

**ENOCH CITY COUNCIL NOTICE AND AMENDED AGENDA**

July 17, 2024 at 6:00pm

City Council Chambers

City Offices, 900 E. Midvalley Road

Join Zoom Meeting

<https://us02web.zoom.us/j/83095677259>

Meeting ID: 830 9567 7259

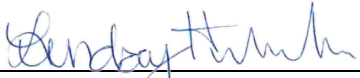
1. **CALL TO ORDER OF REGULAR COUNCIL MEETING**
  - a. Pledge of Allegiance-
  - b. Invocation (2 min.)-Audience invited to participate-
  - c. Inspirational thought-
  - d. Approval of Agenda for July 17, 2024
  - e. Approval of Minutes for June 19, 2024-
  - f. Ratification of Expenditures-
  - g. Conflict of Interest Declaration for this agenda-
2. **PUBLIC COMMENTS**
3. **CONSIDER RESOLUTION NO. 20024-07-17-A                      A RESOLUTION TO AMEND THE ENOCH CITY PERSONNEL POLICIES AND PROCEDURES MANUAL, ARTICLE XI BENEFITS**
4. **CONSIDER RESOLUTION NO. 2024-07-17-B                      A RESOLUTION TO AMEND THE ENOCH CITY FEE SCHEDULE**
5. **CONSIDER THE STORM DRAINAGE IMPACT FEE ANALYSIS**
6. **CONSIDER ORDINANCE NO. 2024-07-17    AN ORDINANCE TO AMEND ENOCH CITY ORDINANCE 12.200.215 HEARING, PUBLICATION, AND NOTICE BEFORE AMENDMENT**
7. **CONSIDER DISPOSAL METHOD OF CITY-OWNED PARCELS A-0938-0104-0000 and A-1014-0012-0000.**
8. **CONSIDERATION FOR AND ADOPTION OF A PARAMETER RESOLUTION AUTHORIZING THE ISSUANCE OF SALES TAX REVENUE BONDS OF ENOCH CITY, IRON COUNTY, UTAH, AND THE CALLING OF A PUBLIC HEARING TO RECEIVE INPUT WITH RESPECT TO THE ISSUANCE OF SUCH BONDS AND ANY POTENTIAL IMPACT TO THE PRIVATE SECTOR FROM THE CONSTRUCTION OF THE PROJECT.**
9. **COUNCIL/STAFF REPORT**
10. **CLOSED SESSION TO DISCUSS ONE OR MORE OF THE FOLLOWING: THE CHARACTER, PROFESSIONAL COMPETENCE OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL, COLLECTIVE BARGAINING; PENDING OR REASONABLY IMMINENT LITIGATION, THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY, INCLUDING ANY FORM OF WATER RIGHTS OR WATER SHARES; DEPLOYMENT OF SECURITY PERSONNEL, DEVICES OR SYSTEMS; INVESTIGATIVE PROCEEDINGS REGARDING ALLEGATIONS OF CRIMINAL MISCONDUCT.**
11. **ACTION FROM CLOSED MEETING-**

## 12. ADJOURN

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should call the City Offices at 435-586-1119, giving at least 24 hours advance notice. Meetings of the Enoch City Council may be conducted by electronic means pursuant to Utah Code Annotated, Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to the Enoch City Code of Revised Ordinances, Chapter 3-500, regarding meeting procedures including electronic meetings.

### CERTIFICATE OF DELIVERY

I certify that a copy of the forgoing "Notice and Agenda" was delivered to each member of the City Council, posted on the Enoch City website, on the City Office door and published on the Utah Public Meeting Notice website on 07/12/2024.

 07/15/2024  
**Lindsay Hildebrand, Recorder** **Date**

**MINUTES**  
**ENOCH CITY COUNCIL**  
**June 19, 2024 at 6:00pm**  
**City Council Chambers**  
**City Offices, 900 E. Midvalley Road**

**Members present:**

Mayor Geoffrey Chesnut  
Council Member Katherine Ross  
Council Member David Harris  
Council Member Shawn Stoor  
Council Member Bob Tingey  
Council Member Debra Ley

**Staff present:**

Robert Dotson, City Manager  
Ashley Horton, Treasurer  
Justin Wayment, City Attorney  
Hayden White, Public Works Director  
Lindsay Hildebrand, City Recorder  
Jackson Ames, Police Chief

**Public Present: Delaine Finlay and Bryce Poulson**

1. **CALL TO ORDER OF REGULAR COUNCIL MEETING - By Mayor Chesnut**
  - a. **Pledge of Allegiance- Led by City Manager Dotson**
  - b. **Invocation (2 min.)-Audience invited to participate- Council Member Harris**
  - c. **Inspirational thought- Council Member Ross**
  - d. **Approval of Agenda for June 19, 2024 - Council Member Harris made a motion to approve the agenda. Council Member Stoor seconded and all voted in favor.**
  - e. **Approval of Minutes for June 5, 2024- Council Member Harris made a motion to approve the agenda. Council Member Tingey seconded and all voted in favor.**
  - f. **Ratification of Expenditures- None**
  - g. **Conflict of Interest Declaration for this agenda- None stated**
2. **PUBLIC COMMENTS**

There were no public comments.
3. **CONSIDER A PETITION FOR ANNEXATION OF GLEAVE PROPERTY, PARCEL D-0550-003-0000 AND D-0550-0003-0001 -Approve or Deny by voice vote**

Mayor Chesnut noted that the word “approve” should be “accept” for future reference. City Manager Dotson said this property is located to the west and across the street from the City office. This was not annexed when everything around it was annexed sometime around the 1980s. This annexation is simply correcting an illegal island that was created and we were unaware of.

**Council Member Harris made a motion to approve and accept the petition for annexation of the Gleave Property, parcels D-0550-003-0000 and D-0550-0003-0001. Council Member Ley seconded and all voted in favor.**
4. **CERTIFICATION OF PETITION FOR ANNEXATION OF GLEAVE PROPERTY, PARCELS D-0550-003-0000 AND D-0550-0003-0001 AND SET A PUBLIC HEARING FOR AUGUST 7, 2024 – City Recorder**

Lindsay Hildebrand noted that she has certified the petition for annexation and is starting the noticing process.

**Council Member Harris made a motion for certification and annexation of Gleave property and set a public hearing for August 7, 2024. Council Member Ross seconded and all voted in favor.**

**5. CONSIDER ORDINANCE NO. 2024-06-19-A AN ORDINANCE  
ASSIGNING AN ADDRESS TO PARCEL A-0745-0001-0000 TO 5430 N. ENOCH  
ROAD.**

City Manager Dotson said 5440 was a House along along Enoch Road and it burnt down. The homeowner built a new home up higher and requested the same address on a separate piece of property. The owner he sold to has requested to change the address of the property without a home on it. He showed the location on a map. Mayor Chesnut asked if the property on the right side of the screen used to be all one parcel. City Manager Dotson said there was a minor subdivision and the address at the county stayed the same.

**Council Member Harris made a motion to approve Ordinance No. 2024-06-19-A, an ordinance to change the address of 5445 N. Enoch Road to, parcel A-0745-0001-0000 to 5430 N. Enoch Road. Council Member Ross seconded and a roll call voted was held as follows:**

**Council Member Ross: Yea**

**Council Member Stoor: Yea**

**Council Member Harris: Yea**

**Council Member Tingey: Yea**

**Council Member Ley: Yea**

**6. CONSIDER AND APPROVE THE 2024 ENOCH CITY FRAUD RISK  
ASSESSMENT - Approve or Deny by voice vote**

Council Member Tingey asked if this was a yearly thing. City Manager Dotson said yes, this is enforced by the State Auditors office. They give us points for certain things. We are also doing something new. All employees and the Council will sign the Code of Ethics form. To add 20 points, we could have a formal audit committee. The county has one. Mayor Chesnut said this has to do with ensuring that what we are doing and the money being spent is properly protected. We are starting to cross a growth threshold. Council Member Harris said he would be happy to put together a committee. Justin Wayment noted that the State Auditor has stated that if everyone goes unchecked, without being audited, they will become dishonest and will steal money. The default is dishonesty. In one of his lectures, he said we must all have audits in place to keep everyone honest. Mayor Chesnut said it's internal. There are mitigating controls in place. We do our part and keep our records. That way if we get a random audit, we can show a record of what we say we are doing. Mayor Chesnut went over a few of the items on the assessment that were not checked. Council Member Tingey asked about 2I. We have a written policy about cash receipting and deposits. That box was not checked. City Manager Dotson said he would talk with Ashley and correct that.

**Council Member Ley made a motion to approve the 2024 Enoch City Fraud Risk and checking on 2I and 2B. Council Member Tingey seconded and all voted in favor.**

**7. CONSIDER ORDINANCE NO. 2024-06-19-B AN ORDINANCE AMENDING  
ENOCH CITY ORDINANCE 12.200.206 DEFINITIONS - See Planning Commission  
Rec.**

**Council Member Ross said this came forward from the Planning Commission with a favorable recommendation.** There was some clarification of what a roof is. City Manager Dotson noted that we are clarifying it a little better. It should say "shelter or enclosure", however, the building code used the phrase "shelter of enclosure". We have had someone requesting to build a covered patio in their backyard that would go into their setback. In the building code if it's an ingress-egress and doesn't have a roof then it's not considered a shelter of enclosure. They could

build to the setback. Mayor Chesnut asked Justin if those new definitions would clarify the definition of a building. Justin said yes and gave an example.

**Council Member Harris made a motion to approve Ordinance No. 2024-06-19-B, an ordinance amending the Enoch City Ordinance 12.200.206 Definitions. Council Member Stoor seconded and a roll call vote was held as follows:**

**Council Member Ross: Yea**

**Council Member Stoor: Yea**

**Council Member Harris: Yea**

**Council Member Tingey: Yea**

**Council Member Ley: Yea**

**8. CONSIDER ORDINANCE NO. 2024-06-19-C AN ORDINANCE  
AMENDING ENOCH CITY ORDINANCE 12.2100.2120 MOBILE HOME SET UP  
STANDARDS - See Planning Commission Rec.**

Council Member Ross said this came forward from the Planning Commission with a favorable recommendation. Council Member Stoor said this seemed pretty straightforward.

**Council Member Harris made a motion to approve Ordinance No. 2024-06-19-C, an ordinance amending the Enoch City Ordinance 12.2100.2120 Mobile Home Set Up Standards. Council Member Stoor seconded and a roll call vote was held as follows:**

**Council Member Ross: Yea**

**Council Member Stoor: Yea**

**Council Member Harris: Yea**

**Council Member Tingey: Yea**

**Council Member Ley: Yea**

**9. COUNCIL/STAFF REPORT**

Chief Ames

- This weekend is the CJC fun run at 8 am.
- There are kids out a little bit later at night but nothing out of the normal.

Hayden White

- They are tying lines into the Little Eden well. They are meeting with Rocky Mountain Power to make sure there is sufficient power to the well.
- They paved 4200 coming off of Minersville Highway. They just paved where they laid pipe. People are mad that they didn't pave the whole road.
- Valley Gate Phase Two will start on Monday. They will bring secondary water.
- They hired a new employee and will start on the first of July. He will read meters.
- Sheridan will do the water samples for chlorination.
- The new water tank was mentioned. It could be at least a month before it's finished. It's about 1.9 million gallons.
- Council Member Ley asked how often we mow the lawns in parks. Hayden said once a week but the lawn guys have been on vacation for two weeks.
- Council Member Ley looked at Cottonwood Park. Someone put collector bins for bugs.

City Manager Dotson

- The Calzada mobile home issue is all resolved. We own the property now. He should be moving the building next week. They are still working on the Stead deal. We are still waiting for the Homestead well property to be divided then we will put the pro for sale.

Lindsay

- They will be working on water shut-offs tomorrow
- She has been working on the annexation and creating the packet for the next Planning Commission meeting.

Mayor Chesnut

- He attended the meeting for the Wastewater Treatment Plant. Previously there is an effort to expand the plant in order to create treatment of that water and take it to type 1. This water would be used to water public parks and grass. The County, Water Conservancy District, Enoch, and Cedar City are all involved. We need to start seeing an MOU to formalize these interactions and to know what's happening. There is an engineer designing the project in the next 6 months. This means that we will need to provide \$500,000. Details were discussed. We want to push the idea of using a storage basin for everybody. Then everyone can pump what they need. Storage is the next problem. Council Member Tingey asked since it is Type 1 can you recharge it? Mayor Chesnut said no and gave an example. You can put it in a pit. Council Member Ley asked about the water out of Beaver. Council Member Harris said it's still pending. There are some issues. City Manager Dotson said developers may be able to develop small scalpings plants. They take 80% of the water off of the effluent and reuse it in their subdivision instead of sending it all down to the sewer treatment plant. They are becoming more and more affordable. If we could put several in our community we could reduce the demand from the treatment plant. This would decrease our sewer costs.

#### Council Member Stoor

- There will be a Tree Committee meeting tomorrow. The state arborist, Ryan Johnson, will join to see what can be done there.

#### Council Member Harris

- The Water Conservancy District has their Water Festival on June 29<sup>th</sup>. This will be held at the Cedar City Main Street Park from 10-2.
- On the 4<sup>th</sup> of July, Wings of Death has been postponed. Council Member Tingey will cook hotdogs.

#### Council Member Tingey

- He reported on the School Board meeting. Last month they had an opening on the School Board, so they talked about it and went into closed session and elected someone. Then the attorney talked to them afterward and that was a violation of the open meetings law. So, they spent the first hour of yesterday's meeting rehashing what they talked about. Michelle Tullis. They have a big budget and in the 2<sup>nd</sup> hour of that Todd Hess explained the budget.
- He and Debra attended a sales tax seminar put on by the state last month. He learned a lot. It is still available.
- He is on the Cultural Subcommittee of Vision Iron County. They have come up with a census for each community in Iron County. They made assignments for people to take out a census. It's information that they need to assess the cultural history, interest of the community, etc. He wanted to ask if anyone in the room knew anyone whose parents grew up or lived in certain communities. He listed the places.
- He asked for permission to see if we have enough interest in the cultural history of Enoch to form a formal City Committee.

#### Council Member Ley

- She reported on the 4<sup>th</sup> of July. There will be a Dole Whip truck here. Tyler Lebaron is a member of the Arm-Wrestling Club and if you can arm wrestle him and win, you get \$100.00. Steve Daynes is taking care of the 5K run. The antique car club, dunk tank. Foam machines and games will be going on as well.

**12. ADJOURN – Council Member Harris made a motion to adjourn. Council Member Ross seconded and all voted in favor.**

DRAFT

## **SECTION VII - HOLIDAY LEAVE**

### **A. Holidays**

v. June 19<sup>th</sup>, called Juneteenth as applicable by State Code.

## **SECTION VIII - SICK LEAVE AND FUNERAL LEAVE**

### **G. Granting of Sick Leave for Illness or Injury**

~~Sick leave shall be granted to an eligible employee who is absent from duty because of illness or injury of the employee. Any application for granting of sick leave to cover an absence that exceeds four (4) successive working days shall be supported by a medical certificate, or other evidence administratively acceptable; provided that when the City Manager supervisor finds that excessive sick leave is being taken, a doctor's diagnosis or other evidences of illness may be required for absences of less than four days. Such evidence may be required on the day the employee returns to work. Abuse of sick leave privileges may be considered as grounds for suspension or dismissal.~~

(1) Management may approve the use of sick leave when:

(a) an employee becomes a parent;

(b) an employee is absent from duty because of illness, injury, or disability of the employee, their spouse, their child, their parent, or any individual for whom the employee is a legal guardian;

(c) any individual listed in Subsection (1)(b) receives preventive health or dental care.

i. When an employee requests sick leave due to reasons outlined in 1(c), the sick leave granted will cover both travel time and the duration of the appointment.

ii. Every effort should be made to schedule such appointments on days when the employee is not originally scheduled to work.

(d) a qualifying FMLA purpose.

(2) Management may approve the use of sick leave for other unique medical situations.

(3) An employee shall contact management before the beginning of the scheduled workday the employee is absent due to illness or injury.

(4) Management shall require an employee to produce administratively acceptable evidence to support any request for leave to cover an absence that exceeds three consecutive working days.

(5) Management may require an employee to produce administratively acceptable evidence regardless of the number of leave hours used for the reasons in Subsection (2) or (3) if there is reason to believe that an employee is using the leave for reasons not listed in Subsection (2) or (3).

(6) An employee separating from city employment forfeits any unused sick leave without compensation.

(7) Abuse of sick leave privileges may be grounds for suspension or dismissal.



# **ENOCH CITY CORPORATION**

## **RESOLUTION NO. 2024-07-17-A**

### **A RESOLUTION TO AMEND THE ENOCH CITY PERSONNEL POLICIES AND PROCEDURES MANUAL, ARTICLE XI BENEFITS**

**WHEREAS**, Enoch City strives to ensure its personnel policies are up-to-date and reflect the needs of its employees and the organization; and

**WHEREAS**, there was a need to clarify when Juneteenth would be observed; and

**WHEREAS**, the current provisions for sick leave require modifications to better address the circumstances under which sick leave may be granted and to align with contemporary workplace practices; and

**WHEREAS**, it is deemed necessary to amend Section VII - Holiday Leave and Section VIII - Sick Leave and Funeral Leave of the Enoch City Personnel Policies and Procedures Manual; and

**WHEREAS**, the City Council has reviewed and discussed the policy procedures as follows:

#### **SECTION VII - HOLIDAY LEAVE**

##### **A. Holidays**

- v. June 19<sup>th</sup>, called Juneteenth as applicable by State Code.

#### **SECTION VIII - SICK LEAVE AND FUNERAL LEAVE**

##### **G. Granting of Sick Leave for Illness or Injury**

(1) Management may approve the use of sick leave when:

- (a) an employee becomes a parent;
- (b) an employee is absent from duty because of illness, injury, or disability of the employee, their spouse, their child, their parent, or any individual for whom the employee is a legal guardian;
- (c) any individual listed in Subsection (1)(b) receives preventive health or dental care.
  - i. When an employee requests sick leave due to reasons outlined in 1(c), the sick leave granted will cover both travel time and the duration of the appointment.
  - ii. Every effort should be made to schedule such appointments on days when the employee is not originally scheduled to work.
- (d) a qualifying FMLA purpose.

(2) Management may approve the use of sick leave for other unique medical situations.

(3) An employee shall contact management before the beginning of the scheduled workday the employee is absent due to illness or injury.

(4) Management shall require an employee to produce administratively acceptable evidence to support any request for leave to cover an absence that exceeds three consecutive working days.

(5) Management may require an employee to produce administratively acceptable evidence regardless of the number of leave hours used for the reasons in Subsection (2) or (3) if there is reason to believe that an employee is using the leave for reasons not listed in Subsection (2) or (3).

(6) An employee separating from city employment forfeits any unused sick leave without compensation.

(7) Abuse of sick leave privileges may be grounds for suspension or dismissal.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of Enoch, Utah that the amendments to the Enoch City Personnel Policies and Procedures Manual be approved and adopted. This Resolution was made, voted upon, and passed by the Enoch City Council at a regular City Council meeting held on the 17th day of July 2024.

**DATED this 17th day of July 2024**

**ENOCH CITY CORPORATION**

**VOTING:**

Katherine Ross	Yea	___	Nay	___
David Harris	Yea	___	Nay	___
Shawn Stoor	Yea	___	Nay	___
Bob Tingey	Yea	___	Nay	___
Debra Ley	Yea	___	Nay	___

\_\_\_\_\_  
Geoffrey L. Chesnut, Mayor

**ATTEST:**

**SEAL:**

\_\_\_\_\_  
Lindsay Hildebrand, City Recorder

## Proposed Fee Schedule Amendments

### **3.A Copies & Notary**

Copies	\$0.25 each page
	<del>\$37.42.00 - Ordinance Book</del>
	<del>\$15.00 - Zoning Ordinance Book</del>
	<del>\$4.50 - Subdivision Ordinance Book</del>
Notary	\$5.00 per signature
GRAMA Requests**	\$10.00

~~\*\*Unless~~ If excessively time consuming, in which case the fee will be figured and assessed per time spent and copies made. Price will be quoted and agreed upon in advance.

### **3.B Credit Card Convenience**

Online payments	Free**
Telephone Credit Card Transaction	\$3.00

Customer has option to approve fee or discontinue the transaction. (Rev. 7-2-07)

~~Maximum credit card charge allowed is \$300 (Rev. 2-18-15)~~

Refunds of less than \$10 will be refunded by check (Rev. 2-18-15)

### **3.C Park Pavilion Use**

1 to 4 hours use of Old Enoch Park, Boebert Park, <u>Garden Park, Iron Mountain, or Jones Memorial Park</u>	\$20.00
More than 4 hours use of <del>Old Enoch Park, Boebert Park or Rec Complex</del> <u>any of above named parks</u>	\$30.00
Refundable* bathroom deposit for use of Old Enoch Park, Boebert Park or Rec Complex	\$50.00

\*If extra cleaning above normal use is needed, the deposit will not be returned.

Reservations of Old Enoch Park Ball Field, Recreation Complex, or Pickleball Court for Team Sports:

Up to 2 days per week	\$20/mth.
3+ days per week	\$40/mth.

No charge for non-profit w/proof of status

New application required for every reservation

Applicant is limited to one (1) reservation application every 6 months

Only one fee will be charged for use of Old Enoch pavilion and ball field together.

No user fee will be charged for use of ~~Our Garden Park~~, Spanish Trails Park or Cottonwood Park

**ENOCH CITY CORPORATION**  
**RESOLUTION NO. 2024-07-17-B**  
**A RESOLUTION TO AMEND THE ENOCH CITY FEE SCHEDULE**

**WHEREAS**, it has been deemed necessary to revise multiple sections of the Enoch City Fee Schedule; and

**WHEREAS**, City Staff has collaborated on fee changes based on issues regarding Copies & Notary, Credit Card Convenience, and Park Pavilion Use; and

**WHEREAS**, the City Council finds that it is in the best interest of Enoch City after taking into consideration the public health, safety, and welfare of its citizens and, future needs of Enoch City and determining the same to be in the best interest of the City and its residents, the fee schedule should be amended to read as follows:

**ENOCH CITY CORPORATION**  
**FEE SCHEDULE-Revised July 17, 2024**

**3.A Copies & Notary**

Copies	\$0.25 each page
	\$42.00 - Ordinance Book
Notary	\$5.00 per signature
GRAMA	
Requests**	\$10.00

\*\* If excessively time consuming, the fee will be figured and assessed per time spent and copies made. Price will be quoted and agreed upon in advance.

**3.B Credit Card Convenience**

Online payments	Free**
Telephone Credit Card Transaction	\$3.00

Customer has option to approve fee or discontinue the transaction. (Rev. 7-2-07)

Refunds of less than \$10 will be refunded by check (Rev. 2-18-15)

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More than 4 hours use of any of above-named parks	\$30.00
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\*If extra cleaning above normal use is needed, the deposit will not be returned.

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Up to 2 days per week	\$20/mth.
3+ days per week	\$40/mth.

No charge for non-profit w/proof of status

New application required for every reservation

Applicant is limited to one (1) reservation application every 6 months

Only one fee will be charged for use of Old Enoch pavilion and ball field together.

No user fee will be charged for use of Spanish Trails Park or Cottonwood Park

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of Enoch, Utah that the Enoch City Fee Schedule as amended is approved and adopted. This Resolution was made, voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 17th day of July 2024.

**DATED this 17th day of July 2024**  
**ENOCH CITY CORPORATION**

**VOTING:**

Katherine Ross	Yea___	Nay___
David Harris	Yea___	Nay___
Shawn Stoor	Yea___	Nay___
Bob Tingey	Yea___	Nay___
Debra Ley	Yea___	Nay___

\_\_\_\_\_  
Geoffrey L. Chesnut, Mayor

**ATTEST:**

**SEAL:**

\_\_\_\_\_  
Lindsay Hildebrand, City Recorder

## **12.200.215 HEARING, PUBLICATION AND NOTICE BEFORE AMENDMENT**

Before finally adopting any such amendment, the governing body shall hold a public hearing thereon, after giving at least a fourteen (14) day notice of the time and place ~~in at least one (1) publication, in a newspaper of general circulation in the local jurisdiction~~ according to Utah State Code.

**ENOCH CITY CORPORATION  
ORDINANCE NO. 2024-07-17  
AN ORDINANCE AMENDING ENOCH CITY ORDINANCE 12.200.215 HEARING,  
PUBLICAITON AND NOTICE BEFORE AMENDMENT**

**WHEREAS**, Enoch City recognizes the need to align its local ordinances with state laws and streamline the process for publicizing public hearings; and

**WHEREAS**, Utah State Code provides guidelines for publicizing public hearings that do not require publication in a newspaper of general circulation; and

**WHEREAS**, it is deemed necessary to amend Enoch City Ordinance 12.200.215 to reflect these changes and ensure compliance with state laws;

**WHEREAS**, the Enoch City Council has modified the language in Chapter 12.200.215, as follows:

**12.200.215 HEARING, PUBLICATION AND NOTICE BEFORE AMENDMENT**

Before finally adopting any such amendment, the governing body shall hold a public hearing thereon, after giving at least a fourteen (14) day notice of the time and place according to Utah State Code.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of Enoch City that the Enoch City Ordinance is amended as written above. This Ordinance was voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 17<sup>th</sup> day of July 2024. It shall take effect immediately after signing by the Mayor and City Recorder.

**DATED this 17<sup>th</sup> day of July 2024**

**ENOCH CITY CORPORATION**

\_\_\_\_\_  
Geoffrey L. Chesnut, Mayor

**VOTING:**

Katherine Ross	Yea___	Nay___
David Harris	Yea___	Nay___
Shawn Stoor	Yea___	Nay___
Bob Tingey	Yea___	Nay___
Debra Ley	Yea___	Nay___

**ATTEST:**

\_\_\_\_\_  
Lindsay Hildebrand, City Recorder

**SEAL:**





## 8.100.104 SALES OF REAL PROPERTY

In any case where the City of Enoch acts to sell or dispose of real property owned by the city, the following requirements must be met:

- A. The property must be surveyed to establish the precise boundaries and must be accompanied by a proper legal description.
- B. Unless the sale is specifically authorized without bids by the City Council in accordance with subparagraph (C) hereinafter, all sales of real property belonging to the city shall be at public auction at the city offices or other designated locations after 30 days previous notice by publication at least three times in a newspaper published in, or of general circulation in, Enoch City and by posting notice of the sale in at least three public places within Enoch City. The property shall be conveyed for cash to the highest bidder and the proceeds paid to the City Treasurer for the use of the city. Bids may be sealed or voiced, at the discretion of the City Council. The City Council shall confirm the sale by majority vote, but shall be free to reject any and all bids or to establish a minimum bid.
- C. If the Council specifically authorizes a sale of real property belonging to Enoch City without bids, it shall do so on the record of a regular council meeting and shall set forth with specificity the reasons for such action.

Enoch, Utah

July 17, 2024

The Mayor and City Council of Enoch City, Iron County, Utah met in regular session at its regular meeting place in said Municipality at 6:00 p.m. on the 17th day of July, 2024, with the following members of the Governing Body present:

Geoffrey Chesnut	Mayor
David Harris	Councilmember
Debra Ley	Councilmember
Katherine Ross	Councilmember
Shawn Stoor	Councilmember
Bob Tingey	Councilmember

Also present:

Lindsay Hildebrand	City Recorder
_____	_____

Absent:

_____	_____
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After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Mayor and City Council a Certificate of Compliance With Open Meeting Law with respect to this July 17, 2024, meeting.

STATE OF UTAH                    )  
  : SS.  
COUNTY OF IRON                )

I, LINDSAY HILDEBRAND, the undersigned City Recorder of Enoch City, Iron County, Utah (the "City") do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Mayor and City Council (the "Governing Body") of the City on July 17, 2024, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Mayor and City Council to be held during the year, by causing said Notice to be (i) posted \_\_\_\_\_, 2024 at the principal office of said Governing Body, (ii) posted on the Utah Public Notice Website (<http://pmn.utah.gov>) and (iii) posted on the City's official website.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 17th day of July, 2024.

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

(SEAL)

## NOTICE OF AGENDA OF REGULAR MEETING

\* \* \* \* \*

PLEASE TAKE NOTICE that the Mayor and members of the City Council of Enoch City, Iron County, State of Utah, will hold a Regular Meeting on Wednesday, the 17th day of July, 2024, at its regular meeting place, the Enoch City Offices, 460 East Main Street, Enoch, Utah, at the hour of 6:00 p.m..

The Agenda for the meeting consists, in part, of the following:

- (1) Consideration for and adoption of a Parameter Resolution authorizing the issuance of Sales Tax Revenue Bonds of Enoch City, Iron County, Utah and the calling of a public hearing to receive input with respect to the issuance of such Bonds and any potential impact to the private sector from the construction of the Project; and
- (2) Any other business that may come before said meeting.

DATED this 16th day of July, 2024.

---

City Recorder

Thereupon, after the conduct of other business not pertinent to the following, the following resolution was introduced in written form by the Mayor and, pursuant to motion duly made by \_\_\_\_\_ and seconded by \_\_\_\_\_, was adopted and approved by the following vote:

Yea: David Harris  
Debra Ley  
Katherine Ross  
Shawn Stoor  
Bob Tingey

Nay: None

The Resolution was thereupon signed by the Mayor, was attested and countersigned by the City Recorder and was ordered recorded in the official records of the Issuer.

The Resolution is as follows:

**ENOCH CITY, IRON COUNTY, UTAH**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF SALES TAX REVENUE BONDS (THE "BONDS") OF ENOCH CITY, IRON COUNTY, UTAH (THE "ISSUER"); CALLING A PUBLIC HEARING AND ESTABLISHING A TIME, PLACE AND LOCATION FOR SAID PUBLIC HEARING; PROVIDING FOR A PLEDGE OF SALES TAX REVENUES FOR THE PAYMENT OF THE BONDS; FIXING THE MAXIMUM PRINCIPAL AMOUNT OF THE BONDS; THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.**

WHEREAS subject to the limitations set forth herein, Enoch City, Iron County, State of Utah, desires to issue its Sales Tax Revenue Bonds (the "Bonds") for (a) the construction of public safety facility and related improvements (the "Project"), and (b) the payment of costs of issuance of the Bonds, pursuant to this Resolution and a Master Resolution (the "Master Resolution"), in substantially the form presented at the meeting at which this Resolution was adopted and which is attached hereto as Exhibit "B"; and

WHEREAS in order to allow for flexibility in setting the financial terms of the Bonds once

costs of the Project are finally determined and to optimize debt service costs to the Issuer, the Governing Body of the Issuer desires to grant to the Mayor, in accordance with state law, the authority to approve the interest rates, principal amounts, terms, maturities, redemption features and purchase price at which the Bonds shall be sold and any changes with respect thereto from those terms which were before the Governing Body at the time of adoption of this Resolution, provided that such terms do not exceed the parameters set forth for such terms in Section 1 of this Resolution (the "Parameters"); and

WHEREAS the Issuer, Enoch City, considers it desirable and necessary and for the benefit of the Issuer to construct the Project to be owned and operated by the Issuer, but does not have on hand money sufficient to pay for the Project; and

WHEREAS the Utah Local Government Bonding Act, Sections 11-14-1, et. seq., Utah Code Annotated, 1953, as amended, authorizes the issuance of non-voted revenue bonds payable in whole or in part from sales tax revenues of cities, towns or counties, levied and collected by the said government entity or levied by the State of Utah and rebated pursuant to law; and

WHEREAS the Utah Local Government Bonding Act, Sections 11-14-1 et seq., Utah Code Annotated, 1953, as amended, provides that, prior to issuing bonds an issuing entity must (i) give notice of its intent to issue such bonds and (ii) hold a public hearing to receive input from the public with respect to the issuance of such bonds and any potential economic impact to the private sector from the construction of the Project to be funded by the Bonds; and

WHEREAS the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing, including a notice of bonds to be issued, in compliance with the Act with respect to the Bonds; and

WHEREAS the State of Utah acting through its Permanent Community Impact Fund Board has agreed to purchase Sales Tax Revenue Bonds (the "Bonds"), on the general terms and conditions as set forth herein;

NOW, THEREFORE, Be It and It Is Hereby Resolved by the City Council of Enoch City, Iron County, State of Utah, as follows:

Section 1. The Mayor and City Council (the "Governing Body") of Enoch City, Iron County, Utah (the "Issuer"), hereby finds and determines that it is in the best interests of the residents within the City for the Issuer to issue its Sales Tax Revenue Bonds in the aggregate principal amounts of not to exceed \$2,500,000 at interest rates not to exceed 6.5% per annum, to mature in not more than thirty-two (32) years from their date or dates, pursuant to a resolution to be adopted by the Governing Body authorizing and confirming the issuance and sale of the Bonds pursuant to a resolution to be adopted by the Governing Body authorizing and confirming the issuance and sale of the Bonds. Therefore, the Issuer hereby declares its intention to issue the Bonds according to the provisions of this Section. The Bonds are to be issued for the purpose of paying all or a part of the cost of construction of a public safety facility and related improvements (the "Project") of the Issuer.

The Issuer hereby declares its intention to issue the Bonds according to the provisions of this Section; provided, however, that the Bonds shall only be issued by the Issuer after adoption of a Master Resolution by the Governing Body of the Issuer (the "Master Resolution") setting forth the specific terms of the Bonds within the maximum terms herein provided.

The form of Master Resolution attached hereto as Exhibit "B" is in all respects hereby authorized and approved, and the Mayor and City Recorder of the Issuer are hereby authorized and directed to execute and deliver the same on behalf of the Issuer.

The Mayor, within the parameters set forth herein, is hereby authorized to approve the interest rates, principal amounts, terms, maturities, redemption features and purchase price at which the Bonds shall be sold.

Section 2. The Issuer proposes to pledge the sales tax funds received by the Issuer pursuant to Part 2 of Chapter 12, Title 59, Utah Code Annotated, as amended, for the repayment of the Bonds.

Section 3. The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Master Resolution. The Mayor and City Recorder of the Issuer are hereby authorized and directed to execute and seal the Bonds.

Section 4. The designated officials of the Issuer are authorized to make any alterations, changes or additions to the Master Resolution and the Bonds or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Governing Body or the provisions of the laws of the State of Utah or the United States.

Section 4. The Issuer shall hold a public hearing on August 21, 2024, to receive input from the public with respect to the issuance of the Bonds and any potential impact to the private sector from the construction of the Project to be funded by the Bonds, which hearing date shall be not less than fourteen (14) days after notice of the public hearing is (A) first published once a week for two consecutive weeks in The Iron County Today, a newspaper of general circulation in the Issuer and (B) published on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended. The Issuer directs its officers and staff to publish a Notice of Public Hearing and Bonds to be Issued in substantially the following form:

#### NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN that on July 17, 2024, the Mayor and City Council of Enoch City (the "Issuer"), adopted a resolution (the "Resolution") declaring its intention to issue its Sales Tax Revenue Bonds (the "Bonds"), pursuant to the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and to call a public hearing to receive input from the public with respect to the issuance of the Bonds.

The Issuer shall hold a public hearing on August 21, 2024, at the hour of 6:00 p.m. The location of the public hearing is in the City Office, 900 East Midvalley Road, Enoch, Utah. The purpose of the meeting is to receive input from the public with respect to the issuance of the Bonds and any potential economic impact to the private sector from the construction of a public safety facility, together with related improvements (the "Project") to be funded by the Bonds. All members of the public are invited to attend and participate.

DATED this 17th day of July, 2024.

/s/ Lindsay Hildebrand  
City Recorder

[Publish once each week for two consecutive weeks.]

Section 5. The Issuer shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's principal offices for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a Notice of Bonds to be Issued in substantially the following form:

#### NOTICE OF BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN that on July 17, 2024, the Mayor and City Council of Enoch City (the "Issuer"), adopted a resolution (the "Resolution") declaring its intention to issue its Sales Tax Revenue Bonds (the "Bonds"), pursuant to the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

The Issuer intends to issue the Bonds in the principal amount of not to exceed \$2,500,000 to bear interest at a rate not to exceed 6.5% per annum, to mature in not to more than 32 years from their date or dates, and to be sold at a price not less than 98% of the total principal amount thereof, plus accrued interest to the date of delivery. The Bonds will specify that any installment of principal on the Bonds which shall not be paid when due shall bear interest at the rate of 18% per annum from the due date thereof until paid.

The Issuer intends to issue the Bonds for the purpose of (i) financing all or a portion of the cost of construction of the public safety facility, together with related improvements; and (ii) paying costs of issuing the Bonds.

#### SALES TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge all of the sales tax revenues received by the Issuer pursuant to Part 2 of Chapter 12, Title 59, Utah Code Annotated 1953, as amended for the repayment of the Bonds.



## OUTSTANDING BONDS SECURED BY THE SAME REVENUE

The Issuer currently has no outstanding bonds secured by the revenues from sales tax, which revenues are being pledged to secure the payment of the Bonds.

## ESTIMATED TOTAL COST OF THE BONDS

Although the Resolution authorizes the issuance of Bonds in the aggregate principal amount of up to \$2,500,000, the Issuer anticipates that the actual principal amount of the Bonds will be \$2,250,000, in which case the estimated total cost to the Issuer for the proposed Bonds is \$3,224,575, including an estimated cost of interest on the Bonds is \$974,575.

A copy of the Resolution is on file in the office of the City Recorder in Enoch City, Utah, where it may be examined during regular business hours of the City Recorder from 9:00 a.m. to 4:00 p.m., Monday through Thursday, for a period of at least 30 days from and after date of the last date of publication of this Notice.

NOTICE IS FURTHER GIVEN that a period of 30 days from and after the last date of publication of this Notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever, and (ii) registered voters in Enoch City, Utah, may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions which have been signed by at least 20% of the registered voters of Enoch City, Utah, are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than 20% of the registered voters of Enoch City, Utah, file a written petition during said 30-day period, the Issuer may proceed to issue the Bonds without an election.

DATED this 17th day of July, 2024.

/s/ Lindsay Hildebrand  
City Recorder

[Publish one time only.]

\* \* \* \* \*

Section 6. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

PASSED AND APPROVED this 17th day of July, 2024

ENOCH CITY

By \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

[SEAL]

After the conduct of other business not pertinent to the foregoing, it was moved and carried that the Mayor and City Council adjourn.

ENOCH CITY

By \_\_\_\_\_  
Mayor

ATTEST:

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

[SEAL]

STATE OF UTAH                    )  
   : ss.  
COUNTY OF IRON                )

I, LINDSAY HILDEBRAND, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of Enoch City, Iron County, Utah (the "Issuer"). I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a regular public meeting of the Mayor and City Council of the Issuer, held on July 17, 2024, including a Resolution adopted at such meeting, together with exhibits and appendices attached thereto, as said minutes, resolution and appendices are recorded in the regular official book of minutes of the proceedings of the Governing Body kept in the office of the City Recorder that said proceedings were duly had and taken as therein shown, that the meeting thereon shown was in all respects called, held and conducted in accordance with law, and that the persons therein named were present at said meeting, as therein shown.

I further certify and I caused a true and correct copy of the above-referenced resolution (including all exhibits and appendices attached thereto) to be filed in the office of the City Recorder for examination by any interested person during the regular business hours of the office of the City Recorder.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Issuer, this 17th day of July, 2024.

[SEAL]

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

EXHIBIT "B"

MASTER RESOLUTION

[See Transcript Document No. \_\_\_\_]

SCHEDULE 1

NOTICE OF MEETING

## SCHEDULE 2

### Notice of Annual Meetings

MASTER RESOLUTION  
OF  
ENOCH CITY, IRON COUNTY, UTAH  
AS ISSUER  
DATED AS OF \*, 2024

## MASTER RESOLUTION

WHEREAS the Issuer, Enoch City, considers it desirable and necessary and for the benefit of the Issuer and its inhabitants to construct, operate and maintain the Project (as hereinafter defined) to be owned and operated by the Issuer, but does not have on hand money sufficient to pay for the Project (as hereinafter defined); and

WHEREAS, pursuant to the provisions of a Resolution adopted on July 17, 2024 (the “Authorizing Resolution”), the Governing Board of the City (the “Governing Board”) has authorized and approved certain actions to be taken by the City in connection with the financing of the Project, including the adoption this Master Resolution and the issuance of the Series 2024 Bonds hereunder; and

WHEREAS, it has been determined by the City that the estimated amount necessary to finance the Project, including necessary expenses incidental thereto, will require the issuance, sale and delivery of the Series 2024 Bonds in the aggregate principal amount of \$2,250,000, as hereinafter provided; and

WHEREAS, the City has determined that the Series 2024 Bonds shall be secured as provided herein and has ascertained and determined that the provisions herein contained for protecting and enforcing the rights and remedies of the registered owners of such Series 2024 Bonds are reasonable, proper and in accordance with law, and that this Master Resolution is necessary to the performance of its duties and the execution of its powers under law, and does deem and determine all of the provisions herein contained to be reasonable and proper for the security of the registered owners of the Series 2024 Bonds; and

WHEREAS, all acts and things required by law to make this Master Resolution a valid and binding instrument for the security of all Bonds duly issued hereunder have been done and performed, and the execution and delivery of this Master Resolution have been in all respects duly authorized; and

WHEREAS, the Series 2024 Bonds in registered form are to be in substantially the appropriate form set forth in Section 2.06 and if issued as Exchange Bonds are to be in substantially the appropriate form set forth in Section 2.08, with appropriate variations, omissions and insertions as permitted or required by this Master Resolution; and

WHEREAS, all things necessary to make the Series 2024 Bonds when authenticated by the City and issued as in this Master Resolution provided, the valid, binding and legal obligations of the City according to the import thereof, and to constitute this Master Resolution a valid assignment and pledge of the amounts pledged to the payment of the principal on the Series 2024 Bonds, and to constitute this Master Resolution a valid assignment of the rights of the City with respect to the Project have been done and performed and the creation, execution and delivery of this Master



Resolution, and the creation, execution and issuance of the Series 2024 Bonds, subject to the terms hereof, have in all respects been duly authorized:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Mayor and City Council of Enoch City, Iron County, Utah, as follows:

## **ARTICLE I**

### **DEFINITIONS**

Section 1.01. Definitions. As used herein the following terms shall have the following meanings, unless the context otherwise clearly requires.

"Act" means the provisions of the Local Government Bonding Act of the State of Utah, Chapter 14, Title 11, Utah Code Annotated, 1953, as amended and the Registered Public Obligations Act of the State of Utah, Chapter 7, Title 15, Utah Code Annotated, 1953, as amended.

"Annual Debt Service" means the annual payment of principal and interest and premium or penalty, if any, to be paid by the Issuer on all outstanding bonds or other forms of indebtedness which are secured by the revenues provided in Part 2 of Chapter 12, Title 59, Utah Code Annotated 1953, as amended.

"Annual Net Revenues" means the Net Revenues for any 12 consecutive calendar months.

"Bond" or "Series 2024 Bond" means the bond described in Article II hereof and hereby authorized to be issued by the Issuer, and in Articles III through V, inclusive, also including Future Parity Bonds if bonds on a parity with the Bonds are authorized as therein permitted or provided.

"Bond Documents" means this Master Resolution.

"Bondholder" means the registered holder of any registered bond, the issuance of which is authorized herein.

"City Recorder" means the duly appointed and acting City Recorder of the Issuer.

"Community Impact Board" means the State of Utah, Permanent Community Impact Fund Board, or any other successor agency.

"Delivery Date" means the date the Bond or Bonds are delivered to the initial purchaser and this date to be known on the Bond or Bonds as the issue date.

"Depository" or "Depository Bank" means a Qualified Depository (defined hereinafter).

"Escrow Account" means an account to be held in escrow by the Escrow Agent pursuant to

an Escrow Agreement to be entered into between the Issuer and the Community Impact Board on the date of delivery of the Bond, said account to be used for the purpose of depositing the proceeds of the sale of the Bond as well as certain grant monies and supervising said proceeds pursuant to the terms of the Escrow Agreement.

"Escrow Agent" means the Utah State Treasurer.

"Executive Officer" means the Mayor of the Issuer.

"First Payment Date" means a payment of principal and interest on October 1, 2025.

"Fully Registered Bond" means a single Bond registered as to principal in the denomination equal to the amount of the Bonds authorized herein.

"Future Parity Bonds" means any bonds hereafter issued by the Issuer on a parity with the Bond herein authorized pursuant to the conditions and restrictions set forth in Article V hereof.

"Governing Body" means the Mayor and City Council of the Issuer.

"Installment Amount" means the amount of each annual registered installment of principal and interest on the Bond, as shown in the Repayment Schedule in the Bond.

"Issue Amount" means the principal amount of the Bond authorized to be issued hereunder and is the amount of \$2,250,000.

"Issuer" means Enoch City, Iron County, Utah.

"Net Revenues" means, for any period, the Revenues during such period less Expenses of Maintenance and Operation during such period.

"Outstanding" or "Outstanding Bonds" means any Bond which has been issued and delivered in accordance with the provisions hereof; but shall not include a Bond in lieu of which another Bond has been issued to replace a mutilated, lost, destroyed or stolen bond.

"Payment Date" means the 1st day of October in each year beginning with the year 2025.

"Payment Years" means the Years in which Installment Amounts come due, described as the years 2025 through 2054 with respect to the Bond.

"Permitted Investments" means those investments specified in Section 51-7-11, Utah Code Annotated, 1953, as amended.

"Pledged Revenues" means 100% of revenues to be derived from the collection or rebate of Sales Taxes pursuant to Part 2 of Chapter 12, Title 59, Utah Code Annotated 1953, as amended.

"Project" means the construction of a public safety facility, and in all other respects to pay the cost of foregoing including engineering and expenses and costs of and issuance of the bonds and to acquire and provide all appurtenant facilities therefor, together with all necessary or related work and improvements.

"Qualified Depository" means a depository institution constituting a "qualified depository" under Chapter 7 of Title 51, Utah Code Annotated 1953, as amended.

"Reserve Fund Installment" for the Bond means a monthly payment in an amount equal to 1/72nd of the Reserve Fund Requirement. Upon the issuance of any Parity Bonds, the Reserve Fund Installment shall be increased as provided in Section 5.06(a) (5) hereof.

"Reserve Fund Requirement" means an amount equal to the maximum Annual Debt Service on the Bond. Upon the issuance of Parity Bonds, the Reserve Fund Requirement shall be increased as provided in Section 5.06(a)(5) hereof.

"Resolution" means this resolution providing for the issuance of a revenue bond payable from the Revenues of the Project, as from time to time amended or supplemented in accordance with the provisions hereof.

"Revenues" means all revenues and income of any kind available for the retirement of the Bond authorized hereby including but not necessarily limited to Sales Tax Revenues.

"Sales Taxes" means the sales and use taxes authorized under Part 2 of Chapter 12, Title 59, Utah Code Annotated as amended.

"Serial Bonds" means the registered \$1000 denomination (or multiples of \$1000) Sales Tax Revenue Bond, Series 2024 which may be issued in exchange for the Fully Registered Bond.

"Series 2024 Bond" means the Issuer's Sales Tax Revenue Bond, Series 2024 in the original principal amount of \$2,250,000 payable to the Utah Permanent Community Impact Fund Board.

"State of Utah" or "State" means the Permanent Community Impact Fund Board, its assigns, or any successor boards, committees or bodies.

"Year" means the 12-month period beginning on January 1st of each calendar year and ending on the next succeeding December 31st.

Except where the context otherwise requires, words importing the singular number shall include the plural and vice versa, and words importing the male gender shall include the female gender and vice versa.

## **ARTICLE II**

## **TERMS AND PROVISIONS OF THE SERIES 2024 BOND**

### **Section 2.01. Purpose and Authority.**

(a) The Governing Body hereby finds, determines and declares that the Project to be acquired, constructed, improved and extended with the proceeds of the Bond are necessary for the proper operation of the Project and is economically feasible, and the Revenues will be sufficient to retire the Bond.

(b) For the purpose of paying the cost of the Project, including the payment of all fees and expenses incident thereto and to the issuance of the Bond, the Bond shall be issued in the Issue Amount. The Bond shall be payable solely from the sales tax revenues, as more specifically provided herein, and, to the extent available, monies remaining in the Construction Fund as described in Section 2.05(c) upon completion of the Project.

Section 2.02. Designation and Terms of the Series 2024 Bond. The Bond shall be designated as provided in Section 2.06, shall be issued in the Issue Amount of \$2,250,000, shall be dated as of the date of delivery to the Community Impact Board, shall be issued as a single fully-registered bond, without coupons, and shall be numbered R-1, the principal amount of which shall bear interest at the rate of 2.5% per annum. Interest shall be payable on the same day as the due date for the payment of principal.

Any installment of principal and interest which shall not be paid when due shall bear interest, to the extent permitted by law, at the rate of eighteen percent (18%) per annum from the date of maturity of such installment until that installment is paid.

Subject to prepayment of principal as herein provided, principal on the Bond shall be payable in the number of annual registered installments equal to the number of Payment Years, with no provision for any grace period as to the due date of such payments; provided, however, that the last such installment payment shall be in such amount as will pay the remaining principal due on the Bond on the date of such payment each in the amount of the Installment Amount, due on the Payment Date of each of the Payment Years. Each payment shall be first applied to any applicable interest accrued to the date of payment of that installment, then to principal. Principal and interest, if any, on the Bond shall be payable in any coin or currency which, on the respective dates of payments, is legal tender for the payment of debts to the United States of America and, except as hereinafter otherwise provided, shall be made by check or draft mailed to the Office of the Community Impact Board in Salt Lake City, Utah, or to its designee or to such other registered owner of the Bond as is shown on the registration books maintained by the Issuer at the close of business on the fifteenth day of the month next preceding each Payment Date at the address of such registered owner as it appears on such registration books or to such other address furnished in writing by such registered owner to the Issuer, and payment shall be endorsed thereon in the payment record attached thereto.

The single, Fully-Registered Bond may be exchanged for Serial Bonds in increments of

\$1000 at the option of the holder.

Section 2.03. Prepayment Provisions and Provisions Regarding Notation of Payments.

(a) The Bond shall be subject to prepayment at the option of the Issuer at any time in whole or in part in multiples of \$1000 as to each bond plus accrued interest, if any, to the date of prepayment, and without premium. In the event of a partial prepayment, each installment payment due on the Payment Date of each Payment Year after such partial prepayment shall remain in the Installment Amount regardless of any such partial prepayment; provided that any such partial prepayment shall reduce the principal due on the Bond in inverse order of installment maturities; and provided further that the final payment on the Bond shall be fully sufficient to pay all principal and interest, if any, remaining due thereon. With the exception of prepayments described in Section 2.05(c), each prepayment on the Bond shall be applied to any interest then due on the Bond and then to principal. Notice of any call for prepayment shall be given by registered mail not less than 30 days prior to the prepayment date to the State or to its designee, or to such other registered owner of the Bond as is shown on the registration books at the close of business on the fifteenth day next preceding the mailing of such prepayment notice at the registered owner's address as shown on such registration books or at such other address furnished in writing by such registered owner to the Issuer.

(b) In the event of a partial prepayment, such prepayment shall be made in the manner provided for herein for the payment of Installment Amounts (except that prepayments need not be made on Payment Dates) and endorsed on the Bond on the prepayment record attached thereto.

(c) If notice of prepayment shall have been given as aforesaid, the Bond or the portion thereof specified in said notice shall become due and payable at the prepayment price and on the prepayment date therein designated and if, on the prepayment date, money for the payment of the prepayment price of the Bond or the portion thereof to be prepaid shall be available for such prepayment on said date, then from and after the prepayment date, interest, if any, on the Bond or the portion thereof so called for prepayment shall cease to accrue and become payable.

(d) The registered owner of the Bond shall endorse any payment or prepayment of principal on the Bond upon the payment record or prepayment record attached to the Bond.

Section 2.04. Execution of Series 2024 Bond and Representations Relating to the Master Resolution. The Bond shall be executed on behalf of the Issuer by the manual signature of the Executive Officer and attested and countersigned by the manual signature of the City Recorder. The City Recorder shall impress or imprint the official seal of the Issuer on the Bond. The Treasurer is authorized and directed to complete the Certificate of Dates of Payment and Amount on the Bond. All of the covenants, promises, statements, recitals, representations and agreements contained in the Bond and this Master Resolution are hereby considered and understood, and it is hereby ordered and declared that the covenants, promises, statements, recitals, representations and agreements therein and herein are covenants, promises, statements, recitals, representations and agreements of the

Issuer.

Section 2.05. Sale of Series 2024 Bond; Construction Fund.

(a) The sale of the Bond to the Community Impact Board at a price equal to the Issue Amount is hereby approved, ratified and confirmed. The Bond shall be delivered to the Community Impact Board as soon as may be conveniently done hereafter. The purchase price for the Bond will be deposited with the Escrow Agent, to be held by the Escrow Agent in accordance with the provisions of this Master Resolution and the Escrow Agreement.

(b) Proceeds of the sale of the Bond shall be paid into and disbursed from a special fund held by the Escrow Agent in the Escrow Account heretofore established and confirmed and to be known as the Construction Fund. Money in the Construction Fund shall be held, used and paid out solely for the purpose set out in Section 2.01 hereof or to prepay the Bond as hereinafter provided, pursuant to the provisions of the Constitution and laws of the State of Utah and the provisions of the Escrow Agreement, which provisions shall include a requirement that each disbursement of monies from the Construction Fund shall be made only upon the written authorization of the State and the Issuer in the manner provided in the Escrow Agreement. Monies held in the Construction Fund shall be invested as provided in the Escrow Agreement.

(c) Upon completion of the Project, the Issuer shall immediately notify the State in writing of such completion and shall immediately transfer, or cause the Escrow Agent to immediately transfer, in the manner set forth in the Escrow Agreement, any funds remaining in the Construction Fund to the Bond Fund. Such funds shall be used to the fullest extent possible and as soon as possible hereunder, to prepay principal installments on the Bond in the manner set forth in this Master Resolution by applying such amounts against principal installments in inverse order of maturity.

Section 2.06. Form of Series 2024 Bond: The Bond is designated the "Enoch City, Iron County, Utah, Sales Tax Revenue Bond, Series 2024". The Bond shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF UTAH  
COUNTY OF IRON  
ENOC CITY**

**R-1**

**SALES TAX REVENUE BOND, SERIES 2024**

**THIS BOND HAS BEEN DESIGNATED BY THE AUTHORITY AND THE CITY FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.**

<u>Total Principal Sum</u>	<u>Interest Rate</u>	<u>Original Issue Date</u>
<b>\$2,250,000.00</b>	<b>2.50%</b>	<b>_____, 2024</b>

Enoch City, Iron County, Utah (the "Issuer") for value received, promises to pay from the special fund hereinafter described and in the manner hereinafter set forth, and not otherwise, to the order of the registered owner hereof, the Total Principal Sum set forth above, together with interest accruing on the unpaid principal balance from the Original Issue Date, at the rate specified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable annually on October 1 of each year, with interest and principal installments beginning October 1, 2025, Principal together with accrued but unpaid interest, shall be payable in registered installments on October 1 of each of the years as set forth in the following Repayment Schedule:

<u>Maturity Date</u> <u>October 1st</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Amount</u>	<u>Total</u> <u>Amount</u>
2025	\$	\$	\$
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			

2041  
2042  
2043  
2044  
2045  
2046  
2047  
2048  
2049  
2050  
2051  
2052  
2053  
2054

To each installment of principal there shall be added interest, at the rate of Two and one-half (2.50%) per cent per annum, accruing from the Original Issue Date, on the entire balance remaining due under this Bond. Interest shall be payable on the same day as the due date for a payment of principal.

Any installment of principal and interest hereof which shall not be paid when due shall bear interest at the rate of eighteen (18%) per cent per annum from the date of maturity of such installment until paid. This Bond is payable in lawful money of the United States of America by check or draft of the Issuer mailed to the State of Utah Permanent Community Impact Fund Board, Salt Lake City, Utah, or its designee, or to such other registered owner hereof, as such registered owner is shown on the registration books maintained by the Issuer at the close of business on the fifteenth day of the month next preceding each installment payment date at the address of such registered owner as it appears on such registration books or to such other address as is furnished in writing by such registered owner to the Issuer. The registered owner of this Bond, by acceptance hereof, agrees that such registered owner shall endorse each payment received on the Payment Record attached hereto. Payments received on this Bond shall be applied first to the payment of interest, if any, payable and then to principal.

Principal and interest on this Bond are payable solely from a Special Fund designated "Enoch City, Iron County, Utah Sales Tax Revenue Bond, Series 2024 Bond Fund" into which fund and into a reserve therefor, to the extent necessary to assure prompt payment of principal and interest on said Bond, shall be pledged 80% of the Revenues derived from Sales Taxes within the boundaries of the Issuer pledged therefor, all as more fully described and provided in the Master Resolution adopted by the governing body of said Issuer on the \* day of \*, 2024 (the "Master Resolution").

Both principal and interest on this Bond shall be payable in lawful money of the United States of America, to the registered owner hereof at the address of such owner shown on the registration books of the Issuer. Any holder of this Bond subsequent to its original holder is hereby placed on notice of all payments of both principal and interest on this Bond prior to its transfer to



it and all subsequent holders hereof hereby acknowledge that they have ascertained the actual unpaid principal amount of this Bond as of the date of transfer to it and hereby release the Issuer from all obligation as to all principal and interest, if any, paid by the Issuer prior to such date.

The Issuer hereby reserves the right, at its option, to prepay the principal amount outstanding, in whole or, in the manner hereinafter provided, in part, at any time.

Prepayments shall be made on the date, at the place and in the manner provided herein for making regularly scheduled Installment payments. Any prepayments shall be in the amount of principal being prepaid, together with interest thereon to the date of prepayment, and shall be made without penalty or additional charges.

All prepayments, after application to accrued interest, if any, shall be applied to the reduction of the principal portion of each installment payment due on the Bond in inverse order of installment maturities.

Notice of any prepayment of all or part of any Installment shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the prepayment date by mailing a copy of such Notice by registered or certified mail to the registered holder of this Bond at its address shown on the registration books. Failure to give such notice or any defect therein or in the mailing thereof shall not affect the effectiveness of the call for the redemption or prepayment by the Issuer.

This Bond is issued for the purpose of paying part of the cost of the construction of a public safety facility, together with related improvements and such legal, engineering and fiscal agent expenses reasonably incurred, under the authority of the Utah Local Government Bonding Act, Sections 11-14-101, et. seq., Utah Code Annotated, 1953, as amended, and under and by virtue of and in full conformity with the Constitution and laws of the State of Utah and a Master Resolution duly adopted by the Issuer on \*, 2024.

This Bond does not now and shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation nor a charge against the general credit or taxing powers of the Issuer.

This Bond shall be registered as to principal in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the City Recorder of the Issuer, who shall be the Registrar, each registration to be noted hereon by said Registrar. This Bond is transferable only by appropriate notation upon said book by the registered owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his attorney duly authorized in writing; thereupon, a new bond in the same form as this Bond shall be issued to the registered owner in the name of the transferee.

The Issuer hereby represents that the principal amount of this Bond anticipated to be paid from Revenues shall not, at any one time, exceed an amount for which the average annual

installments of principal and interest will exceed 80% of the Pledged Revenues to be derived from the collection or rebate of Sales Taxes (as defined in the Master Resolution) at the rate established at the time of the adoption of the Master Resolution authorizing the issuance of this Bond.

The Issuer hereby covenants with the registered owner of this Bond to keep and perform all covenants and agreements contained in the Master Resolution of the Issuer authorizing the issuance of this Bond, and the Issuer will cause to be collected and accounted for sufficient Net Revenues as defined in the Master Resolution as will at all time be sufficient to pay the principal payment on this Bond according to the payment terms set forth in this Bond and pursuant to the Master Resolution authorizing this Bond.

IN ACCORDANCE WITH SECTION 11-14-306, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE HOLDERS OF THIS BOND THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE SALES TAXES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED HEREIN UNTIL THIS BOND, TOGETHER WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT OR LIMITATION OF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THIS BOND.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond do exist, have happened and have been done and that every requirement of law affecting the issue thereof has been duly complied with; that this Bond does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that Eighty (80%) per cent of Issuer's sales tax revenues have been and are hereby pledged and will be set aside into said Special Fund by the Issuer to be used for the payment of the principal of and interest on this Bond authorized and issued pursuant to the Master Resolution aforementioned.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the corporate seal of said Issuer this \_\_\_\_ day of \_\_\_\_\_, 2024.

ENOCH CITY

(FORM ONLY - DO NOT SIGN)

By \_\_\_\_\_  
Mayor

Countersigned:

(FORM ONLY - DO NOT SIGN)

\_\_\_\_\_  
City Recorder  
(SEAL)

**REGISTRATION CERTIFICATE**

(No writing to be placed herein except by Bond Registrar.)

Date of Registration

Name of Registered Owner

Signature of Bond Registrar

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**PAYMENT RECORD**

I, the undersigned registered owner or authorized officer of the registered owner of the Bond to which this Payment Record is attached (the "Owner") hereby certify that the Owner has received from Enoch City, Iron County, Utah, the amounts indicated below on the dates set forth opposite such amounts in repayment of the loan of \$2,250,000 to Enoch City, Iron County Utah, as referenced by the Bond to which this Payment record is attached and have placed my signature in the space provided opposite such amounts to evidence receipt of same.

As long as the State of Utah, Permanent Community Impact Fund Board is the registered owner of the bond to which this Payment Record is attached, the Chairman of said Board or his designee, shall sign below as the owner of such Bond.

<u>Date Due</u>	<u>Amount</u>	<u>Interest Paid</u>	<u>Principal Paid or Prepaid</u>	<u>Date Due</u>	<u>Remaining Unpaid Principal Balance</u>	<u>Name, Title and Signature of Owner or Authorized Officer Thereof</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

## **PREPAYMENT RECORD**

I, the undersigned registered owner or authorized officer of the registered owner of the bond to which this Payment Record is attached (the "Owner"), hereby certify that the Owner has received from Enoch City, Iron County, Utah, the amounts indicated below on the dates set forth opposite such amounts in repayment of the loan of \$2,250,000 to Enoch City, Iron County, Utah, as referenced by the bond to which this Prepayment Record is attached and have placed my signature in the space provided opposite such amounts to evidence receipt of same.

As long as the State of Utah, Permanent Community Impact Fund Board, is the registered owner of the Bond to which this Prepayment Record is attached, the Chairman of said Board shall sign below as the owner of such Bond.

### Principal Due

<u>Date</u>	<u>Amount</u>	<u>Payment</u>	<u>Principal Balance</u>	<u>Date Paid</u>	<u>Name, Title and Signature of Owner or Authorized Officer Thereof</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM- as tenants in common

TEN ENT- as tenants by the entireties

JT TEN- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT- \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

Additional abbreviations may also be used though not in the list above.

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
Insert Social Security or Other  
Identifying Number of Assignee

\_\_\_\_\_  
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of Enoch City, Utah, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Section 2.07. Exchange of the Series 2024 Sales Tax Revenue Bond for Serial (Exchange) Bonds. It is recognized that the State may sell or otherwise transfer the Bond pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated, 1953, as amended, or otherwise. The Bond, may be exchanged at the office of the Issuer for a like aggregate principal amount of Serial Bonds in accordance with the provisions of this Section 2.07. Serial Bonds shall be substantially in the form set forth in Section 2.08 hereof and shall be in increments of \$1000. Each Principal Installment on the Bond not previously paid or canceled shall be represented by an equivalent principal amount of Serial Bonds, in authorized denominations and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Bond for Serial Bonds and the Issuer shall pay or cause to be paid all costs and other charges incident to such exchange.

Section 2.08. Form of Serial Bond. The Serial Bond shall be in substantially the following form:

**REGISTERED**

**REGISTERED**

No. R-\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF UTAH  
COUNTY OF IRON  
ENOC CITY**

**SALES TAX REVENUE BOND, SERIES 2024**

[SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS]	INTEREST RATE  2.50%	MATURITY DATE  October 1, __	DATED DATE  _____, 20__
---	-------------------------------	---------------------------------------	----------------------------------

Registered Owner:

Principal Amount: \_\_\_\_\_ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Enoch City, Iron County, Utah (the "Issuer"), a duly organized and existing political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender hereof, the principal amount identified above, bearing interest at the rate of Two and one-half (2.50 %) percent per annum. Any installment of principal and interest hereof which shall not be paid when due shall bear interest at the rate of eighteen (18%) per annum from the due date of such installment until paid.

Principal of, premium, if any, and interest on this Bond shall be payable at the office of the Issuer, as paying agent, or its successor as such paying agent. The principal of, premium, if any, and interest on this Bond shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Payments received on this Bond shall be applied first to the payment of interest, if any, payable and then to principal.

Interest on this Bond shall be mailed to the registered owner hereof at his address as shown on the records of the Issuer on October 1st of each year until the total principal amount of this Bond, plus all accrued interest hereon, is paid in full. In the event this Bond is exchanged for Serial Bonds as herein provided, interest will continue to accrue from October 1st previous to date of exchange and shall be payable commencing on the first October 1st following the dated date of said Serial Bonds.

THE ISSUER IS OBLIGATED TO PAY PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS BOND SOLELY FROM THE REVENUES (THE "REVENUES") DERIVED FROM APPORTIONMENT OF FUNDS AVAILABLE FROM SALES TAX REVENUES WITHIN THE BOUNDARIES OF ISSUER UNDER THE TERMS OF THE MASTER RESOLUTION (AS HEREINAFTER DEFINED). THIS BOND IS NOT A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION ON INDEBTEDNESS. PURSUANT TO THE MASTER RESOLUTION, REVENUES FROM THE PROJECT HAVE BEEN PLEDGED AND WILL BE SET ASIDE INTO SPECIAL FUNDS BY THE ISSUER TO PROVIDE FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND ALL BONDS OF THE SERIES OF WHICH IT IS A PART.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Utah Local Government Bonding Act, Sections 11-14-101, et. seq., Utah Code Annotated, 1953, as amended (the "Act") and all other laws applicable thereto.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE OR AT THE END HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

IN ACCORDANCE WITH SECTION 11-14-306, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE HOLDERS OF THIS BOND THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE SALES TAXES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED HEREIN UNTIL THIS BOND, TOGETHER WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH



ALTERATION, IMPAIRMENT OR LIMITATION OF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THIS BOND.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah or by the Act or the Master Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of the series of Bonds of which this Bond is a part, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Issuer.

IN WITNESS WHEREOF, Enoch City, Iron County, Utah, has caused this Bond to be signed in its name and on its behalf by its Mayor and [a facsimile of] its corporate seal to be [imprinted] [impressed] hereon and attested and countersigned by its City Recorder [(the signatures of said Mayor and City Recorder being by facsimile), and said officials by the execution hereof do adopt as for their own proper signatures their facsimile signatures appearing on each of the Bonds], all as of the Issue Date specified above.

ENOCH CITY

(FORM ONLY-DO NOT SIGN)

By \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

(FORM ONLY-DO NOT SIGN)

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

(SEAL)

## **CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned Master Resolution and is one of the Sales Tax Revenue Bond, Series 2024, of Enoch City, Iron County, Utah.

ENOCH CITY  
as Bond Registrar

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

Date of Registration and Authentication:

\_\_\_\_\_  
Bond Registrar and Paying Agent:  
Enoch City, Iron County, Utah

### **[FORM OF REVERSE SIDE OF OR TO BE APPENDED TO THE BONDS]**

This Bond is a special obligation of the Issuer and is one of an issue of a total series of fully-registered Sales Tax Revenue Bonds, Series 2024, designated as "Sales Tax Revenue Bond, Series 2024", in the aggregate principal amount of \$2,250,000 dated as of the date set forth below, issued under, by virtue of, in full conformity with and after full compliance with the Constitution and laws of the State of Utah, including particularly the Utah Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended, the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated 1953, as amended, and a Master Resolution duly adopted by the City Council of the Issuer (the "Governing Body") on \*, 2024, authorizing this Bond (the "Master Resolution"), for the purpose of paying all or part of the cost of the construction of a public safety facility, together with related improvements, including, without limitation, all fees and expenses reasonably incurred in connection therewith and with the issuance of such Bonds as may be properly payable from the proceeds thereof. Principal of, premium, if any, and interest, if any, on this Bond is payable solely from the revenues, funds and other monies pledged or provided therefor under the terms of the Master Resolution.

The Issuer hereby represents that the principal amount of this Bond anticipated to be paid from Revenues shall not, at any one time, exceed an amount for which the average annual installments of principal and interest, if any, will exceed 100% of the Pledged Revenues to be derived from the collection or rebate of Sales Taxes (as defined in the Master Resolution) at the rate established at the time of the adoption of the Master Resolution authorizing the issuance of this Bond.

To the extent and in the respects permitted by the Master Resolution, the Master Resolution

may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

The Bonds are dated as of \_\_\_\_\_, 2024 and are duly issued under and by virtue of the Act and under and pursuant to the Master Resolution. A copy of the Master Resolution is on file at the office of the City Recorder of the Issuer in Enoch City, Iron County, Utah, and reference to the Master Resolution and to the Act is made for a description of the pledge and covenants securing the Bonds, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the Bonds are issued and a statement of the rights, duties, immunities and obligations of the Issuer. Such pledge and other obligations of the Issuer under the Master Resolution may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Master Resolution.

This Bond is transferrable, as provided in the Master Resolution, only upon the books of the Issuer kept for that purpose at the office of the City Recorder of the Issuer, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer in a form approved by the Issuer, duly executed by the registered owner or his duly authorized attorney, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of the same aggregate principal amount, series designation and maturity as the surrendered Bond, all as provided in the Master Resolution and upon the payment of the charges therein prescribed. The Issuer and any Paying agent may treat and consider the person in whose name this Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest payable hereon and for all other purposes whatsoever.

Subject to the provisions of the Master Resolution, the Bonds are issuable in fully registered form, without coupons, in the denomination of \$1000 and any integral multiple thereof.

The Bonds are subject to redemption at any time at the option of the Issuer in whole or in part (if in part, in integral multiples of \$1000) in inverse order of maturity upon notice given as hereinafter set forth, at a redemption price equal to the principal amount of each Bond or portion thereof to be so redeemed, and without premium.

If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed shall be selected as provided in the Master Resolution; provided, however, that subject to other applicable provisions of the Master Resolution, the portion of any Bond to be redeemed shall be in a principal amount equal to a denomination in which the Bond was authorized to be issued, and that in selecting Bonds for redemption, the Issuer shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$1000.

If part but not all of a Bond in a denomination in excess of \$1000 is to be redeemed, the registered owner thereof shall present and surrender such Bond to the Issuer, and the Issuer shall execute and authenticate and deliver to the registered owner thereof, without charge therefor, a Bond or Bonds of the same maturity for unredeemed balance of the principal amount of such Bond, all as more fully set forth in the Master Resolution.

Notice of redemption shall be given by the Issuer by registered mail, not less than 30 days nor more than 45 days prior to the redemption date, to the registered owner of this Bond, at his address as it appears on the bond registration books of the Issuer, or at such address as he may have filed with the Issuer for that purpose. Each notice of redemption shall state the redemption date and the principal amount and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds to be redeemed.

If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Master Resolution.

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM- as tenants in common

TEN ENT- as tenants by the entireties

JT TEN- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT- \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

Under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the list above.

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_

\_\_\_\_\_  
Insert Social Security or Other  
Identifying Number of Assignee

\_\_\_\_\_  
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of Enoch City, Iron County, Utah and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

## **ARTICLE III**

### **SALE OF BONDS; SYSTEM OF REGISTRATION**

Section 3.01 Sale of Series 2024 Bond. The proceeds of the sale of the Series 2024 Bond shall be deposited at the time of sale in the Escrow Account as defined in Article I herein to be administered by the Escrow Agent. All monies so deposited in said fund shall be used solely for the purpose of acquiring the necessary property and constructing improvements, additions and extensions to the Project, including any architectural, engineering, legal, fiscal agent and other expenses incidental thereto.

Any unexpended bond proceeds remaining in said Escrow Account after completion of the Project shall be paid immediately into the "Enoch City, Iron County, Utah Series 2024 Revenue Fund" hereafter described. The said unexpended proceeds shall be used only for the prepayment of amounts of principal due or to become due on the Series 2024 Bond in inverse order of maturities or for redemption of any Serial Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof and as provided in the Escrow Agreement. Any bonds so redeemed shall be cancelled and shall not be reissued. Following the transfer of unexpended funds from the Escrow Account to the said Revenue Fund, the Escrow Account will be closed.

#### Section 3.02. Registration and Exchange of Bonds.

(a) This Article shall constitute a system of registration within the meaning and for the purpose of Chapter 7 of Title 15, Utah Code Annotated, 1953, as amended. The Issuer shall cause books for the registration and for the transfer of the Bonds to be kept at the office of its City Recorder.

(b) Upon surrender for transfer of any of the Bonds at the office of the Issuer, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Issuer and duly executed by the registered owner or his attorney duly authorized in writing, the City Recorder or other duly authorized official of the Issuer shall note the name of the transferee or transferees and the date of the transfer in the place provided on the back of the Bonds and shall affix his or her official signature thereon. The City Recorder shall thereupon deliver the Bond or Bonds to the transferee and shall enter in the registration books of the Issuer the name and address of the transferee.

(c) The Issuer shall not be required to transfer any of the Bonds during the period from the fifteenth day of the month next proceeding any Payment Date on the Bonds to and including such Payment Date, nor to transfer the Bonds during a period of 15 days next preceding mailing of a notice of prepayment of any installment, or portion thereof, on the Bonds.

(d) The person in whose name the Bonds shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and the Issuer shall not be affected by any notice to the contrary. Payment of the principal and interest on the Bonds shall be made only to or

upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds to the extent of the sum or sums so paid.

(e) No service charge shall be made by the Issuer for any transfer of the Bonds but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Bonds.

(f) Prior to making any transfer of the Bonds as provided in this Section, the City Recorder shall verify that the payment record and prepayment record attached to the Bonds have been accurately completed as of the date of such transfer and, if necessary, conform such payment record and prepayment record to accurately reflect all payments of principal on the Bonds, based on the records and information with respect to such Bonds maintained by the Issuer and the registered owner surrendering such Bonds.

Section 3.03. Mutilated, Lost, Destroyed or Stolen Bond. If any of the Bonds shall become mutilated, the Issuer, at the expense of the registered owner thereof, shall execute and deliver a new Bond of like tenor in exchange for the Bond so mutilated, but only upon surrender to the Treasurer of the Bond so mutilated, which Bond shall thereupon be canceled by the Issuer. If the Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Issuer and if such evidence be satisfactory and given, the Issuer, at the expense of the registered owner thereof, shall execute and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if the entire principal amount of the Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same without surrender thereof). Any Bond issued under the provisions of this Section in lieu of a Bond alleged to be lost, destroyed or stolen shall constitute an additional contractual obligation of the Issuer and shall be equally and proportionately entitled to the benefits of this Master Resolution. The Issuer shall not be required to treat both the original Bond and the duplicate Bond as being Outstanding for the purpose of determining the principal amount of the Bond and Parity Bonds which may be issued under this Master Resolution or for the purpose of determining any percentage of the Bond or Parity Bonds Outstanding under this Master Resolution, but both the original and duplicate Bond shall be conformed by the City Recorder to accurately reflect all payments of principal on the lost, destroyed or stolen Bond, based on the records and information with respect to such lost, destroyed or stolen Bond maintained by the Issuer and the registered owner of the Bond.

## **ARTICLE IV**

### **FLOW OF FUNDS**

#### **Section 4.01. Pledge Effected by the Master Resolution.**

(a) The Bond is a special obligation of the Issuer payable from and secured by the Revenues. There is hereby pledged for the payment of the principal of, prepayment premium, if any, and interest, if any, on the Bond in accordance with their terms and the provisions of this Master

Resolution, subject only to the provisions of this Master Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Resolution, (i) the proceeds of sale of the Bond, (ii) the Revenues, and (iii) all funds established hereunder, including the investments, if any, thereof. Except as otherwise provided in this Section, the Bond herein authorized shall enjoy complete priority of lien on the Revenues.

(b) In no event shall the Bond be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the Project.

Section 4.02. Establishment of Funds. The following funds are hereby established and confirmed:

- (1) Construction Fund, to be held by the Escrow Agent;
- (2) Revenue Fund, to be held by the Issuer;
- (3) Bond Fund, to be held by the Issuer; and
- (4) Reserve Fund, to be held by the Issuer.

Section 4.03. Revenue Fund. There shall be deposited into the Revenue Fund, as received, the Revenues. The Revenue Fund shall be deposited with the Depository and the monies credited to said Revenue Fund shall be expended only in the manner herein specified.

Section 4.04. Flow of Funds.

(a) As soon as practicable in each month after the deposit of Revenues in the Revenue Fund, and after payment of unpaid Expenses of Maintenance and Operation then due, but in any case, prior to the end of such month, the Issuer shall transfer, or cause the Depository to transfer, to the extent of monies available in the Revenue Fund, to the following funds in the following order the amounts set forth below:

(1) In the Bond Fund, monthly so long as the Series 2024 Bond is outstanding, one-twelfth of the sum of principal and interest falling due on the Series 2024 Bond during that year.

(2) In the Reserve Fund, beginning the month next following the month in which the Bond is issued hereunder, a sum equal to the Reserve Fund Installment for the Bond, so as to cause to be on deposit in the Reserve Fund an amount equal to the Reserve Fund Requirement for the Bond not later than 72 months following the commencement of such monthly transfers; provided, however, that if monies shall ever be paid out of the Reserve Fund, monies shall be deposited, in addition to other deposits required by this paragraph (2), into the Reserve Fund from available Revenues (after making all other payments of



Expenses of Maintenance and Operation and deposits into the Reserve Fund heretofore provided in this Section) to the extent necessary to cause the amount paid out to be replaced.

(b) Amounts remaining in the 2024 Revenue Fund after payment of the amounts required by paragraphs (1) and (2) of this Section and not required to meet Expenses of Maintenance and Operation or used for remedying any deficiencies in the payments previously made to the funds herein established, may be used, at the option of the Issuer and to the extent permitted by law, (1) to purchase or prepay any Bond in accordance with the provisions hereof governing prepayment of the Bond authorized hereunder in advance of maturity or, in the case of Future Parity Bonds, in accordance with the provisions of the resolution authorizing such Future Parity Bonds governing prepayment of such Future Parity Bonds in advance of maturity, including payment of expenses in connection with such purchase or prepayment; (2) to pay the principal or prepayment price of and interest on any bonds, including general obligation or junior lien revenue bonds of the Issuer issued to acquire, construct, improve or extend the Project; (3) to pay the costs of capital improvements to the Project; and (4) for any other lawful purpose, including, without limitation, payment of other obligations of the Issuer.

Section 4.05. Bond Fund. Monies in the Bond Fund shall be used for the purpose of paying principal, prepayment premium, if any, and any applicable interest when due on the Bond. The Bond Fund shall be kept on deposit with the Depository.

Section 4.06. Reserve Fund. In the event that the money on deposit in the Bond Fund on the final day of any month is less than the amount required to be in the Bond Fund pursuant to Section 4.04(a)(1) hereof, then the Issuer shall cause any funds on deposit in the Reserve Fund to be immediately transferred by the Depository to the Bond Fund in the amount required to eliminate the deficiency in the Bond Fund. Monies in the Reserve Fund may, if not required to be transferred to the Bond Fund as provided in this section, be used for the purpose of making emergency repairs or replacements to the Project as shall be necessary to insure the continued operation thereof and the capacity of the Project to earn Revenues. The Reserve Fund shall be kept on deposit with the Depository.

Section 4.07. Investment of Funds. All money maintained on deposit with the Depository shall be held as special and not as general deposits, the beneficial interest in which shall be in the registered owners from time to time of the Bond. All money so maintained on deposit with the Depository shall be secured to the fullest extent required or permitted by the laws of the State of Utah pertaining to the securing of public deposits. All or part of the money in the Bond Fund and in the Reserve Fund shall be invested by the Depository, at the direction of the Issuer, in Permitted Investments, but any such investments so made shall always be such that the obligations mature or become optional for redemption in amounts and at times so as to assure the availability of the proceeds thereof when needed for the purpose for which such funds were created. Interest received on all such investments permitted hereunder shall be deposited in the Revenue Fund, except that at any time less than the required amount is on deposit in either the Bond Fund or the Reserve Fund, then interest attributable to such fund, respectively, shall be deposited into such fund. Whenever any money so invested from the Bond Fund or the Reserve Fund is needed for the purpose for which

such fund was created, such investments, to the amount necessary, shall be liquidated by the Depository at the direction of the Issuer, and the proceeds thereof applied to the required purpose.

Section 4.08. Use of Funds When Reserves Sufficient to Pay Outstanding Bonds. Whenever there is sufficient available money in the Bond Fund and in the Reserve Fund to pay in full all principal and interest, if any, under these Bonds and all Bonds in accordance with their terms and the terms of this Master Resolution or, in the case of Future Parity Bonds, the resolution authorizing the issuance of such Future Parity Bonds, the money in such funds shall be used for such purpose and no other purpose but no additional payments need to be made into either fund unless necessary to replace monies lost or otherwise dissipated therefrom.

Section 4.09. Repayment to the District from Series 2024 Bond Fund or Reserve Fund. Any amounts remaining in the Series 2024 Bond Fund or the Reserve Fund after payment in full of the principal and interest on the Series 2024 Bond and all other amounts required to be paid immediately to the City.

## **ARTICLE V**

### **COVENANTS AND UNDERTAKINGS**

Section 5.01. Covenant of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Bonds the following:

(a) While any of the Bonds remain outstanding and unpaid, any resolution or other enactment of the Issuer, applying the Pledged Revenues for the payment of the Bonds shall be irrevocable until the Bonds have been paid in full as to both principal and interest, if any, and shall not be subject to amendment or modification in any manner which would impair the rights of the holders of the Bonds or which would in any way jeopardize the timely payment of principal or interest, if any, when due.

(b) So long as any Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the receipt and use of Pledged Revenues. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred fifty (150) days following the close of each fiscal year (the term "fiscal year" as used in this subsection meaning whatever twelve-month period the Issuer may from time to time be using for general financial accounting purposes) cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of Pledged Revenues, and that such audit will be available for inspection by each Bondholder; provided, however, during such periods of time as the Community Impact Board is the Registered Owner of the Bond, each such audit will be supplied to the Community Impact Board as soon as completed without prior request therefor by the Community Impact Board. Each such audit, in addition to whatever matters may be

thought proper by the accountant to be included therein, shall include the following:

- (i) A statement in detail of the receipt and expenditure of Pledged Revenues for such fiscal year;
- (ii) A balance sheet as of the end of such fiscal year;
- (iii) The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Master Resolution, and the accountant's recommendations for any change or improvement;
- (iv) A list of the insurance policies in force at the end of the fiscal year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and
- (v) An analysis of all funds created in this Master Resolution, setting out all deposits and disbursements made during the fiscal year and the amount in each fund at the end of the fiscal year.

The Community Impact Board may, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular fiscal year set forth in this Subsection 5.01(b), provided, however, that such waiver shall not apply to the reporting requirements of the Issuer set forth in Subsection 5.01(c) herein.

(c) In addition to the reporting requirements set forth in Subsection 5.01(b) above, the Issuer shall submit to the Community Impact Board within one hundred fifty (150) days following the close of the Issuer's fiscal year, a summary report substantially in the form as provided by the Community Impact Board to the Issuer upon purchase of the Bonds.

All expenses incurred in compiling the information required by this section shall be regarded and paid as an operation and maintenance expense of the Project. If a Bondholder is other than the Community Impact Board, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each fiscal year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(d) Each Bondholder shall have the right at all reasonable times to inspect the Project, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to it financial statements and other information relating to the Issuer and the Project as it may from time to time reasonably require.

(e) Every officer, agent or employee of the Issuer having custody or control of any of the Revenues or of the proceeds of the Bonds shall be bonded by a responsible corporate surety

in an amount not less than the greatest amount reasonably anticipated to be within the custody or control of such officer, agent or employee at one time. The premiums on such surety bonds shall not be an operation and maintenance expense of the Project.

(f) The Issuer shall commence and complete the acquisition and construction of the Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(g) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the Project or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the Revenues or any part thereof or which might impair the security of the Bond, except when the Issuer in good faith contests its liability to pay the same.

(h) All payments falling due on the Bonds shall be made to the Bondholder thereof at par and all charges made by the Depository Bank for its services shall be paid by the Issuer.

(i) The Issuer will maintain its corporate identity, will make no attempt to cause its corporate existence to be abolished and will resist all attempts by other municipal corporations to annex all or any part of the territory now or hereafter in the Issuer or served by the Project.

Section 5.02. Covenant of State of Utah. In accordance with Section 11-14-306, Utah Code Annotated 1953, as amended, the State of Utah hereby pledges and agrees with the holders of the Bonds, that it will not alter, impair or limit the sales taxes in a manner that reduces the amounts to be rebated to the Issuer which are devoted or pledged herein until the Bonds, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment, or limitation if and when adequate provision shall be made by law for the protection of the holders of the Bonds.

Section 5.03. Observance of Laws and Regulations; Permits, Licenses and Claims.

(a) The Issuer will well and truly keep, observe and perform all valid and lawful obligations or orders or regulations now and hereafter imposed on it by contract, or prescribed by any law of the United States of America or of the State of Utah, or by any officer, board or commission having jurisdiction or control over the Issuer or the Project or both, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the Issuer, including its right to exist and carry on business, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired; provided, however, that the Issuer shall not be required to comply with any such orders so long as the validity or application thereof shall be contested in good faith.

(b) The Issuer shall at all times undertake reasonable efforts to perfect, and protect

and maintain rights of any kind, all purchase contracts of any kind, and all permits, licenses and claims, necessary for the operation of the Project.

Section 5.04. Insurance and Fidelity Bonds.

(a) The Issuer agrees to procure and maintain, or cause to be procured and maintained, insurance on the Project and public liability insurance in such amounts and against such risks as are usually insurable in connection with similar projects and as is usually carried by municipalities operating similar projects.

(b) The Issuer further agrees to procure and maintain, or cause to be procured and maintained, adequate fidelity insurance or bonds on the positions of Executive Officer, City Recorder, City Treasurer and on any other person or persons handling or responsible for funds of the Issuer related to the Project.

(c) The provisions of this Section relating to the procurement and maintenance of insurance are subject to the condition that insurance of the type described herein is obtainable at reasonable rates and upon reasonable terms and conditions.

Section 5.05. Against Sale or Other Disposition of Project Except Under Conditions. The Issuer will not sell, lease, encumber, alienate or in any manner dispose of the Project or any substantial part thereof until all of the Bonds have been paid in full; provided, however, that nothing herein contained shall be construed to prevent disposal by the Issuer, upon prior written notice to the registered owners of the Bonds, of property which it deems has become inexpedient to use in connection with the Project, when other property of equal value is substituted therefor.

Section 5.06. Future Parity Bonds.

(a) The Issuer will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Revenues, unless such other bonds or obligations together with all then Outstanding Bonds payable from the Revenues do not exceed an amount for which the average annual installment of principal and interest exceeds 80% of the total sales tax revenues received by the Issuer from the collection or rebate of the sales tax revenues received by the Issuer from the collection or rebate of the sales tax revenues during the fiscal year of the Issuer immediately preceding the year in which the resolution authorizing the issuance of Future Parity Bonds is adopted and Issuer otherwise complies with the provisions of Section 11-14-306, Utah Code Annotated, as amended; provided that at any time Future Parity Bonds may be authorized by resolution of the Governing Body the following conditions shall be met:

(1) If the Future Parity Bonds are to be issued solely for the purpose of refunding a portion of the Bonds then outstanding then, for the purpose of making the calculation required under the foregoing paragraph, the maximum annual debt service on the Outstanding Bonds in any future Year shall take into consideration only Bonds that will remain outstanding after the issuance of such Future Parity Bonds, provided that if before

the issuance and delivery of such Future Parity Bonds all of the Bonds theretofore issued will have been retired, nothing herein contained shall limit or restrict the issuance of any such Future Parity Bonds;

(2) The resolution authorizing the issuance of such Future Parity Bonds shall provide that the last maturity date of the Future Parity Bonds shall not be earlier than the last maturity date of any Bonds theretofore issued and then outstanding and shall provide for fixed serial maturities or mandatory minimum sinking fund payments, of any combination thereof, in such amounts as will be sufficient to provide for the payment or retirement of all such Future Parity Bonds on or before their respective maturity dates;

(3) The payments required to be made into the various funds provided in Article IV hereof must be current at the time of the issuance of such Future Parity Bonds; and

(4) Any proceedings authorizing issuance of Future Parity Bonds must provide that the Reserve Fund therein is to be accumulated to an amount not less than the maximum annual debt service within 36 months from the date of delivery of such Future Parity Bonds, in 36 approximately equal monthly installments. The Reserve Fund requirement for Future Parity Bonds will be in addition to the requirement that the reserves of all outstanding bonds, both prior lien bonds and Parity Bonds, shall (without contradictory redundancy) be raised and maintained to an amount which is the greater of the reserve fund requirement established in each respective resolution authorizing the issuance of any then outstanding Bonds or the maximum annual debt service on each Bond.

(b) A certificate evidencing compliance with the foregoing requirements of this Section signed by the Executive Officer and attested and countersigned by the City Recorder shall be delivered to the State so long as it is the registered owner of any of the Bonds and to any other registered owner of any of the Bonds requesting a copy thereof, prior to the issuance of any Future Parity Bonds.

#### Section 5.07. Rights and Remedies of Bondholders.

(a) The registered owner of any outstanding Bonds from time to time shall be permitted the exercise of all rights and powers to which such registered owner is entitled under the Constitution and laws of the State of Utah.

(b) In addition to all other rights afforded by the Constitution and laws of the State of Utah, to the extent permitted by law, the Issuer agrees that the registered owner of any outstanding Bonds shall have the right to, if any of the Bonds shall be permitted to default as to payment of principal and prepayment premium, if any, thereon to apply to a court of competent jurisdiction to appoint a receiver to collect and apply the Pledged Revenues for payment of the Bonds.

(c) Further, in the event of default the bondholder has the remedy to impose interest

on the total outstanding principal balance of the Bonds at the rate of 18% per annum until the default is cured.

Section 5.08. Resolution to Constitute Contract Between the Issuer and the Holders of the Bond. The provisions of this Master Resolution shall constitute a contract between the Issuer and the registered owners from time to time of the Bond. After the issuance of any such Bond, no change, variation or alteration in the provisions of this Master Resolution may be made, except as provided in Article V hereof. The provisions of such contract shall be enforceable by appropriate proceedings to be taken by any of such registered owners either at law or in equity, to the extent permitted by law.

Section 5.09. Compliance with Master Resolution. The Issuer will not issue, or permit to be issued, any bonds or other obligations in any manner other than in accordance with the provisions of this Master Resolution and will not suffer or permit any default to occur under this Master Resolution, but will faithfully observe and perform all of the covenants, conditions and requirements hereof. The Issuer will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Master Resolution and for the better assuring and confirming to the registered owners of the Bonds of the rights, benefits and security provided in this Master Resolution. The Issuer for itself, its successors and assigns represents, covenants and agrees with the registered owners of the Bonds, as a material inducement to the purchase of the Bonds, that so long as any of the Bonds shall remain outstanding and the principal thereof, prepayment premium, if any, and interest thereon shall be unpaid or unprovided for, it will faithfully perform all of the covenants and agreements contained in this Master Resolution and the Bonds.

## **ARTICLE VI**

### **MODIFICATION OR AMENDMENT OF MASTER RESOLUTION**

Section 6.01. Amendments Permitted. The registered owners of seventy-five percent (75%) in principal amount of the outstanding Bonds (not including any Bonds which may then be held or owned by or for the account of the Issuer), shall have the right from time to time to approve the adoption by the Governing Body of any amendment to this Master Resolution which may be deemed necessary or desirable by the Governing Body; provided, however, that nothing herein contained shall permit or be construed to permit the modification of the terms and conditions in this Master Resolution or in the Bonds so as to:

- (1) Make any change in the maturity of the Bonds;
- (2) Reduce the rate of interest borne by any of the Bonds;
- (3) Reduce the amount of the principal payable on the Bonds;
- (4) Modify the terms of payment of principal of, prepayment premium, if any, or interest,

if any, on the Bonds or impose any conditions with respect to such payment;

(5) Affect the rights of the registered owners of less than all of the Bonds then Outstanding;  
and

(6) Make any change in the provisions of this Article.

Section 6.02. Notice of Proposed Amendment; Consent of Bondholders.

(a) If at any time the Governing Body shall have proposed an amendatory resolution, it shall cause the notice of the proposed adoption of such resolution to be sent by registered mail to the registered owners of the Bonds then Outstanding. No notice by publication shall be required.

(b) Whenever at any time within one year from the date of the mailing of said notice, there is filed in the office of the City Recorder an instrument or instruments executed by the registered owners of at least seventy-five percent (75%) in principal amount of the Bonds then Outstanding, specifically consenting to and approving the adoption of the amendatory resolution; thereupon, but not otherwise, said resolution shall become effective and the provisions thereof binding upon the registered owners of all of the Bonds then outstanding and no registered owners of any Bond then outstanding, whether or not he shall have consented to or shall have revoked any consent as in this Article provided, subject to the limitations of the subsequent paragraph, shall have any right to object to the adoption of such amendatory resolution or to the operation of any of the terms and provisions thereof.

(c) Any consent given by the registered owners of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of six months from the date of the mailing of the notice aforesaid and shall be conclusive and binding upon all future registered owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of mailing of such notice by the registered owners who gave such consent, or by a successor in title, by filing notice with the Governing Body in form satisfactory to the Governing Body of such revocation of consent, but such revocation shall not be effective if the registered owners of seventy-five percent (75%) in principal amount of the Bonds then Outstanding have prior to the attempted revocation consented to and approved the amendatory resolution.

(d) Proof of the execution of any such instrument of consent or the ownership by any person of such Bonds shall be conclusive, if made in the manner provided in this Article. The fact and date of the execution by any person of any such instrument of consent may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgment of deeds, certifying that the person signing such instrument of consent acknowledged to him/her the execution thereof.

(e) The amount and number of Bonds owned by any person executing any such instrument of consent and the date of his holding the same may be proved by a certificate executed



by any bank, trust company or member of the New York Stock Exchange, showing that on the date therein mentioned such person had on deposit with or exhibited under the claim of ownership to such bank, trust company or member of the New York Stock Exchange the Bonds therein described. The Governing Body may nevertheless in its discretion require further proof in cases where it deems further proof desirable.

## **ARTICLE VII**

### **MISCELLANEOUS**

Section 7.01. Discharge of Indebtedness. Any Bond or Parity Bond shall not be deemed Outstanding when:

(1) It is canceled because of payment or prepayment prior to maturity; or

(2) Cash funds for the payment or prepayment of such Bond or Parity Bond shall have been theretofore deposited with the Depository for such Bond or Parity Bond, respectively (whether upon or prior to maturity of or the prepayment date established for such Bond or Parity Bond); provided that if the Bond or Parity Bond is to be prepaid prior to maturity, notice of such prepayment shall have been given or waiver of such notice shall have been filed with the Issuer by the registered owner of the Bond or Parity Bond, respectively, to be prepaid and there shall have been deposited irrevocably and arrangements shall have been made with the Depository to assure payment of all fees and expenses of the Depository to become due on and prior to the maturity or prepayment date, with no monies to be invested in any investments but direct obligations of or obligations guaranteed by the United States of America, maturing and bearing interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due.

Section 7.02. Execution of Escrow Agreement. The Escrow Agreement, in substantially the form presented at the meeting at which this Master Resolution is adopted, is hereby approved and the Executive Officer and the City Recorder are hereby authorized and directed to execute and deliver the Escrow Agreement to the parties thereto, with such changes, if any, as the Executive Officer may direct prior to such execution and delivery. Said execution of the Escrow Agreement shall constitute conclusive evidence of the approval thereof by the Executive Officer.

Section 7.03. Depository. The Depository hereunder shall be a Qualified Depository. If at any time the Depository hereunder shall cease to be a Qualified Depository, the Issuer shall, as soon as reasonably practicable, select a successor thereto who shall be a Qualified Depository.

Section 7.04. Master Resolution Not to be Construed to Make the Bond an Indebtedness of the Issuer. Nothing in this Master Resolution shall be construed in such a manner as to result in making the Bond an indebtedness of the Issuer, and if it shall ever be held by any court of competent jurisdiction that any or all of the provisions of this Master Resolution are invalid or that the enforcement of the provisions of this Master Resolution would make the Bond invalid or unenforceable, said provisions of this Master Resolution shall be considered to be null and void.

Section 7.05. Partial Invalidity. If any one or more articles, sections, paragraphs, clauses or provisions of this Master Resolution or the application thereof to any person or circumstances are held to be invalid by final decision in any court of competent jurisdiction, such invalidity shall not affect the other articles, sections, paragraphs, clauses and provisions of this Master Resolution which can be given effect without the article, section, paragraph, clause or provision so held to be invalid or the application of which is held to be invalid and shall not affect the application of such article, section, paragraph, clause or provision to other persons or circumstances and to this end the provisions of this Master Resolution are declared to be severable.

Section 7.06. Article and Section Headings. All references herein to "Articles", "Sections" and subdivisions are to the corresponding articles, sections or words of similar import refer to this Master Resolution as a whole and not to any particular Article, Section or subdivision hereof. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience or reference and shall not affect the meaning, construction or effect of this Master Resolution.

Section 7.07. Publication of Notice of Bonds to Be Issued. In accordance with the provisions of Section 11-14-316, Utah Code Annotated, 1953, as amended, the City Recorder has heretofore caused "Notice of Bonds to be Issued" to be published two (2) times in The Iron County Today, a newspaper having general circulation in Enoch, Utah, which is hereby confirmed and ratified.

Section 7.08. Conflicting Resolutions. All resolutions and parts thereof in conflict herewith and hereby repealed to the extent of such conflict.

Section 7.09. Effective Date. Immediately after its adoption, this Master Resolution shall be signed by the Mayor and the City Recorder shall have the official seal of the Issuer impressed or imprinted hereon, shall be recorded in a book kept for that purpose and shall take immediate effect.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

ENOCH CITY

By \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

[SEAL]