, 2025.

Mayor Farrar explained that the repeal was a housekeeping matter. The existing ordinance contained language that limited buildings in Apple Valley to a single story, which was inaccurate and inconsistent with current zoning and construction standards. The Mayor noted that the provision had been identified as an outdated or erroneous section of code.

MOTION: Council Member Taylor moved we approve Ordinance O-2025-36, Repeal Title 10.28.130 Minimum Height Of Main Building. Planning Commission recommended approval on October 8, 2025.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a Roll Call vote:

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

The vote was unanimous and the motion carried.

8. Resolution R-2025-22, Amend Title 01.20.010 Residential Usage Fees and 01.20.030 Bulk Meter Usage Fees.

The Council reviewed Resolution R-2025-22, which amended Title 01.20.010, Residential Usage Fees, and Title 01.20.030, Bulk Meter Usage Fees.

Mayor Farrar asked if there were any questions regarding the resolution, noting that Council Members had previously reviewed and discussed the proposal individually.

Council Member Spendlove expressed support for the amendment, stating that it incentivized contractors to use non-potable water sources while providing a financial benefit for doing so. The Council Member Sair emphasized that the change would encourage responsible water use and help protect the town's aquifer.

Mayor Farrar agreed, reiterating that the new fee structure maintained the existing rate for the first 5,000 gallons but provided greater affordability for typical residential usage, which averages around 25,000 gallons per month. He explained that the Town's consolidation of the Big Plains Water Special Service District had resulted in cost savings, allowing the Town to reduce rates for residents while slightly increasing costs for the highest-volume users.

The Mayor noted that the adjustment was designed to balance fairness, conservation, and operational sustainability, with most residents expected to benefit from the revised rate structure.

MOTION: Council Member Taylor moved we approve Resolution R-2025-22, Amend Title 01.20.010 Residential Usage Fees and 01.20.030 Bulk Meter Usage Fees.

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.

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

The Council reviewed Resolution R-2025-23, a fee schedule amendment related to the previously approved water rate changes.

Mayor Farrar explained that the resolution served as a procedural step to incorporate the newly adopted residential and bulk meter usage fee adjustments from Resolution R-2025-22 into the Town's official fee schedule. The update would ensure that the revised water rates were formally reflected in the Town's published documents and made available on the Town's website.

MOTION: Council Member Taylor moved we approve Resolution R-2025-23, Fee Schedule Amendment.

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.

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

- Recording Audio Glitch at 26:30 until 27:39

The Council reviewed Resolution R-2025-24, which proposed amending Section VI of the Town's Purchasing Policy relating to the acceptance of donations.

Mayor Farrar explained that the purpose of the amendment was to simplify and clarify the process for accepting donations to the Town. Under the revised policy, donations valued at less than \$200 could be accepted without formal Town Council approval, while donations of \$200 or more would still require Council authorization. The amendment also included minor restrictions and procedural guidance regarding cash donations to ensure accountability and compliance with established financial policies.

The Mayor described the changes as a practical adjustment intended to make the donation process more efficient for both residents and staff. No Council Members raised questions or concerns regarding the proposal.

MOTION: Council Member Sair motioned to approve Resolution R-2025-24, Amend Purchasing Policy Section 6 (VI) Donations.

SECOND: The motion was seconded by Council Member XX.

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

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.

The Council reviewed the Consent Agenda, which included the following items:

- Formal acceptance of a \$100 donation to the Apple Valley Fire Department from the Firefighters Charitable Foundation, received on September 3, 2025.
- Approval of the minutes from the September 17, 2025 Town Council Meeting.

Mayor Farrar noted that the Town's financial statements were not yet complete and would be placed on the agenda for the next Council meeting, potentially on October 29, 2025. The Mayor asked if there were any questions or concerns regarding the consent items.

No objections were raised, and the Council proceeded with approval.

MOTION: Council Member Spendlove motioned we accept the Consent Agenda, number 11, formally accept a \$100 donation to the Fire Department from the Firefighters Charitable Foundation and number 12, Minutes: September 17, 2025 - Town Council Meeting.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a vote:

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

The vote was unanimous and the motion carried.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

No request.

ADJOURNMENT

MOTION: Council Member Sair motioned to adjourn.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a vote:

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

The vote was unanimous and the motion carried.

Meeting adjourned at 6:30 PM

Date Approved: _____

Approved BY: _____
Mayor | Michael L. Farrar

Attest BY: _____
Recorder | Jenna Vizcardo

DRAFT