TOWN COUNCIL HEARING AND MEETING

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

AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Wednesday, May 20, 2026**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

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

Please be advised that the meeting will be held electronically and broadcast via Zoom. Persons allowed to comment during the meeting may do so via Zoom. Login to the meeting by visiting:
https://us02web.zoom.us/j/82661513795
if the meeting requests a password use 1234
To call into meeting, dial (253) 215 8782 and use Meeting ID 826 6151 3795

CALL TO ORDER
PLEDGE OF ALLEGIANCE
PRAYER
ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

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

PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

PUBLIC HEARING

1. Ordinance O-2026-12, Amend Title 9.04 Animal Services and Control.
2. Ordinance O-2026-13, Amending the compensation for the Town Clerk/Building Permit Supervisor.
3. Resolution R-2026-15, Amend Title 01.15.000 Bulk Water Sales of the Apple Valley Water Department.
4. Resolution R-2026-16, Amending the Apple Valley Fee Schedule Related to Bulk Water Meters and Cemetery Fees.

DISCUSSION AND ACTION

5. Ordinance O-2026-12, Amend Title 9.04 Animal Services and Control.
6. Ordinance O-2026-13, Amending the compensation for the Town Clerk/Building Permit Supervisor.
7. Resolution R-2026-14, Amend Policies and Procedures (Salary Planning) regarding Fire Stipend Update.
8. Resolution R-2026-15, Amend Title 01.15.000 Bulk Water Sales of the Apple Valley Water Department.
9. Resolution R-2026-16, Amending the Apple Valley Fee Schedule Related to Bulk Water Meters and Cemetery Fees.
10. Resolution R-2026-17, Amend Title 1.04.030 Disputed Bills of the Apple Valley Water Department.
11. Granting View-Only Access to the Town's State Bank of Southern Utah Account for Finance Clerk LettieKay Ballard.

DISCUSSION

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

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.

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

REQUEST FOR A CLOSED SESSION: IF NECESSARY

ADJOURNMENT

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

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.

APPLE VALLEY
ORDINANCE O-2026-12

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

SECTION 1: **AMENDMENT** "9.04.020 Biting Animal To Be Quarantined For Observation" of the Apple Valley Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9.04.020 Biting Animal To Be Quarantined For Observation

Any dog or other animal of a species subject to rabies which is known to have bitten or injured any person so as to cause an abrasion of the skin shall be placed in confinement under observation of a veterinary hospital or the county dog pound, or in the care of a responsible owner, and shall not be killed or released until at least two (2) weeks after the biting or injury has occurred in order to determine whether or not the animal has rabies. If the animal dies or has been killed, its head shall be removed and immediately taken to the state health laboratory to be examined for rabies.

AFTER AMENDMENT

9.04.020 Biting Animal To Be Quarantined For Observation

Any dog or other animal of a species subject to rabies which is known to have bitten or injured any person so as to cause an abrasion of the skin shall be placed in confinement under observation of a veterinary hospital or the county dog pound, or in the care of a responsible owner, and shall be handled, confined, and observed in accordance with Utah Administrative Code R386-702 and direction of the local health department ~~and shall not be killed or released until at least two (2) weeks after the biting or injury has occurred in order to determine whether or not the animal has rabies~~. ~~If the animal dies or has been killed, its head shall be removed and immediately taken to the state health laboratory to be examined for rabies~~.

SECTION 2: **AMENDMENT** "9.04.030 Rabies Contacts Quarantined" of the Apple Valley Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9.04.030 Rabies Contacts Quarantined

Any animal of a species subject to rabies which has been bitten by a know rabid animal or has

been in intimate contact with a rabid animal shall be isolated in a suitable place approved by the poundmaster for a period of one hundred twenty (120) days or destroyed.

AFTER AMENDMENT

9.04.030 Rabies Contacts Quarantined

Any animal of a species subject to rabies which has been bitten by a confirmed or suspected ~~know~~ rabid animal or has been in intimate contact with a rabid animal shall be managed in accordance with Utah Administrative Code R386-702, including quarantine, vaccination, observation, or euthanasia as directed by the local health department ~~isolated in a suitable place approved by the poundmaster for a period of one hundred twenty (120) days or destroyed~~.

SECTION 3: **AMENDMENT** "9.04.040 Penalty" of the Apple Valley Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9.04.040 Penalty

Any person violating any of the provisions of this article shall be deemed guilty of a class B misdemeanor and, upon conviction, subject to penalty as provided in section 1.08.010 of this code.

AFTER AMENDMENT

9.04.040 Penalty

Any person violating any of the provisions of this article shall be deemed guilty of a class B misdemeanor and, upon conviction, subject to penalty as provided in section 1.08.010 of this code. Failure to comply with any lawful order of the local health department issued pursuant to rabies control shall constitute a violation of this section.

SECTION 4: **AMENDMENT** "9.03.060 Rabies Vaccination" of the Apple Valley Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9.03.060 Rabies Vaccination

Rabies vaccination is required for dogs and cats. Every owner of any dog or cat over the age of four (4) months within the limits of the town shall have the dog or cat vaccinated against

rabies by a duly licensed veterinarian, shall secure from the veterinarian a certificate thereof, and shall attach to the collar or harness, which such person is required to place upon the animal, a tag showing that such vaccination has been done; provided, that the county commission may, by resolution, provide that the owners of any dog or cat may themselves purchase serum and vaccinate their own dogs or cats. The resolution shall also prescribe the conditions with which the owner must comply to obtain the tag hereinafter required.

AFTER AMENDMENT

9.03.060 Rabies Vaccination

Rabies vaccination is required for dogs and cats. Every owner of any dog or cat over the age of four (4) months within the limits of the town shall have the dog or cat vaccinated against rabies in accordance with Utah Administrative Code R386-702 and applicable state law. Proof of current rabies vaccination shall be maintained by the owner and provided upon request by the Town or animal control authority. ~~by a duly licensed veterinarian, shall secure from the veterinarian a certificate thereof, and shall attach to the collar or harness, which such person is required to place upon the animal, a tag showing that such vaccination has been done; provided, that the county commission may, by resolution, provide that the owners of any dog or cat may themselves purchase serum and vaccinate their own dogs or cats. The resolution shall also prescribe the conditions with which the owner must comply to obtain the tag hereinafter required~~.

SECTION 5: **AMENDMENT** "9.03.070 Dogs And Cats Required To Have Rabies Shot" of the Apple Valley Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9.03.070 Dogs And Cats Required To Have Rabies Shot

It shall be unlawful for the owner of any dog or cat to suffer, allow or permit such animal to be or go upon any sidewalk, street, alley or public place within the limits of the town, without first having had such animal vaccinated against rabies. Every dog shall be vaccinated every two (2) years against rabies and every cat shall be vaccinated every twelve (12) months with a modified rabies virus vaccine. It shall also be unlawful for any such animal to be without a tag thereon showing that such animal has been vaccinated.

AFTER AMENDMENT

9.03.070 Dogs And Cats Required To Have Rabies Shot

~~It shall be unlawful for the owner of any dog or cat to suffer, allow or permit such animal to be~~

~~or go upon any sidewalk, street, alley or public place within the limits of the town, without first having had such animal vaccinated against rabies. Every dog shall be vaccinated every two (2) years against rabies and every cat shall be vaccinated every twelve (12) months with a modified rabies virus vaccine. It shall also be unlawful for any such animal to be without a tag thereon showing that such animal has been vaccinated.~~

SECTION 6: **AMENDMENT** "9.02.070 Diseased Animals" of the Apple Valley Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9.02.070 Diseased Animals

It is unlawful for any person to bring into the limits of the town, for sale or have in his possession with intent to sell or offer for sale, any animal which has a communicable disease or which has been exposed to or which is liable to carry infection from a communicable disease.

AFTER AMENDMENT

9.02.070 Diseased Animals

It is unlawful for any person to bring into the limits of the town, for sale or have in his possession with intent to sell or offer for sale, any animal which has a communicable disease or which has been exposed to or which is liable to carry infection from a communicable disease. This section shall not apply to animals being managed under the direction of the local health department pursuant to state law, including rabies control measures.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

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

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Michael Farrar, Mayor, Apple Valley

TOWN OF APPLE VALLEY

ORDINANCE NO. O-2026-13

AN ORDINANCE AMENDING THE COMPENSATION OF THE TOWN CLERK/BUILDING PERMIT SUPERVISOR.

SECTION 1. AUTHORITY

This Ordinance is adopted pursuant to Utah Code § 10-3-818, which authorizes a municipality to establish compensation for municipal officers by ordinance.

The Town Clerk is an appointed municipal officer of the Town of Apple Valley.

SECTION 2. COMPENSATION ADJUSTMENT

The Town Council hereby recognizes the assignment of additional supervisory responsibilities associated with the role of Town Clerk/Building Permit Supervisor.

The hourly compensation of the Town Clerk/Building Permit Supervisor is hereby increased by One Dollar ($1.00) per hour above the currently authorized hourly rate.

All other duties, responsibilities, and employment conditions shall remain unchanged.

SECTION 3. EFFECTIVE DATE

This Ordinance shall take effect upon adoption and publication as required by Utah Code § 10-3-711.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley, Utah, this 20 day of May, 2026.

Councilmember (check one per seat):

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

TOWN OF APPLE VALLEY
A Utah municipal Corporation

ATTEST:

Michael Farrar, Mayor

Jenna Vizcardo, Town Recorder

APPLE VALLEY
RESOLUTION R-2026-14

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

SECTION 1: **AMENDMENT** "Salary Planning" of the Apple Valley Policies & Procedures is hereby *amended* as follows:

BEFORE 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 $200.00 per meeting.
   (2) Planning Commission meeting attendance for Planning Commissioners may be compensated at $100.00 per meeting.
b. 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.
c. 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 $10/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.

AFTER 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 $200.00 per meeting.
            (2) Planning Commission meeting attendance for Planning Commissioners may be compensated at $100.00 per meeting.
        b. 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.
        c. 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 $10/drill.
                (E) R1911 Coverage; $150/24 hour block, $75/12 hour block; To be eligible for this coverage, the following certification requirements must be met. Meeting these requirements does not guarantee eligibility; final approval rests with the Fire Chief.
                    (a) EMT-B
                    (b) Red Card (FF2)
                    (c) ICS 100, 200, 700
                    (d) UFRA FF1 (or equivalent)
            (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.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

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

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Michael Farrar, Mayor, Apple Valley

APPLE VALLEY
RESOLUTION R-2026-15

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

SECTION 1: **AMENDMENT** "01.15.000 Bulk Water Sales" of the Apple Valley Water Department is hereby *amended* as follows:

BEFORE AMENDMENT

01.15.000 Bulk Water Sales

A. Bulk Water Sales: Customers may apply for rental of a bulk meter for bulk water purchase.
B. Application Required. Customers will apply for bulk water purchase by filling out an application for bulk water meter rental.
C. Procedures for Processing Bulk Water Applications: Staff will review the application for completeness and ensure all fees are paid. The Staff will then annotate the meter number and the current meter reading.
D. Verbal Communication with Water Superintendent Required: Bulk Water Customers are required to verbally communicate with the Water Superintendent before usage. The Water Superintendent will inform the customer which hydrant to use and instruct the applicant on safe use.
E. Deposit and Other Fees. A deposit of $1,000 is required for the rental of a bulk water meter. This deposit will remain on the account to cover any unpaid fees or to repair any damage to district property. Any remaining deposit amount is refundable once the account is settled in full and all equipment is returned in proper working condition. Rental and water usage fees are outlined in Appendix A.
F. The Customer must report the location the water is being used on. If the meter needs to be moved, the location must be reported to Staff.
G. Loaning or subletting the meter, or removing water from the Town of Apple Valley is strictly prohibited.
H. Customers Must Use Designated Hydrant. The Water Superintendent will inform the customer of which hydrant to use. The Customer must use the designated hydrant or hydrants, or the bulk use agreement will be terminated.
I. Customers Responsible for Meter Reading. Customers are required to bring the bulk meter into the Town office by the last day of the usage month according to the date of application. Failure to bring the meter in by the 5th day of the following usage month will result in a $250 fee. Failure to bring it in within 30 days following a usage month will result in an additional $250 fee and the termination of the bulk water usage agreement.
J. Payment policy: Bulk water meter will be invoiced monthly and must be paid in full

by the due date each month. Failure to submit timely payments may result in finance charges, the suspension of bulk meter privileges, and forfeiture of the deposit.

K. Customers Responsible for Damage or Loss. Any damage to or loss of meter, fire hydrant, other equipment or property will be paid for at the expense of the customer.

L. Tampering with Meter Prohibited. Any intentional tampering with the meter, to include customers attempting to repair the meter, will result in termination of the bulk meter usage agreement and fines may be imposed.

M. All provisions stated on the application are applicable and shall be adhered to. A lien may be placed on the property being serviced for all unpaid charges and cost of collection. Anyone who maliciously, willfully, or negligently consumes water from the District without approval may be subject to misdemeanor or civil charges.

AFTER AMENDMENT

01.15.000 Bulk Water Sales

A. Bulk Water Sales: Customers may apply for rental of a bulk meter for bulk water purchase.

B. Application Required. Customers will apply for bulk water purchase by filling out an application for bulk water meter rental.

C. Procedures for Processing Bulk Water Applications: Staff will review the application for completeness and ensure all fees are paid. The Staff will then annotate the meter number and the current meter reading.

D. Verbal Communication with Water Superintendent Required: Bulk Water Customers are required to verbally communicate with the Water Superintendent before usage. The Water Superintendent will inform the customer which hydrant to use and instruct the applicant on safe use.

E. Deposit and Other Fees. A deposit of $2000 ~~1,000~~ is required for the rental of a bulk water meter. This deposit will remain on the account to cover any unpaid fees or to repair any damage to district property. Any remaining deposit amount is refundable once the account is settled in full and all equipment is returned in proper working condition. Rental and water usage fees are outlined in Appendix A.

F. The Customer must report the location the water is being used on. If the meter needs to be moved, the location must be reported to Staff.

G. Loaning or subletting the meter, or removing water from the Town of Apple Valley is strictly prohibited.

H. Customers Must Use Designated Hydrant. The Water Superintendent will inform the customer of which hydrant to use. The Customer must use the designated hydrant or hydrants, or the bulk use agreement will be terminated.

I. Customers Responsible for Meter Reading. Customers are required to bring the bulk meter into the Town office by the last day of the usage month according to the date of application. Failure to bring the meter in by the 5th day of the following usage month will result in a $250 fee. Failure to bring it in within 30 days following a usage month will result in an additional $250 fee and the termination of the bulk water usage agreement.

J. Payment policy: Bulk water meter will be invoiced monthly and must be paid in full by the due date each month. Failure to submit timely payments may result in finance charges, the suspension of bulk meter privileges, and forfeiture of the deposit.
K. Customers Responsible for Damage or Loss. Any damage to or loss of meter, fire hydrant, other equipment or property will be paid for at the expense of the customer.
L. Tampering with Meter Prohibited. Any intentional tampering with the meter, to include customers attempting to repair the meter, will result in termination of the bulk meter usage agreement and fines may be imposed.
M. All provisions stated on the application are applicable and shall be adhered to. A lien may be placed on the property being serviced for all unpaid charges and cost of collection. Anyone who maliciously, willfully, or negligently consumes water from the District without approval may be subject to misdemeanor or civil charges.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

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

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Michael Farrar, Mayor, Apple Valley

FEE SCHEDULE

(**Adopted on January 21, 2026** **Proposal May 20, 2026**)

Administrative Fees

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

Photocopies:	8 1/2 x 11 single or double sided on town paper	**$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**

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**
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	**$14.66 (As of January 1, 2026)**

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

TOTAL VALUATION	*FEE*
Valuation = Square Feet x Current ICC Building Valuation	
$1 to $500	$23.50
$501 to $2,000	$23.50 for the first $500 plus $3.05 for each additional $100 or fraction thereof, to and including $2,000
$2,001 to $25,000	$69.25 for the first $2,000 plus $14.00 for each additional $1,000 or fraction thereof, to and including $25,000

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

Refunds

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

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

Application accepted; no further work done	**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 (TO BE PAID BY MORTUARY)			
	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 1st Open~~	~~Double the Standard Fee~~	~~Double the Standard Fee~~
CEMETERY OPERATION FEE (non-refundable)			
	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-inchConnection Fee: $1,600

1-inch Connection Fee: $1,900

1.5-inch Connection Fee: $2,900

2-inch or Larger Connection Fee: Quoted Upon Request

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

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

01.20.020 Commercial

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

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

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

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

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

Commercial Usage Fees: $1.50 per 1,000 Gallons

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

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

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

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

01.20.030 Bulk Meter

Bulk Meter Usage Fees:

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

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

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

The meter must be read at least every 30 days.

A $2000 ~~1,000~~ meter deposit is required.

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

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

01.20.040 Cost Of Services

COST OF SERVICES

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

14.02 Impact Fee Enactment

https://applevalley.municipalcodeonline.com/book?type=ordinances#name=14.02_Impact_Fee_Enactment

14.02.080 Impact Fee Schedules And Formulas

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

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

Impact Fee Schedules:

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

Table 1 - Storm Water Impact Fee

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

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

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

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

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

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

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

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

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

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

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

NON STANDARD IMPACT FEES: The Town reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that a specific land use will have upon the Town's transportation system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category. The Town may adjust the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be different than what is proposed in this analysis.

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

TOWN OF APPLE VALLEY, UTAH
RESOLUTION NO. R-2026-16

A RESOLUTION AMENDING THE APPLE VALLEY FEE SCHEDULE TO UPDATE BULK WATER METER AND CEMETERY FEES

WHEREAS, the Town Council of Apple Valley has adopted a fee schedule for services provided by the Town and the Apple Valley Water Department; and

WHEREAS, the Town Council finds it necessary and appropriate to amend portions of the fee schedule related to bulk water meter deposits and cemetery operations; and

WHEREAS, the Town Council finds that increasing the bulk water meter deposit will better protect Town property and ensure payment of outstanding balances and damages; and

WHEREAS, the Town Council further finds that amendments to cemetery fees and terminology are necessary to accurately reflect the current level of cemetery services and operational costs;

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

SECTION 1. Fee Schedule Amendment.
The Town of Apple Valley Fee Schedule is hereby amended as follows:

A. The bulk water meter deposit shall be increased from $1,000 to $2,000.

B. The Fee Schedule shall be amended to include the following provision regarding lost, unreturned, or unreadable bulk water meters:

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

C. Cemetery fees and terminology shall be updated to replace the term “Perpetual Care Fee” with “Cemetery Operation Fee,” and related cemetery fees shall be amended as reflected in the approved fee schedule attached hereto.

SECTION 2. Effective Date.
This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED by the Town Council of Apple Valley, Utah, this 20th day of May, 2026.

PRESIDING OFFICER: ATTEST:

_____ _____

Mike Farrar, Mayor 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	_____	_____	_____	_____

APPLE VALLEY
RESOLUTION R-2026-17

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

SECTION 1: **AMENDMENT** "1.04.030 Disputed Bills" of the Apple Valley Water Department is hereby *amended* as follows:

BEFORE AMENDMENT

1.04.030 Disputed Bills

A. Disputed Customer Billing:
    1. If a customer believes that a bill is incorrect, the billing may be protested in writing only by mail or email. A copy of the enveloper providing proof of the postmark must be submitted. Staff will fill out a customer billing protest form.
    2. All protests shall be made within fifteen (15) days of the postmark date, or the protest is waived. The time period for allowing protests shall be set forth on the Water Application Agreement and/or monthly statement.
    3. Disputed bills shall not be declared delinquent during the time the dispute is unresolved. Upon resolution of the dispute, a new statement showing the revised charges to the customer shall be issued. The payment of said revised charges shall become delinquent fifteen (15) days after the statement date of the new bill. If said charges are not paid, the water service may be terminated as provided in sections 1.04.020.D et seq.
    4. Late fees shall not be charged from the time the customer notifies the District of the dispute and the five (5) days after the time the staff makes a determination about classification.
    5. In the event that a dispute remains unresolved in excess of thirty (30) days after protest, legal action may be initiated by the Department to resolve the dispute and to collect the lawful amounts due the Department .
B. Procedures for Investigating Customer Billing:
    1. Department Staff will schedule a time with the Water Superintendent to manually read the meter.
    2. After the meter has been manually read, the Water Superintendent will then make a determination about how to classify the water usage billed as:
        a. Water used by the customer,
        b. A water leak, or
        c. A meter reading error.
    3. Billing classified by the Water Superintendent as water used by the customer will result in the Department Staff reversing actions in A(3) and ensuring the customer's account accurately reflects the usage, unless the customer elects to

appeal the Water Superintendent's decision to the Department Board as outlined in section B(6).

4. Billing classified as a water leak can be recalculated to reflect the usage of the same month in the last year.
5. Billing classified as a meter reading error shall be corrected to accurately reflect water usage.
6. Appeal of Water Superintendent's Classification: Customers are permitted to appeal classifications of water usage billed made by the Water Superintendent (as outlined in section B(1)) to the Department Board as follows:
    a. The customer must fill out an Application to Appear Before the Board of Directors.
    b. The Department Staff will place the application on the agenda of the next available District regular meeting.

AFTER AMENDMENT

1.04.030 Disputed Bills

A. Disputed Customer Billing:
    1. If a customer believes that a bill is incorrect, the billing may be protested in writing only by mail or email. A copy of the enveloper providing proof of the postmark must be submitted. Staff will fill out a customer billing protest form.
    2. All protests shall be made within fifteen (15) days of the postmark date, or the protest is waived. The time period for allowing protests shall be set forth on the Water Application Agreement and/or monthly statement.
    3. Disputed bills shall not be declared delinquent during the time the dispute is unresolved. Upon resolution of the dispute, a new statement showing the revised charges to the customer shall be issued. The payment of said revised charges shall become delinquent fifteen (15) days after the statement date of the new bill. If said charges are not paid, the water service may be terminated as provided in sections 1.04.020.D et seq.
    4. Late fees shall not be charged from the time the customer notifies the District of the dispute and the five (5) days after the time the staff makes a determination about classification.
    5. In the event that a dispute remains unresolved in excess of thirty (30) days after protest, legal action may be initiated by the Department to resolve the dispute and to collect the lawful amounts due the Department .
B. Procedures for Investigating Customer Billing:
    1. Department Staff will schedule a time with the Water Superintendent to manually read the meter.
    2. After the meter has been manually read, the Water Superintendent will then make a determination about how to classify the water usage billed as:
        a. Water used by the customer,
        b. A water leak, or
        c. A meter reading error.

3. Billing classified by the Water Superintendent as water used by the customer will result in the Department Staff reversing actions in A(3) and ensuring the customer's account accurately reflects the usage, unless the customer elects to appeal the Water Superintendent's decision to the Department Board as outlined in section B(6).
4. Billing classified as a water leak is still the responsibility of the customer. In special circumstances the mayor has the authority to offer a one time fifty percent (50%) discount for excessive water bills due to leaks. ~~can be recalculated to reflect the usage of the same month in the last year~~.
    a. At the discretion of the Administrative Manager, customers may qualify for a payment plan of up to a six (6) months without penalty fees for leak related charges resulting in high water bills.
5. Billing classified as a meter reading error shall be corrected to accurately reflect water usage.
6. Appeal of Water Superintendent's Classification: Customers are permitted to appeal classifications of water usage billed made by the Water Superintendent (as outlined in section B(1)) to the Department Board as follows:
    a. The customer must fill out an Application to Appear Before the Board of Directors.
    b. The Department Staff will place the application on the agenda of the next available District regular meeting.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

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

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Michael Farrar, Mayor, Apple Valley

APPLE VALLEY
ORDINANCE O-2026-14

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

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

REPEAL AND REPLACE

14.13.010 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NONRESIDENT: Any person who is not a legal Resident.

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

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

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

AMENDMENT

14.13.020 Name And Location Of Cemeteries

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

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

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

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

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

REPEAL AND REPLACE

14.13.030 ~~Sexton Powers And Duties~~Cemetery Superintendent

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

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

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

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

REPEAL AND REPLACE

14.13.040 Burial Rights

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

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

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

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

1. One (1) casket buried at normal depth, with up to two (2) containers of cremated remains buried above the casket – one (1) buried under the headstone for the casket and one (1) buried with a separate headstone halfway between the headstone for the casket and the end of the casket.
2. Two (2) caskets buried in the same burial lot; one (1) at nine (9) feet and one (1) at six (6) feet, with up to tow (2) containers of cremated remains buried above the casket – one (1) buried under the headstone for the casket and one (1) buried with a separate headstone halfway between the headstone for the casket and the end of the casket.
3. Up to four (4) containers of cremated remains, with one (1) buried in each quadrant.
    a. While alive, the individual named in the certificate of burial right must consent in writing to the burial of any other remains in the burial lot identified therein. Once the individual named in the certificate of burial right has passed away, the burial of any other remains in the burial lot identified therein may be allowed by (1) the surviving spouse of the individual named in the certificate of burial right or (2) if no spouse survives, a descendant of the individual named in the certificate of burial right. Before the town will allow a descendant to consent to the burial of any other remains in the burial lot, the descendant must either obtain the written consent of all the surviving descendants of the individual named in the certificate of burial right, by representation, or must notify in writing all descendants, by representation, of an intent to allow other remains in the burial lot, which writing must explicitly state that the town must receive any objection in writing within thirty (30) days. If the town does not receive any objection within thirty (30) days from the date the last notice was mailed, the descendant may consent to the burial of other remains in the burial lot. If the town receives an objection within thirty (30) days form the date the last notice was mailed, the descendant may not consent to the burial of other remains in the burial lot. Before notifying descendants of an intent to consent to the burial of other remains in the burial lot, the descendant must notify the town of such intent, identify for the town the name and last known address of all known surviving descendants of the individual named in the

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

~~D. Voluntary Surrender of Burial Rights: At any time prior to sixty (60) years from the date of issuance of a certificate of burial right, the individual named in the certificate of burial right, or the legally recognized guardian of the individual named in t certificate of burial right, may surrender the burial right to the town by delivering to the town a signed and notarized document indicating an intent to surrender. Upon surrender, the town shall refund the original purchase price of the burial right to the surrendering individual. The surrendering individual may elect to condition the surrender of the burial right on the sale of the burial right to an individual identified by the surrendering individual by identifying the successor individual in the notarized surrender document. The identified individual shall have thirty (30) days from the date of surrender to pay the then current fee for a burial right. If the surrendering individual fails to identify a successor in the surrender document, or the individual identified to purchase the burial right fails to pay the fee within thirty (30) days from the date of surrender, the surrender shall be deemed unconditional, and the town may immediately thereafter sell the burial right as the town deems fit in the town's sole discretion.~~

~~E. Abandonment Through Nonuse – Reclamation: If a burial right, including any subdivided burial right, remains unexercised for more than sixty (60) years from the date of issuance, the burial right shall be deemed abandoned and the town may reclaim the associated burial lot in any manner authorized by the laws of the state of Utah. The town may sell a burial right for any reclaimed burial lot.~~

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

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

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

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

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

AMENDMENT

14.13.050 ~~Perpetual Care~~Cemetery Operation Fee

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

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

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

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

REPEAL AND REPLACE

14.13.060 Burial Permit

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

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

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

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

REPEAL AND REPLACE

14.13.070 Fees For Burial

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

~~B. Disinterment Fee: Upon a request for disinterment authorized by the laws of the state of Utah, the town shall charge a reasonable fee, as established by the town council on the town's duly enacted fee schedule, to cover the cost of disinterment. If the request includes that a disinterment shall include the vault, the town shall charge an additional reasonable fee, as established by the town council on the town's duly enacted fee schedule. Notwithstanding such surcharge, the town does not guarantee in such event that the vault will be intact or undamaged.~~

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

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

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

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

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

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

REPEAL AND REPLACE

14.13.080 Burial Hours - Sundays And Holidays

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

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

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

REPEAL AND REPLACE

14.13.090 Restrictions On Burial

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

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

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

REPEAL AND REPLACE

14.13.100 Vaults

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

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

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

REPEAL AND REPLACE

14.13.110 Headstones

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

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

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

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

REPEAL AND REPLACE

14.13.120 Regulations And Prohibited Uses

~~A. Park Regulations Govern: Insofar as they may be applicable, those regulations adopted by the town to govern operation of its parks shall apply to the cemetery. However, it shall be unlawful for any person to be in a cemetery during hours of darkness. A person is considered to be "in a cemetery" if he or she is upon any portion of the property set aside as present or future cemetery property as designated in the appropriate records of the town and county.~~

~~B. Policies Adopted – Conflicting Provisions: The town council may also adopt policies, rules and regulations to govern operation of a cemetery. If adopted, such policies, rules and regulations will control over a less specific or conflicting provision of the park rules and regulations.~~

~~C. Patrons – Children: Cemetery patrons only are allowed in a cemetery. Children under sixteen (16) years of age must be always accompanied on cemetery property by a parent or some supervising adult eighteen (18) years of age or older.~~

~~D. Recreational Activities – Animals: It shall be unlawful to engage in any active recreational activity such as, but not limited to soccer, baseball, and football, or to bring or allow any animal on cemetery property.~~

~~E. Burial of Animals or Nonhuman Items: It shall be unlawful to bury animals or other nonhuman items in a cemetery unless the sexton is directed otherwise by the town council in a particular instance.~~

~~F. Motor Vehicles: No motor vehicle shall travel off clearly designated roadways in a cemetery for any reason without consent of the sexton, and where such consent is given, the owner or operator of the vehicle shall either repair all damage, including tire marks, which the sexton determines to have been caused by such vehicle, or they shall reimburse the town for the cost of such repair. The speed limit within the cemetery is 5 m.p.h. Parking is permitted on the internal roads and curbside on external roads. No vehicles permitted after dark.~~

~~G. Sod/Landscaping Rocks Disturbance: In no event shall the sod or landscaping rocks be disturbed without prior approval of the sexton.~~

~~H. No soliciting, sales, or pan-handling.~~

~~I. No signs or advertisements.~~

~~J. Alcoholic beverages and smoking are prohibited.~~

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

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

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

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

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

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

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

REPEAL AND REPLACE

14.13.130 Disinterments - Disinurnments - Exhumations

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

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

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

REPEAL AND REPLACE

14.13.140 Memorials

~~A. Semi-permanent Memorials: No person shall have the right to place or plant semipermanent memorials, including but not limited to trees, shrubs, and flowers, on a burial lot without the approval of the sexton. In considering whether to approve semi-permanent memorials, the sexton may consider plant maintenance requirements, landscape value and hardiness, interference with other burial lots, plants and mowing operations, and consistency with landscape design.~~

~~B. Temporary Memorials: Temporary memorials, including but not limited to potted plants, flags, floral wreaths, and flowers in vases, will be removed without notice by town employees when they become withered, discolored, torn, broken, or vandalized. Funeral flowers will be allowed to remain for three (3) business days, after which town employees may remove them based on the above criteria. Other temporary memorial items such as glass containers, wires, sticks, iron rods, pegs, ceramic pots, or other containers that may pose safety hazards will be removed by town employees. All temporary memorials must be placed in a raised adjustable receptacle that is either in the monument or in the concrete border that surrounds the monument. A single shepherd hook may be placed adjacent to the concrete border. One shepherd hook per grave permitted. The adjustable receptacles must be of a type approved by the sexton.~~

~~C. Removal of Items: The town shall not be responsible or liable for memorials that are removed, discarded, damaged, or destroyed. Clearing of memorials may occur as often as monthly.~~

~~D. Theft or Loss of Personal Belongings: The town is not responsible for the theft or loss of personal belongings.~~

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

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

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

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

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

REPEAL AND REPLACE

14.13.150 Maintenance

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

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

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

REPEAL AND REPLACE

14.13.160 Cemetery Board

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

~~APPOINTMENT; MEMBERSHIP:~~

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

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

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

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

~~MEETINGS:~~

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

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

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

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL _____.

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

Attest

_____
Jenna Vizcardo, Town Clerk, Apple Valley

Presiding Officer

_____
Michael Farrar, Mayor, Apple Valley

TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, April 15, 2026 at 6:00 PM

MINUTES

CALL TO ORDER, PLEDGE OF ALLEGIANCE, PRAYER

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

ROLL CALL

PRESENT
Mayor Michael Farrar
Council Member Kevin Sair
Council Member Annie Spendlove (arrived at 6:09 PM and declared no conflicts of interest.)
Council Member Scott Taylor
Council Member Richard Palmer

DECLARATION OF CONFLICTS OF INTEREST

The Mayor addressed the declaration of conflicts of interest and disclosed a conflict regarding Item No. 2, the accounting contract amendment. The Mayor stated that they would present the item but would recuse themselves from the vote. No other conflicts of interest were disclosed.

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

During the Mayor's report, updates were provided on recent community events, including a marathon and an Easter egg hunt, both of which were reported as successful. The Mayor discussed ongoing operational and financial challenges related to limited revenue growth, increasing administrative demands, and rising engineering and legal costs. The Council was informed of plans to open two part-time positions to support administrative and financial functions. Updates were also given on the development of a master transportation plan, progress on water tank planning and review, and discussions regarding potential changes to law enforcement services, including coordination with a neighboring jurisdiction to improve coverage and cost efficiency.

PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

One public comment was received by a resident. He referenced zoning and code provisions related to building distances, animal enclosures, and potential future considerations regarding shipping containers, seeking clarification on current requirements.

DISCUSSION AND ACTION

1. **O-2026-11 Amend Title 10.10.050 RE Rural Estates Zone.**

   *Planning Commission recommended approval on April 8, 2026.

   The Mayor then introduced Item No. 1, Ordinance O-2026-11, amending Title 10.10.050 related to the Rural Estates Zone, noting that the Planning Commission had recommended approval.

   The Mayor reviewed the proposed amendments, including correcting a typographical error in the ordinance text. The Mayor also addressed revisions to animal regulations, specifically proposing a standard of one rooster per ten chickens for lots one acre or larger. Additional changes included

clarifying that certain agricultural activities would be permitted for personal use but not for commercial purposes, and removing language related to family food production.

The Mayor further explained proposed modifications to setback requirements for animal enclosures and similar structures. The amendment would eliminate the requirement for a 30-foot setback from property lines, while maintaining the requirement that such structures be located at least 50 feet from adjacent dwelling units. The Mayor stated that these changes were intended to simplify and clarify the ordinance requirements.

The Mayor then asked the Council if there were any questions, concerns, or comments regarding the proposed ordinance amendments before proceeding.

MOTION: Council Member Taylor moved we approve O-2026-11 Amend Title 10.10.050 RE Rural Estates Zone. Planning Commission recommended approval on April 8, 2026.
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

Motion carried.

2. Accounting Contract Amendment.

The Mayor introduced Item No. 2, the accounting contract amendment. The Mayor reiterated the previously disclosed conflict of interest. The Mayor explained that the contract pertained to the Town's CPA and had been established prior to their tenure. The Mayor noted that a complaint had previously been submitted to the state auditor, which resulted in a comprehensive audit. While no wrongdoing was identified, the audit included recommendations, one of which was to establish defined terms for contracts.

The Mayor stated that the existing contract did not include an end date and that staff had prepared an amendment to establish a term limit. The proposed amendment set the contract duration at four years, after which it would be subject to renewal consideration by the Council. The Mayor reiterated their conflict of interest related to the contract and confirmed they would recuse themselves from the vote, while remaining available to answer questions.

MOTION: Council Member Scott moved we approve Accounting Contract 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 - Recused
Council Member Spendlove - Aye
Council Member Palmer - Aye

Motion carried.

3. Development Agreement Addendum (4) for Oculta Roca Project.

The Mayor introduced Item No. 3, Development Agreement Addendum No. 4 for the Oculta Roca Project. The Mayor explained that the proposed amendment would allow for adjustments to the site layout by redistributing cabin spacing without increasing the total number of units. To accommodate this change while preserving open space, the number of residential lots would be reduced from 54 to 50.

The Mayor also described additional provisions included in the addendum related to the use of a Public Infrastructure District (PID) as a construction bond. The Council was informed that the Town typically requires a construction bond to ensure completion of infrastructure improvements. Under the proposed amendment, the developer requested to use the PID, valued at approximately $10 million, to satisfy this requirement.

The Mayor stated that the proposed language had been reviewed by legal counsel, who made revisions to ensure adequate protection for the Town, including provisions related to oversight by a bond trustee. The Mayor indicated that the use of a PID as a bond mechanism was not uncommon and that the revised agreement provided appropriate safeguards.

MOTION: Council Member Sair moved to approve the Development Agreement Addendum (4) for Oculta Roca Project.
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

Motion carried.

CONSENT AGENDA

4. Minutes: February 18, 2026 - Town Council Hearing and Meeting.

5. Minutes: February 25, 2026 - Special Town Council Meeting.

6. Minutes: March 18, 2026 - Town Council Hearing and Meeting.

7. Disbursement Listing for March 2026.

8. Budget Report for Fiscal Year 2026 through March 2026.

9. March 2026 Water Usage Comparison.

The Mayor reviewed the items included in the consent agenda, which consisted of prior meeting minutes, the March 2026 disbursement listing, the budget report through March 2026, and the March

2026 water usage comparison. The Mayor noted one specific expenditure related to fencing work for the water department, explaining that a gate had been installed to restrict unauthorized vehicle access to the spring area.

During discussion, the Recorder clarified that the budget report reflected Fiscal Year 2026. The Mayor confirmed this and acknowledged that some figures within the report may appear inconsistent due to accounting classifications and capital asset entries, noting that these would be reconciled at the end of the fiscal year and presented for final audit review.

Additional comments were made regarding recent equipment repairs and purchases, including maintenance of existing machinery and acquisition of vehicles, as part of ongoing operational improvements.

MOTION: Council Member Taylor moved we approve the Consent Agenda, items, 4, 5, 6, 7, 8, 2026 instead of 2025 on number 8, and item number 9.
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

Motion carried.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

MOTION: Council Member Sair moved to a closed session to discuss pending litigation.
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

Motion carried.

ADJOURNMENT

Following the closed session, the Mayor reconvened the meeting at 6:37 PM. No further action was taken.

MOTION: Council Member Palmer motioned to close.
SECOND: The motion was seconded by Council Member Spendlove.

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 6:37 PM.

Date Approved: _____

Approved BY: _____
Mayor | Mike Farrar

Attest BY: _____
Recorder | Jenna Vizcardo

DRAFT