

ENOCH CITY COUNCIL NOTICE AND AGENDA

September 4, 2024 at 6:00pm

City Council Chambers

City Offices, 900 E. Midvalley Road

Join Zoom Meeting

<https://us02web.zoom.us/j/81579224880>

Meeting ID: 815 7922 4880

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 September 4, 2024**
 - e. **Approval of Minutes for August 21, 2024-**
 - f. **Ratification of Expenditures-**
 - g. **Conflict of Interest Declaration for this agenda-**
2. **PUBLIC COMMENTS**
3. **CONSIDER RESOLUTION NO. 2024-09-04-A A RESOLUTION TO AMEND THE ENOCH CITY FEE SCHEDULE REGARDING WATER CONNECTIONS AND WASTEWATER**
4. **CONSIDER ORDINANCE NO. 2024-09-04-A AN ORDINANCE TO AMEND ENOCH CITY ORDINANCE 12-1200 PLANNED UNIT DEVELOPMENT (PUD)**
5. **CONSIDER ORDINANCE NO. 09-04-2024-B AN ORDINANCE AMENDING ENOCH CITY ORDINANCES 11.300.350 CONSTRUCTION AND REPAIR OF STREETS AND SIDEWALKS, 11.300.351 CONSTRUCTION BY PERSONS, AND 11.300.360 SIDEWALK REGULATIONS**
6. **CONSIDER RESOLUTION NO. 2024-09-04-B A RESOLUTION APPROVING THE 50/50 CONCRETE REPLACEMENT PROGRAM**
7. **CONSIDER RESOLUTION NO. 2024-09-04-C A RESOLUTION APPROVING THE CONTRACT PROPOSAL WITH SHUMS CODA ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**
8. **CONSIDER ORDINANCE NO. 2024-09-04-C AN ORDINANCE ADOPTING THE STORMWATER IMPACT FEE FACILITIES PLAN & POLICY AND IMPACT FEE ANALYSIS AND AMENDING THE STORMWATER IMPACT FEE**
9. **ADJOURN REGULAR MEETING AND CONVENE THE CDRA MEETING –**
The Council will convene the Community Development & Renewal Agency meeting.
10. **RETURN TO THE REGULAR CITY COUNCIL MEETING**
11. **COUNCIL/STAFF REPORT**

12. 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.

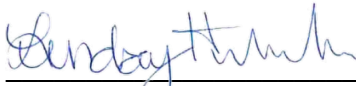
13. ACTION FROM CLOSED MEETING-

14. 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 08/28/2024.



8/28/2024

Lindsay Hildebrand, Recorder

Date

MINUTES
ENOCH CITY COUNCIL
August 21, 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: Todd Renae, Ryan Talbot, Bryce Poulson, Anne Stapel, Jonathan Wilson, Reynolds, Delaine Finlay

1. CALL TO ORDER OF REGULAR COUNCIL MEETING - By Mayor Pro-Tem Stoor

- a. **Pledge of Allegiance-** Led by Council Member Tingey
- b. **Invocation (2 min.)-Audience invited to participate-** Given by Council Member Ross
- c. **Inspirational thought-** Given by Council Member Ross. Council Member Ley will have the thought at the next meeting.
- d. **Approval of Agenda for August 21, 2024 - Council Member Ross made a motion to approve and amend the agenda. Item number 10 will go before item number 3. Council Member Ley seconded and all voted in favor.**
- e. **Approval of Minutes for August 7, 2024- Council Member Ley made a motion to approve the minutes. Council Member Ross seconded and all voted in favor.**
- f. **Ratification of Expenditures- Council Member Ross made a motion to ratify the expenditures for the month. Council Member Tingey seconded and all voted in favor.**
- g. **Conflict of Interest Declaration for this agenda-** There was none.

2. PUBLIC COMMENTS

Spencer Jones wanted to discuss item number 8. The proposed ordinance 11.300.3506 - he wasn't sure of the background, however, he does agriculture and every night they have irrigation water that will go onto adjoining lands. The rural nature of our community includes this. Sprinklers do drift over and sometimes onto a road. He wanted the Council to take a serious consideration to amend that to only if there was damage to public property. The other side is there are two situations where Enoch's water goes onto his property regularly.

Regarding the removal of snow, sections 11.300.361 and 11.300.360, there are a lot of municipalities that if the sidewalk is heaved, the city will grind those joints. Cities will have a bid with contractors and concrete contractors will charge by the square foot. He realized that would be a funding issue for the council. In Enoch City, the right of way is one foot behind the sidewalk. The premise behind that has been for maintenance to replace those sidewalks so that they aren't trespassing onto private property. He is only speaking as a concerned citizen. In many other cities,

the property line starts at the curb whereas here it is Enoch City property. A lot of cities do the snow removal, and take care of the public property.

Steve Nelson

Is representing the Penny's for the Master Planned PUD parcel. He wanted to share his perspective on some of the previous amendments. Shret for the community has seen the Master Plan Community. City Manager Dotson showed a map of the concept. They are TND Traditional Neighborhood Design. They hired Mark Watkins who is viewed as one of the fathers of this concept. The foundation of the overall concept is thinking about how people interact and design a community built by interaction. Walkable streets and green spaces are important. Some of the ideas are the desire to create a city center for Enoch. They are hoping that it will become the downtown area of Enoch. He gave some architectural examples. They are talking about traditional cottages. They want to take stormwater through a series of parks. The homes around those become more desirable. He mentioned the street sections. They will be different than was currently in the norm. An affordable home is currently a starter home. He is looking for a simple small 800 to 1000 square foot as a base home where you add the garage later. It would be beautifully designed. He showed their first phase and mentioned the ordinances that would need to be amended. He noted permitted uses. He wondered if the council would include that a developer can plug one twin home in the phase to intermix with detached homes. They would be individually owned. Let the fire code and setbacks determine the lot size. This allows the developer to be creative and create something more affordable.

**10. CONSIDER RESOLUTION NO. 2024-08-21-B A RESOLUTION TO
AMEND THE ENOCH CITY FEE SCHEDULE REGARDING POLICE
DEPARTMENT FEES**

Bailey Breinholt from the Police Department administration reported that she had been researching the fees from other police departments. She proposed amendments to the fee structure, including setting a \$10 fee for incident and accident reports and video requests, with the option to waive the fee for large requests to avoid excessive charges. For flash drives, the department would charge the actual costs, as that is the medium used to provide the information. Additionally, she suggested charging for the time it takes to fulfill a request after the first 15 minutes, which is free per GRAMA code.

Council Member Tingey inquired if the request would still be free for the first 15 minutes, to which Breinholt confirmed a flat \$10 fee. Breinholt also mentioned that she has been informing requesters of the estimated costs in advance. Council Member Ley inquired about fee waivers, and Breinholt noted that fees could be waived for victims of crimes. She cited two instances where large requests were made but never picked up, leading to a policy that future requests from those individuals would require payment upfront. When asked by Council Member Tingey about the cost of DNA testing, Breinholt clarified that the DNA testing kits are provided by the state.

Council Member Ross made a motion to approve Resolution No. 2024-08-21-B, a resolution to amend the Enoc City Fee Schedule Regarding Police Department Fees. Council Tingey seconded and a roll call vote was held as follows:

Council Member Ross: Yea	Council Member Harris: Yea
Mayor Pro-Tem Stoor: Yea	Council Member Tingey: Yea
Council Member Ley: Yea	

3. PRESENTATION REGARDING THE IRON COUNTY YETI BILLETING PROGRAM – Todd Ranae

Todd Ranae, a resident of Sunrise Drive and the general manager and business coach for Yeti, presented information about the Yeti junior hockey team, which serves as a gateway to college hockey for players aged 16-20. He explained that the team is seeking host families to provide a private bedroom, meals, and a supportive atmosphere for the players, who will become involved in the community and schools. Host families are not required to cook for the players but are expected to treat them as part of their family. Each host family will receive a \$500 flat rate per player, up to four players, as well as season tickets and access to special events. The players are scheduled to arrive on September 6 for training camp, with the hosting period lasting 8-9 months. Host families need to provide a room, internet access, and a bathroom; they do not need to provide clothing or medications, as the players are insured through the league.

Council Member Tingey inquired about the age of the program, and Ranae confirmed that it is brand new, though junior hockey is common throughout the USA. Council Member Ley asked what action was expected from the city, and Ranae clarified that he simply wanted to spread the information. When Stoor asked about the number of players, Ranae stated that up to 28 players are involved, with 14 already covered by host families and 14 more needed. In response to Ross's question about how interested parties could contact him, Ranae mentioned that the information is available on the Iron County Yeti Facebook page and through a Google form. He also noted that while the players come from all over the world, most are currently from the USA. When Ley asked about academic standards, Ranae explained that players have advisors, but it is ultimately their responsibility to succeed academically. He emphasized that any misconduct would result in immediate expulsion from the team, as they are expected to be very responsible.

4. PUBLIC HEARING FOR DISPOSAL OF PROPERTY, PARCELS A-0916-0002-001C and A-1014-0012-0000

Council Member Ross made a motion to close the regularly scheduled City Council meeting and open a public hearing for the disposal of property, parcels A-0916-0002-001C and A-1014-0012-0000. Council Member Tingey seconded and all voted in favor.

There were no public comments.

Council Member Ross made a motion to close the public hearing and reconvene the regularly scheduled City Council meeting. Council Member Ley seconded and all voted in favor.

5. CONSIDER BIDS FOR THE DISPOSAL OF PROPERTY, PARCELS A-0916-0002-001C and A-1014-0012-0000 (little lot)

City Manager Dotson said these are two parcels that we traded owners for. A discussion and a potential decision to award the bid could happen in a closed meeting. Mayor Pro-Tem Stoor said they review the bids tonight and if they need to, they will go into a closed meeting to determine if they accept those bids.

- City Manager Dotson opened a bid from Mckell Staple. It was for Parcel A-1014-0012-0000, which is the ¼ acre lot. The bid was for \$20,000.
- City Manager Dotson opened a bid from Mr. Serano. It was for Parcel A-1014-0012-0000, which is the ¼ acre lot. The bid was for \$5,000.
- City Manager Dotson opened a bid from Mckell Staple. It was for Parcel A-0916-0002-001C, which is the .413 acre lot. The bid was for \$40,000.

- City Manager Dotson opened a bid from Mr. Serano. It was for Parcel A-0916-0002-001C, which is the .413 acre lot. The bid was for \$10,000.

City Manager Dotson explained why they would need a closed meeting.

6. PUBLIC HEARING REGARDING THE ENOCH CITY STORMWATER IMPACT FEE ANALYSIS

Council Member Ross made a motion to close the regularly scheduled City Council meeting and open a public hearing regarding the Enoch City Stormwater Impact Fee analysis. Council Member Tingey seconded and all voted in favor.

Ryan Talbot, Executive Officer of the Iron County Home Builder Association (HBA), read an official statement from the association. Council Member Ley inquired whether holding areas could reduce costs associated with storm drains. Ryan suggested it might be more cost-effective to retain water post-development, preventing it from entering the city system.

Spencer Jones, the Chair of Government Affairs for Home Builders, explained that retention basins would incur significant excavation costs. He noted that moving water between detention basins would not impact the city's storm drain system and emphasized the need to consider user fees in the impact fee study. If developers manage the net difference of pre- and post-development flows, there would be no impact on the system. Council Member Ley raised concerns about the city having to maintain retention basins in the future. Spencer clarified that unless roads are private, water from them would be considered city water. He described the process in which a developer's engineer designs plans, which are reviewed by the city staff and Watson Engineering before approval and construction. City Manager Dotson added that impact fees do not cover maintenance costs, noting that the city generates about \$40,000 annually in user fees. Spencer suggested the city needed a more comprehensive system.

Council Member Tingey asked for thoughts on the impact study related to user fees. Spencer proposed assessing existing hard surfaces to determine costs covered by user fees. He supported an increase in the impact fee from \$2,000 to \$5,300, with an incremental rise of \$300-\$500 each year.

Ryan mentioned that the county had completed some Lidar mapping to visualize water flows. Justin Wayment, City Attorney, cited a state statute prohibiting local entities from imposing impact fees to address deficiencies in public facilities serving existing developments or to recoup more than the actual costs incurred for excess capacity.

Council Member Ley asked if a developer could receive a discount on impact fees for constructing a specific type of retention basin. The El Dorado case was discussed.

Council Member Ross made a motion to close the public hearing and reconvene the regularly scheduled City Council meeting. Council Member Ley seconded and all voted in favor.

7. DISCUSS THE ENOCH CITY STORMWATER IMPACT FEE ANALYSIS

City Manager Dotson explained that some portions of projects were not eligible for impact fees and gave an example. Council Member Ley asked if adding drainage would then require paying impact fees. City Manager Dotson confirmed that it was a possibility and discussed the differences between retention and detention.

Brittani, Sunrise Engineering, suggested the possibility of discounting fees for retention. She explained that the fees were based on developed and undeveloped areas and runoff calculations. However, completely waiving the fees was not feasible because all water, including mountain runoff, needed to move through the system. Even with 100% retention, infrastructure and planning would still be required.

Stoor asked how this aligned with state code, and Justin explained that state law required fees to be fairly and reasonably assessed. He provided an example from a case in northern Utah and emphasized the need for a logical basis related to development. City Manager Dotson discussed a recent transportation analysis. The impact fees had been politically reduced and explained the calculation process.

There was a discussion about whether a developer could receive a discount for retaining all water on their property, which would be evaluated on a site-specific basis. Council Member Tingey questioned whether even with a 100% water retention plan, contingencies were needed for extreme events like a 600-year flood. City Manager Dotson responded that such design standards were impractical and not in use, citing past storms that exceeded existing infrastructure capacities.

Council Member Ross inquired about how frequently the standards were updated and when the recent floods would be factored into future planning. Brittani and Justin discussed how coefficients for runoff were calculated and the impact of landscaping choices, like plastic and rock installations, which increase runoff.

The group discussed current fee structures and the need for adjustments. Council Member Harris proposed setting the impact fee between \$4,000 and \$5,000 with incremental increases and raising user fees to around \$8. Justin noted that low user fees might limit grant opportunities and that the state regulates fees to some extent.

Council Member Tingey expressed concerns about the public's understanding of these matters and suggested better education efforts. City Manager Dotson mentioned he was preparing a spreadsheet to outline fee considerations. Ross supported an \$8 residential fee and a \$21 commercial fee. City Manager Dotson added that to qualify for certain grants, fees must meet specific thresholds, such as charging a base fee for water projects.

The discussion highlighted a disconnect between the city's costs and the fees charged, leading to budget shortfalls. Council Member Ross praised the City Council for being proactive in addressing these issues.

8. CONSIDER ORDINANCE NO. 2024-08-21 AN ORDINANCE AMENDING ENOCH CITY ORDINANCES 11.300.350 CONSTRUCTION AND REPAIR OF STREETS AND SIDEWALKS, 11.300.351 CONSTRUCTION BY PERSONS, 11.300.356 OVERFLOWING OF WATER ON PUBLIC PROPERTY, 11.300.360 SIDEWALK REGULATIONS, AND 11.300.361 REMOVAL OF SNOW

Council Member Ross reported that she was part of a committee focused on keeping sidewalks in good repair. The discussion did not cover water overflow issues but did address snow removal.

City Manager Dotson clarified that the code section 11.300.351 requires street or sidewalk construction to be approved by engineering specifications. He explained recent amendments to other parts of the code and stated that residents are historically responsible for maintaining the water flow past their properties. Council Member Tingey asked if this was due to a local ordinance or a state mandate. City Manager Dotson explained that it is because of our ordinance.

Regarding sidewalk regulations, City Manager Dotson noted that most cities require property owners to maintain their sidewalks, often with a 50/50 cost-sharing program between the city and residents. Spencer raised concerns about the language regarding water flowing onto streets and suggested adding "if it created damage" to clarify the infraction.

Council Member Ross mentioned that there were only two instances where tree roots had lifted sidewalks, and suggested that any repair program should be budget-conscious, fixing only what the city can afford each year. City Manager Dotson stated that most cities use a request for proposals (RFP) process for such repairs. There was a discussion about whether to mandate that residents repair their sidewalks, with Mayor Pro-Tem Stoor suggesting an analysis of the costs to the city and a possible 50/50 cost-sharing model. Council Member Tingey inquired about which account would fund these repairs, and City Manager Dotson confirmed it would come from the general fund.

Council Member Ross proposed adding the word "purposefully" to clarify that allowing water to flow onto public property must be intentional for it to be an infraction. Council Member Harris supported the snow removal provision and the addition of "purposefully" but raised concerns about enforcing the 50/50 cost-sharing model, especially for residents on a fixed income. Council Member Ross suggested that residents be required to pay for repairs initially, with the city reimbursing them to encourage sidewalk maintenance.

Mayor Pro-Tem Stoor noted that sidewalks are technically city property, and Council Member Ley mentioned the need to determine eligibility for any cost-sharing program. Hayden White reported that seven work orders covered about 20 feet of sidewalk repairs, costing around \$7,000 to replace about 60 feet of sidewalk.

The group discussed amendments to section 11.300.356, suggesting it should state that it is an infraction for any person to "purposefully" allow water to overflow. Council Member Ross proposed modifying the language to prevent blocking water flow and suggested removing the term "irrigation stream."

Council Member Ross made a motion to approve Ordinance 2024-08-21 an ordinance amending Enoch City Ordinances 11.300.351, 11.300.356, and 11.300.361. Council Member Stoor seconded and a roll call vote was held as follows:

Council Member Ross: Yea	Council Member Harris: Yea
Mayor Pro-Tem Stoor: Yea	Council Member Tingey: Yea
Council Member Ley: Yea	

9. CONSIDER RESOLUTION NO. 2024-08-21-A A RESOLUTION APPROVING THE 50/50 CONCRETE REPLACEMENT PROGRAM
Council Member Ross made a motion to table item #9 to the first meeting in September. Council Member Harris seconded and all voted in favor.

City Manager Dotson noted the need for a motion to continue the public hearing related to the sales tax bond to September 18th. It was noticed and not put on the agenda.

Council Member Harris made a motion to continue the public hearing related to the sales tax bond on September 18, 2024. Mayor Pro-Tem seconded and all voted in favor.

11. COUNCIL/STAFF REPORT

Hayden White

- They chipped about 6 miles of road. This included all of Cottonwood and Spanish Trails. They went to Parowan and helped there as well.
- They had a mower go down. He was worried about going over budget. The mechanic is trying to look for parts. A new mower is \$16,000 and that's the entire department budget.
- 600 E. should be done tomorrow. Midvalley is done and right now they are working on Enoch Road.
- There have been a lot of water connections.
- They lost an employee to the Moab Conservancy District. They will be posting the position.
- They had the final walkthrough at the new water tank on Highway 91.

Ashley Horton

- She has been getting ready for the city audit.

City Manager Dotson

- He sent the Council the response he received about the Moderate-Income Housing Plan.
- Cedar City Fire Chief will re-roof the main fire stations. He read the details regarding funds and the timing of the project. It includes Kanarraville, Enoch City, the County, etc.

Council Member Stoor

- Had a good meeting at Cottonwood Park. They had about 60 people attend. The results were a consensus on what they wanted to have there. He spent time explaining where the money would come from. They left there with the hope that playgrounds could be put in the future. Most of the parks were built with sweat equity.

Council Member Ross

- Jolene Lee helped with the Garden Park and they raised the money for that playground equipment.
- In Planning Commission there was just a training during the meeting.
- On August 30th the State Historical Society will be at Frontier Homestead State Park. Everyone is invited. There is a new state history museum that is going in behind the Utah State Capital.

Council Member Tingey

- He attended a school board meeting last night. They talked about all of the bonds. They went over the budget.

Council Member Ley

- She talked to the principal about the youth council and will see what kind of interest there is.

Council Member Harris

- The HBA will be hosting a big event this Saturday.

- 12. 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.**

Council Member Harris made a motion to close the regular meeting and go into a closed meeting for the purpose of buy, sell, or trade or exchange of real property and potential litigation. Council Member Ross seconded and a roll call vote was held as follows :

**Council Member Ross: Yea Council Member Harris: Yea
Mayor Pro-Tem Stoor: Yea Council Member Tingey: Yea
Council Member Ley: Yea**

- 13. ACTION FROM CLOSED MEETING-
Council Member Ross made a motion to deny the bids and allow staff to do as instructed.
Council Member Ley seconded and all voted in favor.**

- 14. ADJOURN**

Lindsay Hildebrand, Recorder Date

ENOCH CITY COUNCIL MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: PW DIRECTOR HAYDEN WHITE
DATE: SEPTEMBER 4, 2024
SUBJECT: CONNECTING WATER & SEWER



Overview

The Enoch City Fee Schedule and practice allows an individual water and sewer applicant to hire Enoch City Public Works personnel to install the physical connections from the city main lines to their property. This action is not typical as most municipalities require the applicant to hire a contractor. The agenda item before you remove the performance of said installation from the city and requires a construction permit be submitted by the owner or licensed plumber. The only fee in the amendment is for the water meter, depending on size.

Ordinance

The following ordinances are already in effect:

14.100.137 PERMITS FOR INSTALLATION

It shall be unlawful for any person to lay, repair, alter or connect any water line to the municipal culinary water system without first having received a construction permit from the office of the recorder/clerk or from the water superintendent.

14.100.138 APPLICATIONS FOR INSTALLATION PERMIT

A. Applications for permits to make water connections or other alteration or for laying or repairing lines connected directly or indirectly to the municipal water system must be made in writing by a licensed plumber, his authorized agent, or by the owner of the premises who shall describe the nature of the work to be done for which the application is made. The application shall be granted if the superintendent determines that:

1. The connection, repair, alteration or installation will cause no damage to the street in which the water main is laid, or that it will not be prejudicial to the interests of persons whose property has been or may thereafter be connected to the water main.
2. The connection conforms to the ordinances, regulations, specifications and standards of materials required by the municipality.

All connections, alterations or installations shall be to the line and grade designated by the water superintendent.

B. Fees for permits or for inspection services shall be of such amounts as the governing body shall from time to time determine by resolution.

9.D Water

Contractors:

A \$250.00 deposit must be paid with the connection meter fee and new account application, with billing starting when a new meter is installed. All water connections are to be installed by a licensed and insured contractor. Bonding/Insurance for every connection must include materials & labor. The new account application must include a Bbond or contractor's insurance information.

Connection (Access) Meter Fee:

Meter size	Contractor (licensed and bonded) Install	City Meter Install	Lateral by City
1" Culinary	\$350.00	\$1,850.00 <u>\$350</u>	\$5.00 per foot
1" Irrigation	\$350.00	\$1,850.00 <u>\$350</u>	\$5.00 per foot
1-1/2" or 2"	\$1,000.00	\$2,150.00 <u>\$700</u>	\$5.00 per foot
3"	\$1,500.00	\$3,500.00 (includes cost of vault)	\$5.00 per foot
4"		<u>\$2,800</u>	
6"		<u>\$4,850</u>	

9.C Wastewater

Access Fee:

Class I residential wastewater connection where the connection is "installed by the developer"	\$0.00
Class I residential wastewater connection where the connection is "installed by the City."	\$650.00
Commercial	Same as above for residential
Multiple Residential Dwelling Units	The current Class I Residential access fee for each dwelling unit and an individual Class I Residential connection for each dwelling unit.

Residential Connection Outside City Limits	Current Class I Residential access fee at the time of application.
--------------------------------------------	--------------------------------------------------------------------

A \$250.00 deposit must be paid with a new account application. All wastewater connections are to be installed by a licensed and insured contractor. Bonding/Insurance for every connection must include materials & labor. The new account application must include a bond or the contractor's insurance information.

ENOCH CITY CORPORATION
RESOLUTION NO. 2024-09-04-A
A RESOLUTION TO AMEND THE ENOCH CITY FEE SCHEDULE REGARDING
WATER CONNECTION AND WASTEWATER

WHEREAS, the City Council of Enoch City has determined that it is necessary to amend certain fees in the Enoch City Fee Schedule to reflect the costs associated with providing water and wastewater services; and

WHEREAS, the proposed amendments pertain specifically to water connection fees, wastewater access fees, and related charges as described in the attached document; and

WHEREAS, these amendments are deemed necessary to ensure that the fees charged are fair, reasonable, and sufficient to cover the cost of materials, labor, and other expenses incurred by the City in providing these services;

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, the 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 September 4, 2024

9.D Water

Contractors:

A \$250.00 deposit must be paid with the meter fee and new account application, with billing starting when a new meter is installed. All water connections are to be installed by a licensed and insured contractor. Bonding/Insurance for every connection must include materials & labor. The new account application must include a bond or contractor's insurance information.

Meter Fee:

Meter size	City Meter Install
1" Culinary	\$350
1" Irrigation	\$350
2"	\$700
4"	\$2,800
6"	\$4,850

9.C Wastewater

Access Fee:

A \$250.00 deposit must be paid with a new account application. All wastewater connections are to be installed by a licensed and insured contractor. Bonding/Insurance for every connection must include materials & labor. The new account application must include a bond or the contractor's insurance information.

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 4th day of September 2024.

DATED this 4th day of September 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

CHAPTER 12-1200. PLANNED UNIT DEVELOPMENT (PUD)

Section 12.1200.1204 DEVELOPMENT STANDARDS ~~AND REQUIREMENTS~~ FOR SINGLE FAMILY PUD HOUSING

Section 12.1200.1205 MULTI-FAMILY DEVELOPMENT STANDARDS AND REQUIREMENTS

12.1200.1204. DEVELOPMENT STANDARDS FOR DETACHED, SINGLE FAMILY PUD HOUSING.

- A. **General Intent.** The general intent of these Standards for Detached, Single Family PUD Housing is to improve the overall quality of single-family development in Enoch City and to ensure the compatibility of single-family developments with the surrounding land uses.
- B. **Site Planning.** These PUD Standards for Detached, Single-Family Housing are intended to improve site planning, enhance the image of the City, reflect unique site characteristics, and provide strong neighborhood environments and open space; to use and incorporate such features and areas as community amenities; and to provide usable open space and maintain significant natural areas for the use and enjoyment by residents of the single-family development.
- C. **Variations.** The general requirements and development standards of the underlying zone are modified by this Ordinance and these specific PUD Standards for Detached, Single-Family Housing as the proposed Master Plan, PUD, or the supporting documents are approved by City Council. The development standards set forth herein are not subject to variation.
- D. **Permitted Uses.** The following uses shall be permitted in the Single-Family Housing Development:
 - 1. Any use permitted in Residential Zones with Single-Family dwelling units.
 - 2. Churches, municipal buildings, Public and Private Schools.
 - 3.
 - 4. Planned Unit Developments approved per this ordinance.
- E. **Master Plan Acreage.** The PUD shall be part of a master-planned development, which master-planned development shall have a minimum of 150 contiguous and adjacent acres. The Master Plan acreage shall be raw, previously undeveloped land, or if previously developed, then Developer must own substantial interest in substantial portions of that land which remain unimproved vertically and without commercial or residential structures.
- F. **Maximum Densities.** The maximum density of the Detached, Single-Family Residential PUD shall only be limited, established, and governed by the ~~minimum lot size~~, and other applicable standards.
- G. **Minimum Lot Size.** ~~The minimum lot size shall be at least 4,000 square feet.~~
- H. **Major Arterial Street.** The Master Plan Acreage, of which this PUD is a part, shall be accessed by a major arterial street which shall be directly connected to Old Highway 91, SR130, or the proposed Iron County Belt Route.
- I. **Front Setbacks.**

1. **Residential on Public Street** - No structures shall be set back less than ~~twenty (20)~~ feet from the right-of-way line of a dedicated street. On corner lots, this same set back shall apply to both sides aligning a street.
 2. **Residential on Private Street** - Building setbacks along private streets shall be ten (10) . On corner lots, this same set back shall apply to both sides aligning a street.
 3. **Commercial/Industrial** -
- J. **Side & Rear Setbacks.** All Residential and Commercial side and rear setbacks shall be in accordance with the minimum standards of the International Fire Code, as adopted.
- A. **Building Heights.** All residential building heights shall be limited to thirty-five feet (35') measured from final landscaping grade against the building foundation to top plate of the top story. All Commercial and Industrial buildings shall be limited to fifty feet (50').
- J. **Open Space.** There shall be no less than fifteen percent (15%) open space in the Master Plan, of which the proposed PUD is a part. A PUD within a Commercial or Industrial zone shall have no open space requirement beyond the landscape requirement of the underlying zone. Open space may, but shall not be required to include:
1. Private or common area.
 2. Area dedicated for public use.
 3. Open space is described as planned open area suitable for relaxation, recreation, or landscaping which is held in common, public, or private ownership, and such open spaces may include buildings which are recreational in nature, or otherwise institutional, municipal, or religious buildings, and all walkways, patios, parking areas, recreational areas, raw ground, natural landscaping, picnic pavilions, gazebos, and water features.
 4. Common Area is described as areas within a PUD that are held by all or a portion of the residents in common ownership through a homeowner's association and that are available for use by all such residents. Common area may include streets, parking areas, commonly-owned facilities, open space, and landscape area.
- M. **Public Utilities.** All PUD developments shall be served by the public sewer system and public culinary water supply. All utilities shall be placed underground. Each building shall be served by a separate sewer lateral, sized according to applicable code. Backflow prevention valves shall be required in accordance with the applicable code. Utilities and utility easements shall be located as directed by the Developer on the approved Plats, and shall be designed to facilitate and tie into the municipal systems.
- N. **Private Amenities.** All private amenities, other than streets, including, drainage, and other such improvements shall be designed and installed and inspected according to applicable codes and standards.

A. **Fences.** The Detached Single Family Housing PUD shall have no fencing requirements.

A. **Landscaping.** Landscaping is required as follows:

1. Required front setback and side setback adjacent to a dedicated street shall be landscaped, except for driveways and parking areas.
2. Open space areas may be landscaped with trees, shrubs, lawn, xeriscaping, or ground cover, and maintained in accordance with good landscaping practices, or may otherwise left or maintained in a natural state. The landscaping requirement does not prohibit landscaping on private property within the PUD.
3. In commercial or industrial PUDs, and residential PUDs in commercial or Industrial zones, landscaping requirements shall be satisfied by the landscaping requirements of the underlying zone.

B. **Parking.** Single Family residential shall have no parking requirements.

C. **Private and Public Street Widths.**

- 1.
- 2.
- 3.

1. Private streets are entered from the public streets by a driveway-type entrance and are posted as private streets.
2. Private streets are not maintained by the City.
3. When a PUD entrance occurs at the end of a City street, the developer shall provide for a dedicated, City standard cul-de-sac or equivalent turn-around.
4. Public street widths shall be as per City Ordinance as applicable to the underlying Zone.

D. **Waste Receptacles.** All storage and solid waste receptacles shall have no requirements and may be further governed by CC&Rs.

E. _____

12.1200.1205. MULTI-FAMILY DEVELOPMENT STANDARDS AND REQUIREMENTS.

A. **General Intent.** The general intent of these PUD Standards for Multi-Family Housing is to improve the overall quality of multi-family development in Enoch City and to ensure the compatibility of multi-family developments with the surrounding land uses. These multi-family standards shall apply to all new multi-family housing within Enoch City

- B. **Site Planning.** These PUD Standards for Multi-Family Housing are intended to improve site planning, enhance the image of the City, reflect unique site characteristics, and provide strong neighborhood environments and open space; to use and incorporate such features and areas as community amenities; and to provide usable open space and maintain significant natural areas for the use and enjoyment by residents of the multi-family development.
- C. **Variations.** The general requirements and development standards of the underlying zone are modified by this Ordinance and these specific PUD Standards for Multi-Family Housing as the proposed Master Plan, PUD, or the supporting documents are approved by City Council. The development standards set forth herein are not subject to variation.
- D. **Permitted Uses.** The following uses shall be permitted in the Multi-Family Development:
1. Any use permitted in the Residential Zones with single dwelling units.
 1. Apartments, townhomes, condominiums, and other multi-unit dwellings.
 2. Student Housing.
 3. Private and Public Schools.
 4. Non-profit Community Service Clubs, except those whose activity of which customarily carried on as a business.
 5. Planned Unit Developments approved per this ordinance.
 5. Congregate Living Facilities as defined in Section 12.1100.1106 of this ordinance.
- E. **Master Plan Acreage.** The PUD shall be part of a master-planned development, which master-planned development shall have a minimum of 150 contiguous and adjacent acres. The Master Plan acreage shall be raw, previously undeveloped land, or if previously developed, then Developer must own substantial interest in substantial portions of that land which remain unimproved vertically and without commercial or residential structures
- F. **Maximum Densities.** The maximum density of the Multi-Family PUD Housing shall only be limited, established, and governed by the available open space and other applicable PUD standards.
- G. **Minimum Lot Size and Width Requirements.** The Multi-Family lot shall not be restricted by minimum size nor width.
- H. **Major Arterial Street.** The Master Plan Acreage, of which this PUD is a part, shall be accessed by a major arterial street, which shall be directly connected to Highway 91 or SR130, or the Iron County Belt Route.
- I. **Front Setbacks.**
1. **Residential on Public Street** - No structures shall be set back less than twenty (20) feet from the right-of-way line of a dedicated street. On corner lots, this same set back shall apply to both sides aligning a street.
 2. **Residential on Private Street** - Building setbacks along private streets shall be ten (10) feet. On corner lots, this same set back shall apply to both sides aligning a street.
 3. **Commercial/Industrial** - All setbacks shall be as required in the underlying zone.
- J. **Side & Rear Setbacks.** All Residential and Commercial side and rear setbacks shall be in accordance with the minimum standards of the International Fire Code, as adopted.

- J. **Building Heights.** All residential building heights shall be limited to fifty feet (50') measured from final lot or landscaping grade against the foundation to top plate of the top story.
- K. **Open Space.** There shall be no less than fifteen percent (15%) open space in the Master Plan, of which the proposed PUD is a part. A PUD within a Commercial or Industrial zone shall have no open space requirement beyond the landscape requirement of the underlying zone. Open space may, but shall not be required to include:
1. Private or common area.
 2. Area dedicated for public use.
 3. Open space is described as planned open area suitable for relaxation, recreation, or landscaping which is held in common, public, or private ownership, and such open spaces may include buildings which are recreational in nature, or otherwise institutional, municipal, or religious buildings and properties, and all walkways, patios, parking areas, recreational areas, raw ground, natural landscaping, picnic pavilions, gazebos, and water features.
 4. Common Area is described as areas within a PUD that are held by all or a portion of the residents in common ownership through a homeowner's association and that are available for use by all such residents. Common area may include streets, parking areas, commonly-owned facilities, open space, and landscape area.
- M. **Public Utilities.** All PUD developments shall be served by the public sewer system and public culinary water supply. All utilities shall be placed underground. Each building shall be served by a separate sewer lateral, sized according to applicable code. Backflow prevention valves shall be required in accordance with the applicable code, utilities, and utility easements shall be located as designed by the Developer on the approved Plats, which shall be designed to facilitate and tie into the municipal systems.
- N. **Private Amenities.** All private amenities, other than streets, including drainage, and other such improvements shall be designed, installed and inspected according to applicable codes and standards.
- O. **Fences.** A minimum ~~five-foot (5')~~ six-foot (6') high sight-obscuring fence shall be erected on the perimeter of all multi-family Residential PUD projects. Fences shall be set back a minimum of 10 feet from the right-of-way line of a dedicated street. The fenced setback area shall be landscaped. Where the front of a unit faces a dedicated public street, a fence is not required if the property is landscaped parallel with the face of the structures or the required setback.
- P. **Landscaping.** Landscaping is required as follows:
1. Required front setback and side setback adjacent to a dedicated street shall be landscaped, except for driveways and parking areas.

2. Open space areas may be landscaped with trees, shrubs, lawn, xeriscaping, or ground cover, and maintained in accordance with good landscaping practices, or may otherwise left or maintained in a natural state. The landscaping requirement does not prohibit landscaping on private property within the PUD.
3. In commercial areas, and residential PUDs in commercial zones, landscaping requirements shall be satisfied by the landscaping requirements of the underlying zone.

Q. **Parking.** The number of off-street parking spaces shall be one (1) parking space per bedroom, which may include limited, common, private or public driveways, carports, garages, and parking lots. One (1) additional off-street parking space shall be provided for every three (3) residential units. Private driveway parking must be nine feet (9') by ~~twenty-two feet (22')~~ eighteen (18') to count as one parking space.

A. **Private and Public Street Widths.**

1. All streets within a PUD shall have a minimum paved width of twenty-six (26) feet and provide proper circulation.
2. Private streets are entered from the public streets by a driveway- type entrance and are posted as private streets.
3. Private streets are not maintained by the City.
4. When a PUD entrance occurs at the end of a City street, the developer shall provide for a dedicated, City standard cul-de-sac or equivalent turn-around.
5. Public street widths shall be as per City Ordinance as applicable to the underlying Zone.

S. **Waste Receptacles.** All storage and solid waste receptacles which are not located within a building shall be enclosed within a sight-obscuring fence or fence compatible with the design of the development.

**ENOCH CITY CORPORATION
ORDINANCE NO. 2024-09-04-A**

**AN ORDINANCE TO AMEND ENOCH CITY ORDINANCE 12-1200 PLANNED UNIT
DEVELOPMENT (PUD)**

WHEREAS, in 2023, the Nelson Farm of just over 150 acres and bordering the west side of Utah State Road 130, was approved by the Enoch City Council as a Master Community Plan with a Development Agreement; and

WHEREAS, the roads were dedicated and water rights were deeded to Enoch City. After this was completed, the landowners have been working with various interested parties to develop the land; and

WHEREAS, the landowner and potential developer observed that a few regulations defined in Enoch City Ordinance 12.1200 Planned Unit Development would need to be amended to allow their vision to be realized; and

WHEREAS, the Enoch City Council has held further discussion of the language and now proposes the amendments as follows:

See “Exhibit A” attached herein

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of Enoch City that Enoch City Enoch City Ordinance 12-1200 Planned Unit Development (PUD) is amended as recommended above. This Ordinance was voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 4th day of September, 2024. It shall take effect immediately after signing by the Mayor and City Recorder.

DATED this 4th day of September 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:

SEAL:

Lindsay Hildebrand, City Recorder

**CHAPTER 12-1200. PLANNED UNIT DEVELOPMENT
(PUD)**

Section 12.1200.1204 DEVELOPMENT STANDARDS FOR SINGLE FAMILY PUD HOUSING

Section 12.1200.1205 MULTI-FAMILY DEVELOPMENT STANDARDS AND REQUIREMENTS

12.1200.1204. DEVELOPMENT STANDARDS FOR SINGLE-FAMILY PUD HOUSING.

- A. **General Intent.** The general intent of these Standards for Detached, Single Family PUD Housing is to improve the overall quality of single-family development in Enoch City and to ensure the compatibility of single-family developments with the surrounding land uses.
- B. **Site Planning.** These PUD Standards for Detached, Single-Family Housing are intended to improve site planning, enhance the image of the City, reflect unique site characteristics, and provide strong neighborhood environments and open space; to use and incorporate such features and areas as community amenities; and to provide usable open space and maintain significant natural areas for the use and enjoyment by residents of the single-family development.
- C. **Variations.** The general requirements and development standards of the underlying zone are modified by this Ordinance and these specific PUD Standards for Detached, Single-Family Housing as the proposed Master Plan, PUD, or the supporting documents are approved by City Council. Variations to the development standards set forth herein may be approved as part of the Master Plan, PUD, or the supporting documents approved by City Council.
- D. **Permitted Uses.** The following uses shall be permitted in the Single-Family Housing Development:
 - 1. Any use permitted in Residential Zones with Single-Family dwelling units.
 - 2. Churches, municipal buildings, Public and Private Schools.
 - 3. Twin and Townhouse units
 - 4. Planned Unit Developments approved per this ordinance.
- E. **Master Plan Acreage.** The PUD shall be part of a master-planned development, which master-planned development shall have a minimum of 150 contiguous and adjacent acres. The Master Plan acreage shall be raw, previously undeveloped land, or if previously developed, then Developer must own substantial interest in substantial portions of that land which remain unimproved vertically and without commercial or residential structures.
- F. **Maximum Densities.** The maximum density of the, Single-Family Residential PUD shall only be limited, established, and governed by the underlying zone density for the entire project, and other applicable standards.
- G. **Minimum Lot Size.** Single-Family Housing shall not be restricted by minimum size nor width but shall comply with setbacks and International Fire Code.
- H. **Major Arterial Street.** The Master Plan Acreage, of which this PUD is a part, shall be accessed by a major arterial street which shall be directly connected to Old Highway 91, SR130, or the proposed Iron County Belt Route.

I. Front Setbacks.

1. **Residential on Public Street** - No structures shall be set back less than ten (10) feet from back of curb or 4 feet from the right-of-way line of a dedicated street, whichever is less. On corner lots, this same set back shall apply to both sides aligning a street.
2. **Residential on Private Street** - Building setbacks along private streets shall be ten (10) feet from back of curb. On corner lots, this same set back shall apply to both sides aligning a street.
3. **Commercial/Industrial** - All setbacks shall be as required in the underlying zone.

J. Side & Rear Setbacks. All Residential and Commercial side and rear setbacks shall be in accordance with the minimum standards of the International Fire Code, as adopted.

K. Building Heights. All residential building heights shall be limited to thirty-five feet (35') measured from final landscaping grade against the building foundation to top plate of the top story. All Commercial and Industrial buildings shall be limited to fifty feet (50').

L. Open Space. There shall be no less than fifteen percent (15%) open space in the Master Plan, of which the proposed PUD is a part. A PUD within a Commercial or Industrial zone shall have no open space requirement beyond the landscape requirement of the underlying zone. Open space may, but shall not be required to include:

1. Private or common area.
2. Area dedicated for public use.
3. Open space is described as planned open area suitable for relaxation, recreation, or landscaping which is held in common, public, or private ownership, and such open spaces may include buildings which are recreational in nature, or otherwise institutional, municipal, or religious buildings, and all walkways, patios, parking areas, recreational areas, raw ground, natural landscaping, picnic pavilions, gazebos, and water features.
4. Common Area is described as areas within a PUD that are held by all or a portion of the residents in common ownership through a homeowner's association and that are available for use by all such residents. Common area may include streets, parking areas, commonly-owned facilities, open space, and landscape area.

M. Public Utilities. All PUD developments shall be served by the public sewer system and public culinary water supply. All utilities shall be placed underground. Each lot shall be served by a separate sewer lateral, sized according to applicable code. Backflow prevention valves shall be required in accordance with the applicable code. Utilities and utility easements shall be located as directed by the Developer on the approved Plats, and shall be designed to facilitate and tie into the municipal systems.

N. Private Amenities. All private amenities, other than streets, including, drainage, and other such improvements shall be designed and installed and inspected according to applicable codes and standards.

O. Fences. The Detached Single Family Housing PUD shall have no fencing requirements.

P. Landscaping. Landscaping is required as follows:

1. Required front setback and side setback adjacent to a dedicated street shall be landscaped, except for sidewalks, driveways and parking areas.
2. Open space areas may be landscaped with trees, shrubs, lawn, xeriscaping, or ground cover, and maintained in accordance with good landscaping practices, or may otherwise left or maintained in a natural state. The landscaping requirement does not prohibit landscaping on private property within the PUD.
3. In commercial or industrial PUDs, and residential PUDs in commercial or Industrial zones, landscaping requirements shall be satisfied by the landscaping requirements of the underlying zone.

Q. Parking. Single Family residential shall have no parking requirements. Non-residential parking requirements in Commercial and Industrial zones shall be the same as the underlying zone.

R. Private and Public Street Width

1. All vehicular streets within a PUD shall have a minimum paved width of twelve (12) feet and provide proper circulation.
2. Private streets shall intersect with public streets such that they are indistinguishable from public streets and without any cul-de-sac, turnaround, or driveway entrance.
3. Private streets are not maintained by the City.

S. Waste Receptacles. All storage and solid waste receptacles shall have no requirements and may be further governed by CC&Rs.

T. Design Details. In order to allow thoroughfares and open spaces to be designed in a manner that prioritizes safety and comfort for pedestrians and cyclists, promotes community, and contributes to a sense of identity for the neighborhood, the PUD may propose designs for thoroughfares, street signs, street lights, and mail boxes, as well as landscaping, signs, lighting, and fences on private lots, that vary from City standards. These alternate designs shall be subject to review and administrative approval by the City if the public interest is met.

12.1200.1205. MULTI-FAMILY DEVELOPMENT STANDARDS AND REQUIREMENTS.

- A. **General Intent.** The general intent of these PUD Standards for Multi-Family Housing is to improve the overall quality of multi-family development in Enoch City and to ensure the compatibility of multi-family developments with the surrounding land uses. These multi-family standards shall apply to all new multi-family housing within Enoch City
- B. **Site Planning.** These PUD Standards for Multi-Family Housing are intended to improve site planning, enhance the image of the City, reflect unique site characteristics, and provide strong neighborhood environments and open space; to use and incorporate such features and areas as community amenities; and to provide usable open space and maintain significant natural areas for the use and enjoyment by residents of the multi-family development.
- C. **Variations.** The general requirements and development standards of the underlying zone are modified by this Ordinance and these specific PUD Standards for Multi-Family Housing as the proposed Master Plan, PUD, or the supporting documents are approved by City Council. The development standards set forth herein are not subject to variation.

- D. **Permitted Uses.** The following uses shall be permitted in the Multi-Family Development:
1. Any use permitted in the Residential Zones with single dwelling units.
 1. Apartments, townhomes, condominiums, and other multi-unit dwellings.
 2. Student Housing.
 3. Private and Public Schools.
 4. Non-profit Community Service Clubs, except those whose activity of which customarily carried on as a business.
 5. Planned Unit Developments approved per this ordinance.
 5. Congregate Living Facilities as defined in Section 12.1100.1106 of this ordinance.
- E. **Master Plan Acreage.** The PUD shall be part of a master-planned development, which master-planned development shall have a minimum of 150 contiguous and adjacent acres. The Master Plan acreage shall be raw, previously undeveloped land, or if previously developed, then Developer must own substantial interest in substantial portions of that land which remain unimproved vertically and without commercial or residential structures
- F. **Maximum Densities.** The maximum density of the Multi-Family PUD Housing shall only be limited, established, and governed by the available open space and other applicable PUD standards.
- G. **Minimum Lot Size and Width Requirements.** The Multi-Family lot shall not be restricted by minimum size nor width.
- H. **Major Arterial Street.** The Master Plan Acreage, of which this PUD is a part, shall be accessed by a major arterial street, which shall be directly connected to Highway 91 or SR130, or the Iron County Belt Route.
- I. **Front Setbacks.**
1. **Residential on Public Street** - No structures shall be set back less than twenty (20) feet from the right-of-way line of a dedicated street. On corner lots, this same set back shall apply to both sides aligning a street.
 2. **Residential on Private Street** - Building setbacks along private streets shall be ten (10) feet. On corner lots, this same set back shall apply to both sides aligning a street.
 3. **Commercial/Industrial** - All setbacks shall be as required in the underlying zone.
- J. **Side & Rear Setbacks.** All Residential and Commercial side and rear setbacks shall be in accordance with the minimum standards of the International Fire Code, as adopted.
- J. **Building Heights.** All residential building heights shall be limited to fifty feet (50') measured from final lot or landscaping grade against the foundation to top plate of the top story.
- K. **Open Space.** There shall be no less than fifteen percent (15%) open space in the Master Plan, of which the proposed PUD is a part. A PUD within a Commercial or Industrial zone shall have no open space requirement beyond the landscape requirement of the underlying zone. Open space may, but shall not be required to include:
1. Private or common area.
 2. Area dedicated for public use.
 3. Open space is described as planned open area suitable for relaxation, recreation, or landscaping which is held in common, public, or private ownership, and such open spaces may include buildings which are recreational in nature, or otherwise institutional, municipal,

or religious buildings and properties, and all walkways, patios, parking areas, recreational areas, raw ground, natural landscaping, picnic pavilions, gazebos, and water features.

4. Common Area is described as areas within a PUD that are held by all or a portion of the residents in common ownership through a homeowner's association and that are available for use by all such residents. Common area may include streets, parking areas, commonly-owned facilities, open space, and landscape area.
- M. **Public Utilities.** All PUD developments shall be served by the public sewer system and public culinary water supply. All utilities shall be placed underground. Each building shall be served by a separate sewer lateral, sized according to applicable code. Backflow prevention valves shall be required in accordance with the applicable code, utilities, and utility easements shall be located as designed by the Developer on the approved Plats, which shall be designed to facilitate and tie into the municipal systems.
- N. **Private Amenities.** All private amenities, other than streets, including drainage, and other such improvements shall be designed, installed and inspected according to applicable codes and standards.
- O. **Fences.** A minimum six-foot (6') high sight-obscuring fence shall be erected on the perimeter of all multi-family Residential PUD projects. Fences shall be set back a minimum of 10 feet from the right-of-way line of a dedicated street. The fenced setback area shall be landscaped. Where the front of a unit faces a dedicated public street, a fence is not required if the property is landscaped parallel with the face of the structures or the required setback.
- P. **Landscaping.** Landscaping is required as follows:
1. Required front setback and side setback adjacent to a dedicated street shall be landscaped, except for driveways and parking areas.
 2. Open space areas may be landscaped with trees, shrubs, lawn, xeriscaping, or ground cover, and maintained in accordance with good landscaping practices, or may otherwise left or maintained in a natural state. The landscaping requirement does not prohibit landscaping on private property within the PUD.
 3. In commercial areas, and residential PUDs in commercial zones, landscaping requirements shall be satisfied by the landscaping requirements of the underlying zone.
- Q. **Parking.** The number of off-street parking spaces shall be one (1) parking space per bedroom, which may include limited, common, private or public driveways, carports, garages, and parking lots. One (1) additional off-street parking space shall be provided for every three (3) residential units. Private driveway parking must be nine feet (9') by eighteen (18') to count as one parking space.
- R. **Private and Public Street Widths.**
1. All streets within a PUD shall have a minimum paved width of twenty-six (26) feet and provide proper circulation.
 2. Private streets are entered from the public streets by a driveway- type entrance and are posted as private streets.
 3. Private streets are not maintained by the City.
 4. When a PUD entrance occurs at the end of a City street, the developer shall provide for a dedicated, City standard cul-de-sac or equivalent turn-around.
 5. Public street widths shall be as per City Ordinance as applicable to the underlying Zone.

- S. **Waste Receptacles**. All storage and solid waste receptacles which are not located within a building shall be enclosed within a sight-obscuring fence or fence compatible with the design of the development.

**ENOCH CITY CORPORATION
ORDINANCE NO. 2024-09-04-B**

**AN ORDINANCE AMENDING ENOCH CITY ORDINANCES 11.300.350 CONSTRUCTION
AND REPAIR OF STREETS AND SIDEWALKS, 11.300.351 CONSTRUCTION BY PERSONS,
AND 11.300.360 SIDEWALK REGULATIONS**

WHEREAS, the Enoch City Council has determined that amendments to certain sections of the Enoch City Ordinances are necessary to ensure the proper construction, maintenance, and regulation of streets and sidewalks within the municipality; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the citizens of Enoch City to amend these ordinances to clarify responsibilities and procedures related to street and sidewalk construction, maintenance, and related matters;

WHEREAS, the Enoch City Council has held further discussion of the language and now proposes the amendments as follows:

11.300.350 CONSTRUCTION AND REPAIR OF STREETS AND SIDEWALKS

11.300.351 CONSTRUCTION BY PERSONS

It shall be unlawful for any person either as owner, agent, servant, contractor, or employee to construct a street or sidewalk that does not conform to specifications established by the approved engineering details of the municipality, unless special permission to deviate from such specification is first obtained from the governing body.

11.300.360 SIDEWALK REGULATIONS

Sidewalks provide a safe and level walkway and provide separation between motor vehicles and pedestrians. They also provide a safer place, as opposed to the street, for children to walk and play. Sidewalk maintenance and repairs are the responsibility of the adjacent property owner, occupant, lessor or agent.

To this end it is deemed the responsibility of owners to notify the city of any defective concrete existing at their property and, upon replacement of the defective concrete, to pay an amount equal to the resulting benefit to the improved property.

In some cases, financial assistance may be provided by the city in the 50/50 Concrete Replacement Program. It is hereby found and determined that the replacement of defective concrete may result in an improvement benefiting the adjoining property in the amount of fifty percent (50%) of the total replacement cost in the case of property used as a residence or residences. Commercial properties are also not eligible to participate in the 50/50 Concrete Replacement Program. The 50/50 Concrete Replacement Program will be managed in a separate policy by Enoch City administration and street department. Said policy may be revised from time to time at the discretion of the Enoch City Council. Funding for the program will be determined on an annual basis through the established budgeting process. No guarantees of concrete replacement are made.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of Enoch City that Enoch City Ordinances 11.300.350, 11.300.351, and 11.300.360 are amended as recommended above. This Ordinance was voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 4th day of September 4, 2024. It shall take effect immediately after signing by the Mayor and City Recorder.

DATED this 4th day of September 2024

ENOCH CITY CORPORATION

Geoffrey L. Chesnut, Mayor

VOTING:

Katherine Ross
David Harris
Shawn Stoor
Bob Tingey
Debra Ley

Yea___ Nay___
Yea___ Nay___
Yea___ Nay___
Yea___ Nay___
Yea___ Nay___

ATTEST:

SEAL:

Lindsay Hildebrand, City Recorder

11.300.350 CONSTRUCTION AND REPAIR OF STREETS AND SIDEWALKS

11.300.351 CONSTRUCTION BY PERSONS

It shall be unlawful for any person either as owner, agent, servant, contractor, or employee to construct a street or sidewalk that does not conform to specifications established by the municipal-approved engineering details ~~or other authorized representative~~ of the municipality, unless special permission to deviate from such specification is first obtained from the governing body.

11.300.360 SIDEWALK REGULATIONS

Sidewalks provide a safe and level walkway and provide separation between motor vehicles and pedestrians. They also provide a safer place, as opposed to the street, for children to walk and play. Sidewalk maintenance and repairs are the responsibility of the adjacent property owner, occupant, lessor or agent.

To this end it is deemed the responsibility of owners to notify the city of any defective concrete existing at their property and, upon replacement of the defective concrete, to pay an amount equal to the resulting benefit to the improved property.

In some cases, financial assistance may be provided by the city in the 50/50 Concrete Replacement Program. It is hereby found and determined that the replacement of defective concrete may result in an improvement benefiting the adjoining property in the amount of fifty percent (50%) of the total replacement cost in the case of property used as a residence or residences. Commercial properties are also not eligible to participate in the 50/50 Concrete Replacement Program. The 50/50 Concrete Replacement Program will be managed in a separate policy by Enoch City administration and street department. Said policy may be revised from time to time at the discretion of the Enoch City Council. Funding for the program will be determined on an annual basis through the established budgeting process. No guarantees of concrete replacement are made.



50/50 Concrete Replacement Program

Sidewalk Maintenance

According to Enoch City Ordinance 11.300.360 SIDEWALK REGULATIONS: “Sidewalk maintenance and repairs are the responsibility of the adjacent property owner, occupant, lessor or agent.” In some cases, financial assistance may be provided by the city in the 50/50 Concrete Replacement Program

Replacement Assistance

Enoch City is offering the 50/50 Concrete Replacement Program which offers residents an immediate and economical way to repair or replace broken sidewalks located adjacent to their property.

Eligibility

Standard City sidewalks are located within the city right-of-way, and the concrete must show specific types of deterioration noted below. Replacements must address all sidewalk concerns along the homeowner's property as determined by the City. Addressing portions of sidewalk issues with different participation agreements is not allowed.

Curb and gutter may be eligible for 50/50 cost share in addition to the sidewalk in certain instances when adjoining infrastructure conditions allow as determined by the City.

Sidewalk Criteria:

- 3 or more cracks per panel
- 25% spalling or breaking into chips
- Vertical or horizontal displacement of 1/2 inch or more
- Holes that have become a safety hazard

Curb and Gutter Criteria:

- Heaves
- Displacement
- Spalls or depressions which cause water to pond and in winter, forms ice pockets

Not Eligible

Driveways, driveway aprons and house walks (concrete walkways between the home and the street) - these are the homeowner's responsibility. Commercial properties are also not eligible to participate in the 50/50 Program.



50/50 Concrete Replacement Program

Sidewalk or curb and gutter replacement that requires additional resources beyond the replacement itself does not qualify for the 50/50 replacement program. Common examples of this are when a tree and/or tree roots must be removed to replace the sidewalk, when road frontage must be extended to reach curb, gutter, or sidewalk, or when a sidewalk height must be adjusted to match a road or yard elevation. These things must be remediated before the concrete would be eligible for this program.

Participation Process

1. Homeowner must submit a request form to Enoch Public Works Department. Request form may be found on the Enoch City's website.
2. An Enoch City Streets Department representative will conduct a site visit to determine eligibility.
3. Once the site has been determined eligible the homeowner will negotiate a contracted cost with a licensed contractor in the State of Utah. The homeowner may choose to use the City's licensed contractor or one of their choices. However, reimbursement costs shall not exceed the rates established with the City's procured concrete contractor.
4. Reimbursement costs shall not exceed the City's pre-approved amount regardless if final construction costs exceed that value.
5. Reimbursement will not exceed 50% of the final construction costs should the costs be lower than the City's pre-approved amount.
6. The homeowner will enter a signed agreement with Enoch City for the 50/50 Program for the reimbursement amount negotiated between the homeowner and sidewalk contractor.
7. The homeowner then hires a licensed contractor to perform the work.
8. **IMPORTANT NOTE:** Any concrete work done before eligibility has been established will NOT be covered by the 50/50 program.
9. The homeowner's contractor shall obtain a right-of-way permit to pour concrete within Enoch City right-of-way. **Fees for this permit will be waived if done as part of the 50/50 concrete replacement program. If a permit is not obtained prior to starting construction, the reimbursement will be forfeited.**
10. The homeowner should begin construction no later than 30 days from the date on the City's signed agreement. All construction must be completed, final inspection approved and reimbursement request submitted to the City within 60 days of date on the signed agreement. Note: the City may take up to 72 hours to respond an inspection request.
11. Once the work is complete, contact Enoch City Streets (435-586-1119) for a final inspection. Reimbursement will not be given until a final inspection occurs and complies with City standards.
12. Homeowner will pay the contractor in full.



50/50 Concrete Replacement Program

Reimbursement

Once the contractor has been paid, the homeowner shall submit to the City the following

- City agreement
- Work invoice
- Permit
- Proof of payment (a copy showing both the front and back of the bank - endorsed check is best)

Reimbursement requests may be mailed to the following address:

Enoch City Public Works
RE: 50/50 Concrete Replacement Program
900 E. Midvalley Road
Enoch, UT 84003

- Once payment is verified, a reimbursement check will be mailed to the applicant up to 50% of the amount stated in the agreement between the homeowner and the City.

Funding

This program is conditional on funding. Reimbursement will occur on a first-come-first-serve basis for sidewalks that are determined eligible until the budget is exhausted every fiscal year. The City's fiscal year is from July 1 to June 30. Projects that are eligible, but are not approved due to lack of funding, will maintain their queue in line for the next year's funding. However, the homeowner will be required to sign an updated agreement.

Enoch City determines the reimbursement amount using a procured rate provided by the City's approved concrete work contractor. Rates vary year to year and can be obtained from Enoch City Street Department (435-586-1119).

ENOCH CITY CORPORATION

RESOLUTION NO. 2024-09-04-B

A RESOLUTION APPROVING THE 50/50 CONCRETE REPLACEMENT PROGRAM

WHEREAS, the City of Enoch recognizes the financial burden that sidewalk repairs may impose on property owners and seeks to provide financial assistance through the 50/50 Concrete Replacement Program; and

WHEREAS, the 50/50 Concrete Replacement Program offers residents a cost-effective solution to repair or replace deteriorated sidewalks adjacent to their property, ensuring safety and compliance with city standards; and

WHEREAS, the City Council finds it is in the best interest of Enoch City, after taking into consideration the public health, safety and welfare of its citizens and the future needs of Enoch City that the 50/50 Concrete Replacement Program should be approved as described in “Exhibit A” herein.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah that the 50/50 Concrete Replacement Program 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 4th day of September 2024.

DATED this 4th day of Septmeber 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

ENOCH CITY COUNCIL MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: BUILDING INSPECTOR
DATE: SEPTEMBER 4, 2024
SUBJECT: CONTRACT AMENDMENT- SHUMS CODA



Overview

The shortage of building inspectors in the area is causing delays in construction projects and increasing the risk of non-compliance with safety standards. The current building inspector's limited scheduling of time off for family vacations and other personal reasons could lead to significant delays in construction project timelines and inspections. These interruptions make it challenging to maintain a consistent inspection schedule, potentially jeopardizing the timely completion and safety compliance of projects. Contracting with Shums Coda, a respected firm with expertise in building inspections, would ensure reliable coverage during these absences.

Amended Contract

The following amendment is for the following:

BUILDING INSPECTION SERVICES

EXHIBIT B

SCHEDULE OF CHARGES FOR INSPECTIONS

Personnel Description:

Hourly Billing Rate:

Clerical Support (If requested)

\$45

Building Inspector II (8-way certified)

\$90

(Based from St.George Office)

Overtime for inspections and other services will be charged at 150% of the standard hourly rates (as agreed upon mutually with the jurisdiction).

**** Hours for inspections in excess of 8 hours (per day) will be billed as overtime at the rate shown above. When inspection overtime is requested, on days when inspector has not already performed inspections on the site (i.e., weekends, holidays, etc.), inspection overtime services will be provided in 4-hour minimum segments.**



Shums Coda Associates, INC

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 1st day of September 2024, by and between the Jurisdiction of Enoch City Corporation, Utah ("Jurisdiction") and Shums Coda Associates, INC ("Consultant").

WHEREAS, Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render the professional services described herein on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services:** The Consultant shall furnish the following services in a professional manner:

"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."
2. **Time of Performance:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by Jurisdiction. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control.
3. **Compensation:** Compensation to be paid to Consultant shall be in accordance with the Schedule of Fees set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by Jurisdiction under this Agreement shall not be deemed a waiver of defects, even if such defects were known to Jurisdiction at the time of payment.
4. **Method of Payment:** Consultant shall submit monthly billings to Jurisdiction describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent, and by whom, and a description of any reimbursable expenditures. Jurisdiction shall pay Consultant no later than 30 days after approval of the monthly invoice by Jurisdiction staff. When payments made by Jurisdiction equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by Jurisdiction.
5. **Ownership of Documents:** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Jurisdiction upon payment to Consultant for such work, and the Jurisdiction shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Jurisdiction upon written request.
6. **Independent Contractor:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act

as an agent or employee of the Jurisdiction. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Jurisdiction's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. **Interest of Consultant:** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the Jurisdiction or of any Jurisdiction official, other than normal agreement monitoring; and,
 - b. possesses no authority with respect to any Jurisdiction decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].
8. **Professional Ability of Consultant:** Jurisdiction has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
9. **Indemnity:** Consultant agrees to defend, indemnify and hold harmless the Jurisdiction, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of Consultant. Jurisdiction also agrees to defend, indemnify and hold harmless the Consultant, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of the Jurisdiction.
10. **Insurance:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:
- a. **Workers' Compensation Coverage:** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of Utah. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Utah for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Jurisdiction at least thirty (30) days prior to such change.
 - b. **General Liability Coverage:** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for

bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- c. **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** Consultant shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.
- e. **Policy Endorsements:** Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:
 - 1) The Jurisdiction, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - 2) This policy shall be considered primary insurance as respects the Jurisdiction, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the Jurisdiction, including any self-insured retention the Jurisdiction may have, shall be considered excess insurance only and shall not contribute with it.
 - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Jurisdiction, its elected or appointed officers, officials, employees, agents or volunteers.
 - 5) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the Jurisdiction.
- d. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Jurisdiction. At the Jurisdiction's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- e. **Certificates of Insurance and Endorsements:** Consultant shall provide certificates of insurance with original endorsements to Jurisdiction as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Jurisdiction on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Jurisdiction at all times during the term of this Agreement.

11. **Compliance with Laws:** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
12. **Licenses:** Consultant represents and warrants to Jurisdiction that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Jurisdiction that consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a business license, if required.
13. **Controlling Law Venue:** This Agreement and all matters relating to it shall be governed by the laws of the State of Utah and any action brought relating to this Agreement shall be held exclusively in a state court in the appropriate Jurisdiction.
14. **Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Jurisdiction:

Enoch City Corporation
900 East Midvalley Road
Enoch, UT. 84721

If to Consultant:

Shums Coda Associate, INC
5776 Stoneridge Mall Rd., Ste. #150
Pleasanton, CA 94588

15. **Consultant's Books and Records:**
 - a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Jurisdiction for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to consultant to this Agreement.
 - b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
 - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Jurisdiction Manager, Jurisdiction Attorney, Jurisdiction Auditor or a designated representative of these officers. Copies of such documents shall be provided to the Jurisdiction for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where Jurisdiction has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Jurisdiction may, by written request by any of the above named officers, require that custody of the records be given to the Jurisdiction and that the records and documents be maintained. Access to such records and documents shall be granted to any party

authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Jurisdiction and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
17. **Amendments:** This Agreement may be modified or amended only by a written document executed by both Consultant and Jurisdiction and approved as to form by the Jurisdiction Attorney.
18. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. **Litigation Expenses and Attorneys' Fees:** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
20. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **Assignment & Subcontracting:** The parties recognize that a substantial inducement to Jurisdiction for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Jurisdiction. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Jurisdiction. If Jurisdiction consents to such subcontract, Consultant shall be fully responsible to Jurisdiction for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Jurisdiction and consultant nor shall it create any obligation on the part of the Jurisdiction to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
22. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

JURISDICTION:

CONSULTANT:

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Attachments: Exhibit A - Scope of Services
Exhibit B - Schedule of Fees

EXHIBIT A

SCOPE OF SERVICES

Plan Review Services

Consultant will perform plan reviews to cover one or more of the following disciplines: architectural, structural, mechanical, electrical, plumbing, accessibility, fire, engineering, and energy requirements - all as modified or amended by the City, and per the City's currently adopted building codes.

Comment Lists and Plans Delivery

The City is responsible for notifying SCA when plans are ready for review, whether hard copies are needed to be picked up or electronic files are ready for download. Plan reviews result in typed lists of comments which refer to specific details and drawings, and reference applicable code sections. Our comment lists should be self-explanatory, but our review team will remain available during working hours (and often off-hours) to provide any additional clarification/discussion needed of the applicable building code section, ordinances, or regulation.

Turn-Around Schedules

SCA will generally complete plan reviews per the following schedule.

	Number of Working Days	
	Initial Check (1st):	Recheck(s):
Residential		
New Single-Family Dwellings	7-10	3-5
New Multi-Family Townhomes/ Apartments (Standard)	10	5
New Multi-Family Apartments (Large Scale)	15	10
Addition/Remodel	10	5
Commercial		
New Construction	10-15	5-7
Addition/Remodel	10	5

Other turnaround schedules will be accommodated at request of Enoch City.

Technical Support

When mutually agreed between the City and SCA as vital to project success, SCA staff will attend pre-construction or pre-design meetings, field visits upon request, and provide support for field inspection personnel on an as-needed basis.

Building Services

Our inspectors are qualified, certified, and licensed to conduct many different types of buildings. SCA will provide building inspector(s) as requested by the City. Inspector(s) will report directly to the Building Official or other person designated by the City for all project-related work. SCA's inspection reports will reference code sections that are applicable for each comment. Our correction lists should be self-explanatory, but our inspection team will remain available during working hours (and often off-hours) to provide any additional clarification/discussion needed of the applicable building code section, ordinances, or regulations.

Other Services

SCA will provide other services as specifically requested by the City. Additional services provided shall have scope and compensation mutually agreed upon by SCA and Enoch City prior to commencement of said services.

EXHIBIT B
SCHEDULE OF CHARGES FOR INSPECTIONS & Plan Review

Building Plan Check Fees

Fees for comprehensive plan reviews, performed at SCA offices, will be equal to forty five percent (45%) of the building permit fees as calculated per the jurisdiction. The City will provide SCA with jurisdiction plan review fees (project-by-project) for use in calculating SCA's fees. In return, invoicing will be done on a monthly basis with detailed description of each project.

The above fee covers all services associated with the typical plan review, including:

- Pick – up and delivery of design documents to the jurisdiction.
- First, second and quick third reviews to approve projects.

Extensive plan reviews (longer third reviews or more) may be required to be charged on an hourly rate shown on the next page. Further, smaller projects that take one or more reviews may also be charged at an hourly rate when agreed upon with the Chief Building Official. Pre-application, pre-construction, or additional meeting attendance that is necessary for unusual or complex projects may also be charged at the same hourly rate schedule.

If an expedited plan review is requested, the turn-around time can be as quick as a single day, but these types of review schedules are typically determined based on the complexity of the project and the availability of SCA staff to complete the review. Fees for expedited reviews will be negotiated directly with City's Building Official prior to beginning the review and will be a fixed fee based on determined complexity of the project, availability of SCA staff and requested expedited turnaround schedule.

If plan review staff is required to provide support in City's offices, they will be charged hourly per the hourly rates.

Building Inspection Services

Inspection Fees for Building Departments

EXHIBIT B SCHEDULE OF CHARGES FOR INSPECTIONS

Personnel Charges – AMPE Inspection Services Special Inspections

<u>Personnel Description:</u>	<u>Hourly Billing Rate:</u>
Clerical Support (If requested)	\$45
Building Inspector II (8-way certified) (Based from St.George Office)	\$90

Overtime for inspections and other services will be charged at 150% of the standard hourly rates (as agreed upon mutually with the jurisdiction).

**** Hours for inspections in excess of 8 hours (per day) will be billed as overtime at the rate shown above. When inspection overtime is requested, on days when inspector has not already performed inspections on the site (i.e., weekends, holidays, etc.), inspection overtime services will be provided in 4-hour minimum segments.**

ENOCH CITY CORPORATION
ORDINANCE NO. 2024-09-04-C

**AN ORDINANCE ADOPTING THE STORMWATER IMPACT FEE FACILITIES PLAN
& POLICY AND IMPACT FEE ANALYSIS AND AMENDING THE STORMWATER
IMPACT FEE**

WHEREAS, growth patterns and infrastructure needs mandated the requirement to update the Capital Facilities Plan and Capital Facilities Impact Fee Analysis for public services related to stormwater; and

WHEREAS, Sunrise Engineering was commissioned by Enoch City to prepare a Stormwater Impact Fee Facilities Plan & Policy to act as a guide to the City as it prepares and plans for development and public services; and

WHEREAS, a notice of intent to update the Impact Fee Analysis was published and noticed per State law on October 5, 2020; and

WHEREAS, a public hearing was held by the Enoch City Council on August 21, 2024; and

WHEREAS, the Enoch City Council has held extensive discussions and consultations with Sunrise Engineering and agreed on the final form of the stormwater plans and impact fee analysis and will adopt the stormwater impact fee as follows;

Stormwater Impact Fee: \$

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of Enoch City, the Stormwater Impact Fee Facilities Plan & Impact Fee Analysis as produced by Sunrise Engineering was voted upon and adopted by the Enoch City Council at a regular City Council meeting held on the 4th day of September 2024. The impact fees will be in effect ninety (90) days after the passage of this ordinance.

DATED this 4th day of September 2024

ENOCH CITY CORPORATION

VOTING:

Katherine Ross

Yea___ Nay___

Shawn Stoor

Yea___ Nay___

David Harris

Yea___ Nay___

Bob Tingey

Yea___ Nay___

Debra Ley

Yea___ Nay___

Geoffrey L. Chesnut, Mayor


ATTEST:

SEAL:

Lindsay Hildebrand, City Recorder

**NOTICE AND AGENDA
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
ENOCH CITY OFFICE
900 E. MIDVALLEY ROAD
SEPTEMBER 4, 2024
DURING A REGULAR CITY COUNCIL MEETING**

- 1. CALL MEETING TO ORDER-**
 - a. APPROVE CDRA AGENDA FOR SEPTEMBER 4, 2024-**
 - b. APPROVE MINUTES OF CDRA MEETING FOR FEBRUARY 3, 2021-**
- 2. DISCUSS REVISION OF THE ENOCH VALLEY CROSSING COMMUNITY DEVELOPMENT AREA**
- 3. NEW BUSINESS**
- 4. UNFINISHED BUSINESS**
- 5. OTHER BUSINESS**
- 6. ADJOURN CDRA MEETING AND RETURN TO THE REGULAR CITY COUNCIL MEETING**


Lindsay Hildebrand, Recorder

8/28/2024

Date

**MINUTES
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
ENOCH CITY OFFICE
900 E. MIDVALLEY ROAD
FEBRUARY 3, 2021
DURING A REGULAR CITY COUNCIL MEETING**

1. CALL MEETING TO ORDER-By Chairman Chesnut.

a. APPROVE CDRA AGENDA FOR FEBRUARY 3, 2021-Board Member David Harris made a motion to approve the agenda of the CDRA meeting for February 3, 2021. Motion was 2nd by Board Member Lee and all voted in favor.

b. APPROVE MINUTES OF CDRA MEETING FOR SEPTEMBER 18, 2019-Board Member David Harris made a motion to approve the minutes of September 18, 2019. Motion was seconded by Board Member Stoor and all voted in favor.

2. REPORT OF THE CHAIRPERSON AND/OR THE EXECUTIVE DIRECTOR

Chairman Chesnut asked City Manager Dotson as the Executive Director to report to the CDRA Board adding this is new to a few of the members. Executive Director Dotson said the CDRA is a separate entity that creates an area for the CDRA functioning as a separate entity to rebate taxes or work with a landowner in area to get some rebate of taxes for a period of ten years when starting a new business. He gave the example of Fosters Market as the only one we have had. He explained the process. They pay the taxes and then they request reimbursement of a portion of what the land was taxed at before it was developed and what it is taxed at after development. The CDRA requests the rate from the City to pay the business owner requesting the rebate. The CDRA can keep 5% for other projects such as for sidewalks or whatever. We did only grant this for property tax for Fosters. If they request a sales tax rebate the CDRA and the City can consider that. He gave all the details of the 100% rebate to the downward spiral over the ten year period. That is the overview of how this process works. The State Legislature is talking about this again in some regard to affordable housing uses. There was brief discussion of how this went with Foster's by Chairman Chesnut regarding the declining payment year by year. This is a way to thank them for investing in our community Board Member Lee said. She asked about if the map could be expanded. Executive Director Dotson said it can come by way of request. There was no other discussion.

3. NEW BUSINESS-none

4. UNFINISHED BUSINESS-none

5. OTHER BUSINESS-

Chairman Chesnut said from then to now Fosters is doing better than any of us thought. There was brief discussion of how well they have done here. They wanted to be part of the community and they meant it. There was brief discussion of what they have done to benefit the community.

6. ADJOURN CDRA MEETING AND RETURN TO THE REGULAR CITY

COUNCIL MEETING-Board Member David Harris made a motion to adjourn the CDRA meeting and return to the regular meeting. Motion was seconded Board Member Stoor and all voted in favor. The CDRA meeting ended at 7:22 pm.

Lindsay Hildebrand, Recorder

Date

CDRA Meeting
September 18, 2019

Community Development Plan
For
The Enoch Valley Crossing Community Development Project Area

Prepared For
The Enoch City Community Development & Renewal Agency

September 18, 2019

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Attachment A Project Area Description

Attachment B Project Area Map

Section 1 - **Definitions**

As used in this Community Development Plan:

A. "Act" shall mean the Community Reinvestment Agency Act, 17C-1 *et seq.*, Utah Code Annotated 2016, as amended, or such other amendments as shall from time to time be enacted or any successor law or act.

B. "Agency" shall mean the Enoch Community Development and Renewal Agency as designated by the City to act as a Community Development and Renewal Agency under the Act.

C. "Base Year Value" shall mean the taxable value of the property within a project area above which the tax increment will be generated and collected, as shown upon the assessment roll last equalized before adoption of the community development plan and budget, Iron County Treasurer records indicate that the 2018 taxable value of all real property in the Project Area is \$3,500.20.

D. "Bond" shall mean any bonds, notes, interim certificates, debentures, or other obligations issued by the Agency.

E. "City" shall mean Enoch City, a Utah municipal corporation.

F. "Community" shall mean the City.

G. "Community Development" means development activities within a community including the encouragement, promotion, or provision for development.

H. "Community Development Plan" or "Plan" shall mean a plan as defined in Section 17C-4-103 of the Act developed by the Agency and adopted by ordinance of the governing body of the City to guide and control community development undertakings in a specific project area; also, this document, as amended from time to time.

L. "Development" or "Redevelopment" shall mean the "planning, development, re-planning, redesign, clearance, reconstruction, or rehabilitation, or any combination of these for all or part of a project area, and the provision of residential, commercial, industrial, public or other structures or spaces altering, improving, modernizing, demolishing, reconstructing, or rehabilitating, or any combination of these, existing structures in a project area; providing public or private buildings or infrastructure; providing open space, including streets, other public grounds, and space around buildings, and providing improvements of public or private recreation areas and other public grounds.

J. "Governing Body" means the Board of Directors of the Enoch City Community Development and Renewal Agency.

K. "Master Plan" or "General Community Plan" shall mean the plan adopted by the City pursuant to Section 10-9a-4, *et seq.*, Utah Code Annotated 2014, as amended.

L "Planning Commission" shall mean the city planning commission established pursuant to law or charter.

M. "Project Area" or "Community Development Project Area" shall mean the geographical area described in a Community Development Plan where the community development set forth in a project area plan takes place or is proposed to take place.

N. "Project Area Budget" shall mean a multiyear budget prepared by the Agency for the accomplishment of the Community Development Plan.

O. "Survey Area" shall mean an area of the City designated by resolution of the Agency's governing body for study to determine if a project or projects within the area are feasible.

P. "Taxes" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

Q. "Taxing Entities" shall mean the public entities, including the state, any city, county, school district, special district, or other public corporations, which levy property taxes within the Project Area.

R. "Tax Increment Period" shall mean the time period that the Agency will collect tax increment from the project area as shown in the project area budget, and as approved by the taxing entities.

Section 2 - **Description of the Protect Area Boundary**

The boundaries of the Enoch Valley Crossing Community Development Project Area, hereinafter referred to as the Project Area, are described in Attachment A, and incorporated herein. The Project Area is contained within privately held parcels, identified on Iron County records as parcels A-0772-0007-0000, A-0772-0008-0000, and any subdivided properties from these parcels, located at the southwest corner of the intersection of Minersville Highway and Midvalley Road.

Section 3 - **Map of Project Area**

The map of the proposed Project Area is attached hereto and incorporated herein as Attachment B.

Section 4 - **Current Conditions of the Project Area**

A. **Layout of Principal Streets**

The layout of the principal streets in the Project Area boundary is shown on the map of the Project Area as found in Attachment B hereto. The principal streets are the

Minersville Highway, also known as SR-130, and Midvalley Road (4800 North).

B. Physical: Land Use

The Project Area is approximately 22.12 acres, consisting of various parcels currently under private ownership. The area is undeveloped and is zoned for commercial development, which is anticipated to occur on the site, including the construction of retail businesses.

C. Building Intensities

There are currently no buildings in the Project Area; therefore, no building intensities exist within the Project Area.

D. Social Conditions

Because there are no residents located within the Project Area, no meaningful demographic or social data are applicable to describe the Project Area.

E. Economic Conditions

The current economic conditions of the Project Area are poor because the property is currently vacant. The property is currently in private ownership, and generates little revenue for the city or other taxing districts, other than a small amount of property taxes. In 2018 the parcels generated \$1,168 in total property taxes.

F. Physical: Historic Buildings or Places

There are no buildings or parcels within the Project Area on the National Registry of Historic Places. Neither are there any buildings or parcels on the state register, therefore avoiding the need to comply with Section 9-8- 404(l) of the Utah Code.

Section 5 - Guiding Standards for Community development

The following standards are proposed as the basis for the Community Development in the Project Area:

A. Statement of Community Development Objectives

1. Encourage and assist Community Development in order for public or private employers to create additional jobs within the State and the community.
2. Removal of impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels necessary for community development served by improved public utilities, infrastructure improvements and new public or private facilities.
3. The elimination of environmental deficiencies, irregular lot subdivision, improper drainage, overcrowding or underutilization of real property.
4. Achievement of an environment reflecting a concern for architectural, landscape and urban design principles developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owners, participants and developers.
5. Promote and market the Project Area for community development that would

be complimentary to existing businesses and industries or would enhance the economic base of the City through diversification.

6. Provide utilities, streets, curbs, sidewalks, parking areas, landscape areas and other infrastructure improvements as appropriate and necessary, both within and without the Project Area, which are necessary for development of the Project Area.

7. Provide for the strengthening of the property, sales and income tax base and economic health of the entire community and the State of Utah.

8. Provide improved public streets and road access to and within the Project Area to facilitate better traffic and pedestrian circulation and reduce traffic hazards.

9. Insure compatible relationships among land uses and quality standards for their development, such that the Project Area functions as a unified and viable center of economic activity for the City.

B. General Design Objectives

The general design elements should be such that the overall Community Development of the Project Area will:

1. Provide an attractive urban environment;
2. Blend harmoniously with adjoining areas;
3. Comply with applicable zoning regulations;
4. Make optimum use of the topography in the project design;
5. Create a coordinated landscape design over the entire Project Area by incorporating landscaped treatment for open space, roads, and parking areas into a continuous and integrated design; and
6. Facilitate appropriate and functional public rights-of-way. All streets, sidewalks and walkways within public right of way will be designed or approved by the City and will be consistent with all design objectives.

C. Techniques to Achieve the Community Development Plan Objectives

Activities contemplated in carrying out the Community Development Plan in the area may include the acquisition, clearance and rehabilitation of properties in the Project Area.

1. Acquisition and Clearance: Parcels of real property located in the Project Area may be acquired by purchase,
2. Implementation of Community Development Projects: Community development projects may be undertaken and carried out as provided in the Act.

D. Property Acquisition, Disposition and Development

The objectives of this community development plan are to be accomplished by:

1. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area, by gift, devise, exchange, purchase, or any other lawful method. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, and rights of way. The Agency shall not acquire real property without the consent of the owner. At the present time, the Agency does not anticipate it will acquire any real property in the

Project Area.

2. Acquisition of Personal Property

The Agency does not intend to acquire general personal property. However, where necessary in the execution of this plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

3. Cooperation with the Community and Public Bodies

The Community and certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, operation or implementation of this project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of community development and the highest public good.

State law forbids the Agency from acquiring real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies that own or intend to acquire property in the Project Area. The Agency shall impose on all public bodies the planning and design controls contained in the plan to insure that present uses and any future development by public bodies will conform to the requirements of this plan.

4. Property Management

During any time that the Agency owns property in the Project Area, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for community development.

5. Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Community Development Plan. The Agency is authorized to install and construct, or to cause to be installed and constructed, public improvements, public facilities, and public utilities, within and without the Project Area, not prohibited by law which are necessary to carry out this Community Development Plan. The Agency is authorized to prepare or to cause to be prepared any real property in the Project Area as building sites. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency.

For the purposes of this plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed or trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be

sold or leased to public or private persons or entities for development for the uses permitted in the plan. The Agency may convey any real property that it owns to the City or any other public body without charge, The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention or use of property for speculative purposes and to insure that the development is carried out pursuant to this Community Development plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Community Development Plan, to begin and complete development of property within a period of time, which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this plan.

6. Development

To the maximum extent possible, the objectives of the Community Development Plan are to be accomplished through Agency encouragement, control, review of, and assistance to, private enterprise in carrying out Community Development activities. To ensure that the provisions of this Community Development Plan will be carried out, the Agency may cause all real property sold, leased or conveyed by the Agency, as well as all property subject to participation agreements, to be subject to the provisions of this Community Development Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Community Development Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the Project Area for itself or for any public body or public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall insure that the provisions of this Community Development Plan and of other documents formulated pursuant to this Community Development Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for Community Development by owners or developers, both public and private, shall be submitted to the City for architectural review and approval. All Community Development must conform to this Community Development Plan and all applicable federal, state and local laws. For the purpose of this Community Development Plan, the Agency is authorized to sell, lease, exchange, transfer, assign pledge, encumber, and otherwise dispose of personal property.

E. Description of Land Uses

The permitted land uses within the Project Area shall be those uses permitted by the

officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time.

G. Planning Criteria

In order to provide developers maximum flexibility in the Community Development of land located within the Project Area and to encourage and obtain the highest quality design and development, specific development controls for the land uses identified above are not set forth herein. Each Community Development proposal may be considered subject to: (1) appropriate elements of the City's General Plan; (2) the planning and zoning code of the City; (3) other applicable building codes and ordinances of the City; (4) review and recommendation by the planning commission; and (5) approval by the Agency to ensure that the Community Development is consistent with the Community Development Plan.

H. Review of Community Development Proposals

Each Community Development proposal by a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of community development proposed, including land coverage, setbacks, heights and bulk proposed, off-street parking and loading to be provided, use of public transportation, and any other data determined to be necessary or requested by the City.

Section 6 - How the Purpose of State Law would be Attained by the Community Development

The purposes of the Community Development and Renewal Act will be achieved as a result of the proposed Community Development projects by establishing new businesses within the city.

A. Establishment of a New Business Currently the Agency is working with an owner/developer that has expressed a desire to construct a community retail center in the Project Area as well as other compatible uses such as commercial office space. The amount of participation by the Agency will be subject to the approved Project Area, and the participation of each Taxing Entity that levies a certified tax rate in the Project Area. The new business will also create new employment opportunity for residents of Enoch City.

Section 7 - Community Development Plan Restrictions

A. Eminent Domain

This Community Development Project Area Plan does not allow the Agency to acquire real property through the use of eminent domain.

B. Tax Increment

Use of tax increment is subject to each taxing entity agreeing through a resolution or interlocal agreement to contribute funds to the Agency in harmony with the Project Area.

Section 8 - How the Proposed Community Development Conforms to the General City Plan

The Community Development Plan conforms to the General Plan of the City in the following respects:

A. Zoning Ordinances

The property is currently zoned to allow for the light industrial, manufacturing, and commercial uses anticipated to be developed. The uses planned in the Project Area conform to the zoning. If zoning changes are required, such changes would be submitted to the City for consideration and approval

B. Building Code

The proposed Project will be constructed in accordance with the building code of the City.

Section 9 -- Implementation of the Community Development Project Area Plan

The Community Development Project set forth in the Community Development Plan shall be implemented according to a schedule approved by the Agency, and will be part of any development agreement between the Agency and a participating developer, property owner or business.

Section 10 - Proposed Method of Financing

A. Authorization

The Agency is authorized to finance this project with financial assistance from Enoch City, Iron County, Iron County School District, State of Utah, property tax increments which accrue within the Project Area, interest income, Agency bonds, or any other available source.

The Agency is authorized to obtain advances, to borrow funds and to create indebtedness to carry out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency. The Agency is authorized to issue bonds, if appropriate and feasible, sufficient to finance all or any part of the Project.

B. Tax Increment

1. Source

Briefly stated, the tax increment available to the Agency under this Plan will be determined in the following manner. After the Plan is adopted, the total taxable value of property within the Project Area is determined using the taxable values shown on the last equalized assessment roll prior to the adoption of the Plan. This provides the Base Year Value. Applying the prevailing tax rates imposed by the Taxing Entities participating in the Project Area to the increased value above the Base Year Value yields "Tax Increment." Tax Increment arises only with respect to property located in the Project Area. Other Taxing Entities continue to be

entitled to receive the tax revenue generated from applying the prevailing tax rates to the Base Year Value, as adjusted under the Act, so long as the total taxable value in the Project Area exceeds the Base Year Value. The Agency must obtain the consent of each Taxing Entity before the Agency may receive any portion of Tax Increment generated by that Taxing Entity's tax rate. The Agency will enter into separate agreements with each participating Taxing Entity concerning that Taxing Entity's commitment of Tax Increment or other resources to the Agency for the Project.

1. Use & Recourse

The Agency may pledge and use Tax Increment to pay the costs of community development activities in the Project Area, including financing those costs over a period of time. Such financing may be accomplished through the use of tax increment revenue bonds or other forms of borrowing. The Agency may retire these bonds or other loans with Tax Increment and any other Agency revenue generated in the Project Area. Bondholders and other creditors do not have any claim against any other funds or assets of the Agency unless specifically pledged. In particular, they have no claim against City funds or other City assets unless the City otherwise obligates itself.

2. Collection Period

The applicable length of time or number of years for which the Agency is to be paid Tax Increment shall be measured from the first tax year in which the Agency accepts Tax Increment from the Project Area. Tax Increment may not be paid to the Agency for a tax year prior to the tax year following the effective date of the Project Area Plan. Notwithstanding, the actual number of years will be determined by a majority vote of the governing body of each Taxing Entity that has the authority to "opt-in" for participation with the Agency in the Project Area Plan.

3. Allocation

Pursuant to the Act, taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, from Iron County, Iron County School District, Enoch City, or any districts or other public bodies ("Taxing Entities") after the effective date of the ordinance approving this Plan shall be paid to the Agency in accordance with the terms and conditions of the individual resolutions or interlocal agreements approved by each Taxing Entity that has agreed to participate with the Agency in the funding of the Project Area Plan.

The creation of a community Development Area does not require a Taxing Entity Committee and a Project Area budget is optional. The budget for this project area will consist of revenues generated by new tax increment and expenses paid to the project equaling tax increment.

4. Tax Decreases

Pursuant to Section 17C-1-408 of the Utah Code, if there is a decrease in the minimum basic school levy authorized under Section 59-2-902 of more than 20 percent from a previous tax year's levy, or a cumulative decrease over a consecutive five-year period of more than 100% from the levy in effect at the beginning of the five year period, and this decrease would result in a reduction of the amount of Tax Increment payable to the Agency, then the Base Year Value of the Project Area shall be reduced in the year of the decrease to the extent necessary, even if below zero, to provide the Agency with approximately the same amount of Tax Increment that would have been paid to the Agency each year had the qualifying decrease not occurred. In addition, the amount of Tax Increment paid to the Agency each year for the payment of bonds and indebtedness may not be less than what would have been paid to the Agency if there had been no qualifying decrease.

5. Tax Increment Determination

The Base Year Value used to determine annual Tax Increment payable to the Agency shall be:

(a) Increased or decreased by the amount of an increase or decrease that results from:

- 1) a statute enacted by the Legislature or by the people through initiative;
- 2) a judicial decision;
- 3) an order from the State Tax Commission to a county to adjust or factor its assessment rate under Section 59-2-704(2) of the Utah Code;
- 4) a change in exemption provided in Article XIII, Section 2 of the Utah Constitution, or Section 59-2-103 of the Utah Code; or
- 5) an increase or decrease in the percentage of fair market value, as defined under Section 59-2-102(12) of the Utah Code; and

(b) Reduced for any year to the extent necessary, even if below zero, to provide the Agency with approximately the same amount of money they would have received without a reduction in the county's certified tax rate, if:

- 1) in that tax year there is a decrease in the county's certified tax rate under Section 59- 2-924(2)(c) or (d)(I) of the Utah Code;
- 2) the amount of the decrease is more than 20 percent of the county's certified tax rate of the previous year; and
- 3) The decrease would result in a reduction of the amount of tax increment to be paid to the Agency.

(c) However, the amount of Tax Increment paid to the Agency each year for payment of Bonds or other indebtedness may not be less than would have been paid to the Agency each year if there had been no increase or decrease.

6. City Funding

Operating capital for Agency administration and developer participation of this Project has been and may be provided by the City until adequate Tax Increment or other funds are available or sufficiently assured to repay the loans and/or to permit borrowing adequate working capital from sources other than Enoch City. Advances and loans from the City to the Agency may bear a reasonable rate of interest.

Section 11 - Amending the Community Development Plan

The Agency may modify the Community Development Plan at any time in the same manner as if the amendment or modification constituted a Community Development Plan being originally proposed or as provided in Section 17C-4-108 of the Act.

Section 12 - Historic Places or Historic Uses

Historical buildings should be encouraged to remain in private ownership and continue to be put to beneficial use to help ensure their preservation. However, since the property in the Project Area is vacant and contains no buildings no historical buildings exist. In the event that any are found, the Community Development Plan does hereby incorporate the provisions of Subsection 9-8-401 *et seq.*, Utah Code Annotated 2014, as amended.

Section 13 - Reasons for Selection of Project Area

The Enoch Valley Crossing Community Development Project Area was selected by the Agency as that area within the boundaries of Enoch City that has the greatest immediate potential to establish the economic base of the community by locating a community grocery store and compatible commercial users and has an owner that is willing to invest private capital into a new project which will provide new jobs and broaden the tax base of the community. Boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency Board, City staff and outside consultants. In addition, the owner of property within the area requested the City develop a program which could be implemented to assist in providing a financial source to assist in development. Planned treatment of the Project Area is intended to stimulate Community Development to a degree necessary for sound, long-range economic growth in the Project Area.

Section 14 - Miscellaneous Provisions

Authority to take action or enter into agreements under this Plan shall be vested exclusively in the Agency's Governing Body. The administration and enforcement of this Plan and any documents implementing this Plan shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry,

injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners. The Governing Body shall have the financial affairs of the Agency audited annually by an independent auditing firm.

Before any development agreement or participation agreement under the plan may be entered into and/or executed by the Agency, the Agency may hold a public hearing on the proposed agreement. The Agency may prepare a feasibility analysis and a necessary and appropriate analysis with respect to all new projects being proposed and with respect to the ongoing feasibility of the overall Project being implemented pursuant to this Plan.

The purpose of this provision is to assure that the feasibility, necessity, appropriateness, the nature, extent of, and need for any public subsidy or other assistance, and the likely public benefit of new projects is reviewed on their own merits and in the context of implementing this Plan as a whole before any particular projects are approved, thereby assuring that the feasibility and necessary and appropriate analysis determining whether substantial and effective measures are being taken, or have been taken, that are reasonably designed to mitigate such actual harm, damage or disadvantage as may have been suffered as a result of development within the Project Area by owners of property within the Project Area.

Section 15 - Description of any Tax Incentives Offered to Private Entities for Facilities Located in the Project Area.

Subject to the establishment of the Project Area, the following generally describes tax or other incentives which the Agency intends to offer within the Project Area to developers, landowners or key tenants in consideration for construction and operating the proposed development.

The Agency intends to commit Tax Increment for no more than 10 years as follows: 100% of Tax Increment for the first five years and reducing that share by 10% per year for years six through ten (i.e. 90% in the 6th year, 80% in the 7 year, etc.). These commitments will be made pursuant to a development agreement or participation agreement between the Agency and a developer, landowner, or key tenant. The Agency's ability to make such commitments is subject to the Taxing Entities' approval of an interlocal agreement committing specific revenue to the Project.

The Agency may use Tax Increment or other committed funds to create economic incentives for private participants to undertake the Project by paying for all or a portion of the costs associated with the development of the Project Area. These funds may be used for such items as public infrastructure improvements, Agency requested off-site improvements and upgrades, rent subsidies, land write downs, desirable Project Area improvements, payment of development fees imposed by the City, and other items as approved by the Agency. In the event the City agrees to participate in the use of sales tax, such use is not subject to the provisions of section 10-8-2 of the Utah Code Annotated. Any payments to private parties shall be made through an agreement between the Agency

and the City or the Agency and such participant. Subject to the provisions of the Act, the Agency may agree to pay for eligible costs and other items for any period of time the Agency may deem appropriate under the circumstances.

Section 16 - Anticipated Public Benefit

The beneficial influence on the tax base will happen through an increase of the property tax base of the Project Area. As the enhancements occur, property tax revenue will increase and jobs will be created. Businesses that should benefit include retail stores, restaurants, suppliers and vendors servicing the proposed project. In addition, some suppliers and vendors may choose to locate in Enoch City to better service the site. The net benefits from the proposed Project Area are commensurate with the improvements that need to be funded. This report assumes that the benefits ignore the present revenue situation and only include the incremental costs and revenues the new renovation and nearby developments generate. The development will benefit all taxing agencies within the Plan Area and the Plan will also increase local efforts to:

- Enhance employment and income opportunities for community residents
- Improve access to goods and services for residents
- Increase and diversify the tax base, thus increasing the resources available for performing governmental services while minimizing tax rates

**End of Plan
Attachment A
Project Area Boundaries**

The legal description of the Project Area is:

Section 14 Township 35 South Range 11 West; Commencing at the N ¼ Sec 14, T35S, R11W, SLM; S88°55'27"E along section line 569.54 feet; S00°00'00" East 39.66 feet to point of beginning, said point also being located on south right of way line of Midvalley Road, said point also being located on record east line of 3 Peak Subdivision, Phase 1; S82°48'19"East along said right of way line 97.04 feet; continue along said line S88°55'27" East 639 feet to curve to right, radius of 35.00 feet & central angle of 89°23'01"; southeasterly along said curve 54.60 feet to point on west right of way line of Minersville Highway 130: S00°27'34" west along said line 1181.55 feet to curve to right, radius of 34.00 feet & central angle of 90°26'52": southwesterly along said curve 53.67 feet to point located on north line of Homestead Boulevard; N89°05'34"West along said line 625.74 feet to curve to left, radius of 1150.00 feet & central angle of 05°27'44"; westerly along said curve 109.63 feet to point located on east line of said record 3 Peak Subdivision, Phase I; N00°26'18" East along said line 1268.28 feet to point of beginning.

22.12 Acres.

**Attachment B
Project Area Map**

