

ENOCH CITY COUNCIL NOTICE AND AGENDA

August 6, 2025 at
6:00pm City Council
Chambers

City Offices, 900 E. Midvalley Road

Join Zoom Meeting

<https://us02web.zoom.us/j/86441135856>

Meeting ID: 864 4113 5856

- 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 August 6, 2025
 - e. Approval of Minutes for July 16, 2025-
 - f. Ratification of Expenditures-
 - g. Conflict of Interest Declaration for this agenda-

- 2. PUBLIC COMMENTS**

- 3. SET A SPECIAL CITY COUNCIL MEETING FOR TUESDAY, AUGUST 26, 2025 TO CANVASS THE PRIMARY ELECTION AS REQUESTED BY THE IRON COUNTY CLERKS OFFICE**

- 4. CONSIDER A CONTRACT WITH LUMEN UTILITY CONSULT - Presentation by Lumen**

- 5. CONSIDER ACCEPTING PROPOSALS FOR THE WATER AND WASTEWATER IMPACT FEE FACILITIES PLAN UPDATES**

- 6. CONSIDER RESOLUTION NO. 2025-08-06-A, A RESOLUTION APPROVING A “COMMUNITY BENEFITS AGREEMENT” BETWEEN LS ELECTRIC D/B/A MCM ENGINEERING II, INC. AND ENOCH CITY**

- 7. CONSIDER ORDINANCE NO 2025-08-06-A, A ZONE CHANGE OF PARCELS A-0794-0005-0000 & A-0794-0006-0000 FROM RURAL RESIDENTIAL (R-R-1) & SINGLE-FAMILY RESIDENTIAL (R-1-8) TO RESEARCH/INDUSTRIAL PARK (R/IP) - LS ELECTRIC D/B/A MCM ENGINEERING II, INC.**

- 8. CONSIDER ORDINANCE NO. 2025-08-06-B, AN ORDINANCE AMENDING ENOCH CITY LAND USE ORDINANCE 14.100.113 APPLICATION FOR WATER CONNECTION, TO INCORPORATE A WATER RIGHT CREDIT AND ASSIGNMENT PROGRAM**

- 9. CONSIDER RESOLUTION NO. 2025-08-06-B, A RESOLUTION APPROVING AMENDMENTS TO THE ENOCH CITY PERSONNEL POLICIES AND PROCEDURES MANUAL ADDING FLEX TIME**

- 10. CONSIDER RESOLUTION NO. 2025-08-06-C, A RESOLUTION AMENDING A COOPERATIVE AGREEMENT FOR BUILDING INSPECTION SERVICES BETWEEN BRIAN HEAD TOWN BUILDING DEPARTMENT AND ENOCH CITY**

11. CONSIDER AMENDING THE PUBLIC SAFETY IMPACT FEE FOR MULTI-FAMILY AND ADDING COMMERCIAL AND SET A PUBLIC HEARING FOR AUGUST 20, 2025

12. CONSIDER RESOLUTION NO. 2025-08-06-D A RESOLUTION SUPPORTING AMERICA250 UTAH AND RECOGNIZING AND APPROVING OF THE IRON COUNTY UTAH250 COMMUNITY COMMITTEE

13. COUNCIL/STAFF REPORT

14. 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.

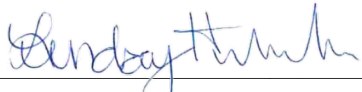
15. ACTION FROM CLOSED MEETING-

16. 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 foregoing "Notice and Agenda" was delivered to each member of the City Council, posted on the Enoch City website, on the City Office entrance, and published on the Utah Public Meeting Notice website on 08/1/2025.



Lindsay Hildebrand, Recorder

8/1/2025

Date

MINUTES
ENOCH CITY COUNCIL
July 16, 2025 at 5:30pm
City Council Chambers
City Offices, 900 E. Midvalley Road

MEMBERS PRESENT:

Mayor Geoffrey Chesnut
Council Member Katherine Ross - Zoom
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 - Excused
Justin Wayment, City Attorney
Hayden White, Public Works Dir.
Lindsay Hildebrand, City Recorder
Jackson Ames, Police Chief

Public Present: Su & Noel Wells, Bryce Poulson, Alan Caplin, Delaine Finlay, Byron Black, Jonathan Wilson, Jim Rushton, Kim Trower, Andy Funderburk, and Glenn Pearson

- 1. CALL TO ORDER OF REGULAR COUNCIL MEETING – by Mayor Chesnut**
 - a. Pledge of Allegiance-** Led by City Manager Dotson
 - b. Invocation (2 min.)-Audience invited to participate-** Given by Alan Caplin
 - c. Inspirational thought-** Given by City Manager Dotson
 - d. Approval of Agenda for July 16, 2025 – Council Member Harris made a motion to approve the agenda. Council Member Stoor seconded and all voted in favor.**
 - e. Approval of Minutes for July 2, 2025- Council Member Ley made a motion to approve the minutes. Council Member Harris seconded and all voted in favor.**
 - f. Ratification of Expenditures-** There were none.
 - g. Conflict of Interest Declaration for this agenda-** None stated

2. PUBLIC COMMENTS

There were no public comments.

3. CONSIDER RESOLUTION NO. 2025-07-16-A, A RESOLUTION TO APPROVE A JOINT LETTER OF SUPPORT FOR CYBERSECURITY FUNDING IN UTAH

City Manager Dotson explained that the organization received a request for cybersecurity support from various sources. One of these was their contracted IT company, supported by state funding allocated through the legislature to the Utah Division of Privacy and their IT team, which assisted cities in combating cybersecurity threats. The city was connected with the Utah State Cybersecurity Experts group, which provided free resources for staff training through a service called NOBI-4, funded entirely by the state. The organization was also part of a local government IT leaders group, which authored a letter requesting continued legislative support.

Council Member Ley raised concerns about the increasing government involvement and funding in cybersecurity, noting that federal and state levels allocated tens of millions of dollars, which was expanding bureaucratic structures. She expressed skepticism about whether

this expansion was appropriate or if private industry should be more involved. Similarly, Council Member Harris discussed the debate over outsourcing versus maintaining in-house cybersecurity operations, emphasizing that government needs are often highly unique and may not be fully suited to private-sector services. Council Member Harris discussed the importance of understanding cybersecurity issues thoroughly before deciding whether to privatize certain functions. Mayor Chesnut noted that accepting state funding often meant supporting larger government initiatives, which could lead to increased bureaucracy, but also acknowledged the legitimate demand for cybersecurity efforts. City Manager Dotson clarified that they hired Mountain West to manage their hardware, software, and security measures, including conducting technical audits and simulated phishing tests funded without organizational cost. He emphasized that these services were essential, especially given the thousands of daily attempts by entities trying to breach their system, which was protected through government-supported mechanisms. The general consensus was that, while efforts to improve cybersecurity were necessary, there was concern over the growth of government infrastructure and the need to explore appropriate roles for private industry versus public efforts.

Council Member Harris made a motion to approve Resolution No. 2025-07-16-A, a resolution to approve a joint letter of support for cybersecurity funding in Utah.

Council Member Stoor seconded and a roll call vote was held as follows:

Council Member Ross: Yes

Council Member Stoor: Yes

Council Member Harris: Yes

Council Member Tingey: Yes

Council Member Ley: Yes

4. CONSIDER RESOLUTION NO. 2025-07-16-B, A RESOLUTION ADOPTING A PRIVACY POLICY FOR ENOCH CITY TO GOVERN THE COLLECTION, USE, AND MANAGEMENT OF PERSONAL DATA

City Manager Dotson explained that Utah Code 63A-19-401, a new law enacted the previous year, required the city to establish and implement a privacy program. The resolution passed formalized the adoption of this privacy policy, which outlined the procedures and obligations concerning the handling of personal data. The council was informed that this was a new policy mandated by the state, as there had been no such policy in place previously.

The policy clarified what types of private data the city would collect, the purposes for which it would be used, and how it would be managed. It was noted that existing practices already aligned with the policy, so the new document formalized procedures already in practice. The policy also connected to the Government Records and Management Act, which mandated that records be kept securely, sealed, and accessible only to authorized personnel.

The discussion highlighted the use of sensitive data within systems like UCGIS, which law enforcement accessed and protected through strict security measures, including escorted access in physical facilities. The establishment of a Utah Privacy Office and a State Privacy Officer was also noted, as part of the efforts to implement the new privacy requirements.

The policy outlined that personal data collection would be limited to what was necessary, with clear purpose, notice, and lawful use. It affirmed residents' rights to request corrections and receive notices about data use, and mandated the implementation of technical and administrative safeguards. Procedures for breach notification, data retention, and disposal were included, emphasizing that personal data would never be sold and would only be shared legally. The policy mandated mandatory staff training and regular privacy assessments conducted by the Utah Privacy Office.

Future changes were anticipated, including reporting mechanisms required annually. It was also noted that residents would be able to access the privacy policy via QR codes included in

various documents such as dog licenses, building permits, and utility account notices, to inform them of their rights and the city's data practices. Council Member Ross asked if the city had steps outlined in case of a data breach. City Manager Dotson stated that once a data breach is identified, the city's IT team takes immediate action by coordinating with various entities. They contact the State of Utah, the FBI, the Cyber Center, and their legal counsel, among others, to manage the situation effectively. The city's systems, including Pelorus, a third-party platform that stores and manages all of the data, will notify the Cyber Breach authorities. Additionally, the city maintains cybercrime insurance to provide coverage in case of such incidents.

Council Member Harris made a motion to approve Resolution No. 2025-07-16-B, a resolution adopting a privacy policy for Enoch City to govern the collection, use, and management of personal data. The city recorder will be added as the person to submit requests to. Council Member Ley seconded and a roll call vote was held as follows:

Council Member Ross: Yes

Council Member Stoor: Yes

Council Member Harris: Yes

Council Member Tingey: Yes

Council Member Ley: Yes

5. CONSIDER RESOLUTION NO. 2025-07-16-C, A RESOLUTION APPROVING AMENDMENTS TO THE ENOCH CITY PERSONNEL POLICIES AND PROCEDURES MANUAL

City Manager Dotson discussed that recent legislative sessions had resulted in numerous changes to state and federal codes, prompting the city to update its policies accordingly. Council members were provided with a memo detailing each revision and had the revised policies in front of them for review. The updates included expanding protections for certain classes under Utah law, such as pregnancy, genetic information, orientation, and identity, which had previously been omitted or lacked clarity in the city's policy. The reforms also addressed restrictions on the use of city resources for political activities, aligning with new state election codes, and expanded existing policies related to the use of city resources during elections.

Additionally, the revisions to the nepotism policy clarified definitions and added exceptions to ethics and mission disclosures. The policy also stated that salaried exempt employees were no longer authorized to receive compensatory time, in accordance with federal laws under USC chapters 29, 207, and 213. The organization emphasized that compensatory time must be paid out before earning time-and-a-half overtime, and employees were encouraged to use accumulated compensatory time before applying their annual leave.

The safety program was entirely revised, streamlining the previous manual from approximately 600 pages down to about 60 pages. The updated program officially declared safety as a priority and outlined specific procedures, with a requirement to review it at least once every three years, although annual reviews were also conducted. The city continued to provide ongoing training, with public works and law enforcement departments conducting weekly safety training sessions.

Council Member Harris made a motion to approve Resolution No. 2025-07-16-C .. Tingey seconded and a roll call voted was held as follows:

Council Member Ross: Yes

Council Member Stoor: Yes

Council Member Harris: Yes

Council Member Tingey: Yes

Council Member Ley: Yes

6. COUNCIL/STAFF REPORT

Chief Ames

- They are audited by BCI every 3 years regarding access to the building and information. It took several weeks, and we passed.
- They re-certified on their tasers.
- The PD building just finished flooring and everything is on schedule. They will be transitioning

Hayden White

- They have had a string of water breaks.
- They have been pot hole patching here and there.
- The BLM well motor came in today and it should be up and going soon.
- The Three Peaks well went down. Council Member Ley asked why there have been water line breaks. Hayden said the system is really old. The piping is made out of cheap PVC pipe. They used the cheapest materials that they could at the time. It's usually summer or winter when lines breaks. There have been 4 in the last 3 days. The week pipe is on each side of the good pipe.

City Manager Dotson

- We have been working with Iron County. We had to upgrade our servers and decided to move our services to the PD because they have tighter security. We received a \$22,000 grant from the state emergency management fund to help pay for that.
- The impact fee facilities plan interviews were done with Council Member Ley, Council Member Harris, Rob, and Hayden. At the next City Council meeting, a recommendation will need to be made to award the job.
- The NRCS east bench watershed environment assessment is almost done. We are on their list but we are competing against flooding in Texas and others.
- The Old Highway 91 resurfacing project went out for bid last week. UDOT is doing that project with us.
- Regarding the transit study with busing, we are looking at contracting with a company that creates utility planning. During the meeting, it was reported that a rate study was currently being conducted by the same nonprofit company that performed one a few years prior. This service was provided at no cost but offered a snapshot of the current rates, which would need to be updated every one or two years to remain accurate. The service was highly regarded for its up-to-date information, automatically adjusting rates based on new facilities or changes, and cost approximately \$9,000 annually. The city had contacted other entities using this service, and all praised it as highly effective. The system would significantly enhance the city's ability to evaluate water and sewer rates more timely and accurately, providing a continuous, live data source. The council also noted that impact fee analyses were typically performed every five or six years, but rate studies like this could be updated much more frequently, making them a valuable ongoing resource.

Lindsay Hildebrand

- She has been reviewing expired business licenses and reconciling some of those records. She will be working on the Newsletter next week.



CLIENT NAME _____

CONTACT _____ **PHONE** _____

1. Lumen Utility Consult (Lumen) will review the utilities/bills for all locations of the undersigned to identify opportunities to reduce costs. All recommendations shall be made in writing and are subject to approval. When any recommendation is implemented, either by the undersigned or by Lumen, it shall be considered approved.
2. If Lumen is unsuccessful in obtaining refunds/credits or cost reductions there shall be no fee due.
3. The undersigned agrees to pay Lumen 50% of all refunds or credit adjustments and 50% of each and any continuing savings that occur from approved recommendations, each for a period of 60 months from the time savings first appear on utility bills.
4. The undersigned agrees to allow Lumen Utility Consult to access all utilities/bills and renew any "Letter of Authorization" allowing Lumen access to bill copies and other required account information directly from utility providers for the initial review and throughout the billing period throughout the duration of this agreement.
5. The undersigned shall not use any Confidential Information other than for the purposes contemplated herein or as otherwise expressly authorized by Lumen. This specifically prohibits the undersigned from implementing changes to utility bills at any location using Lumen's Confidential Information without compensating Lumen as stated above.
6. Each month, Lumen Utility Consult will invoice the undersigned for any refunds and savings received as a result of recommendations made. Payment to be Net 30 late fee of 1.5% after 30 days of any unpaid balance.
7. This agreement will continue to renew for consecutive twelve-month periods unless cancelled in writing. In the event of default, attorney fees along with court and collection costs will be charged. This agreement is binding on successors or assignees.
8. As an authorized agent of the listed company or organization, I accept the foregoing agreement.

Name _____ **Title** _____

Signature _____ **Date** _____

**ENOCH CITY CORPORATION
RESOLUTION NO. 2025-08-06-A**

**A RESOLUTION APPROVING A COMMUNITY BENEFIT AGREEMENT
BETWEEN ENOCH CITY AND LS ELECTRIC D/B/A MCM
ENGINEERING II, INC**

WHEREAS, MCM Engineering II, Inc. ("MCM") has requested a zone change from Rural Residential and Single-Family Residential to Research Industrial Park for certain parcels of land within Enoch City; and

WHEREAS, the Enoch City Council recognizes the potential benefits of a Research Industrial Park in terms of economic development and job creation within the City; and

WHEREAS, Enoch City desires to ensure that such development aligns with the City's overall planning objectives and benefits the community; and

WHEREAS, Enoch City and MCM have negotiated a Community Benefit Agreement ("Agreement") to address potential impacts and provide specific benefits to the City and its residents related to the zone change and subsequent development; and

WHEREAS, the proposed Agreement outlines various benefits to the community, including landscaping improvements, park development, building height limitations and aesthetically pleasing materials, site-obscuring fencing, compliance with Enoch City lighting ordinance, etc.; and

WHEREAS, the Enoch City Council has reviewed the proposed Community Benefit Agreement and finds that it is in the best interest of the City and its residents.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of Enoch, Utah, that the Community Benefit Agreement between Enoch City and Ls Electric D/B/A MCM Engineering II, Inc. 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 6th day of August 2025.

ENOCH CITY CORPORATION

Geoffrey L. Chesnut, Mayor

VOTING:

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

ATTEST:

Lindsay Hildebrand, City Recorder

SEAL:

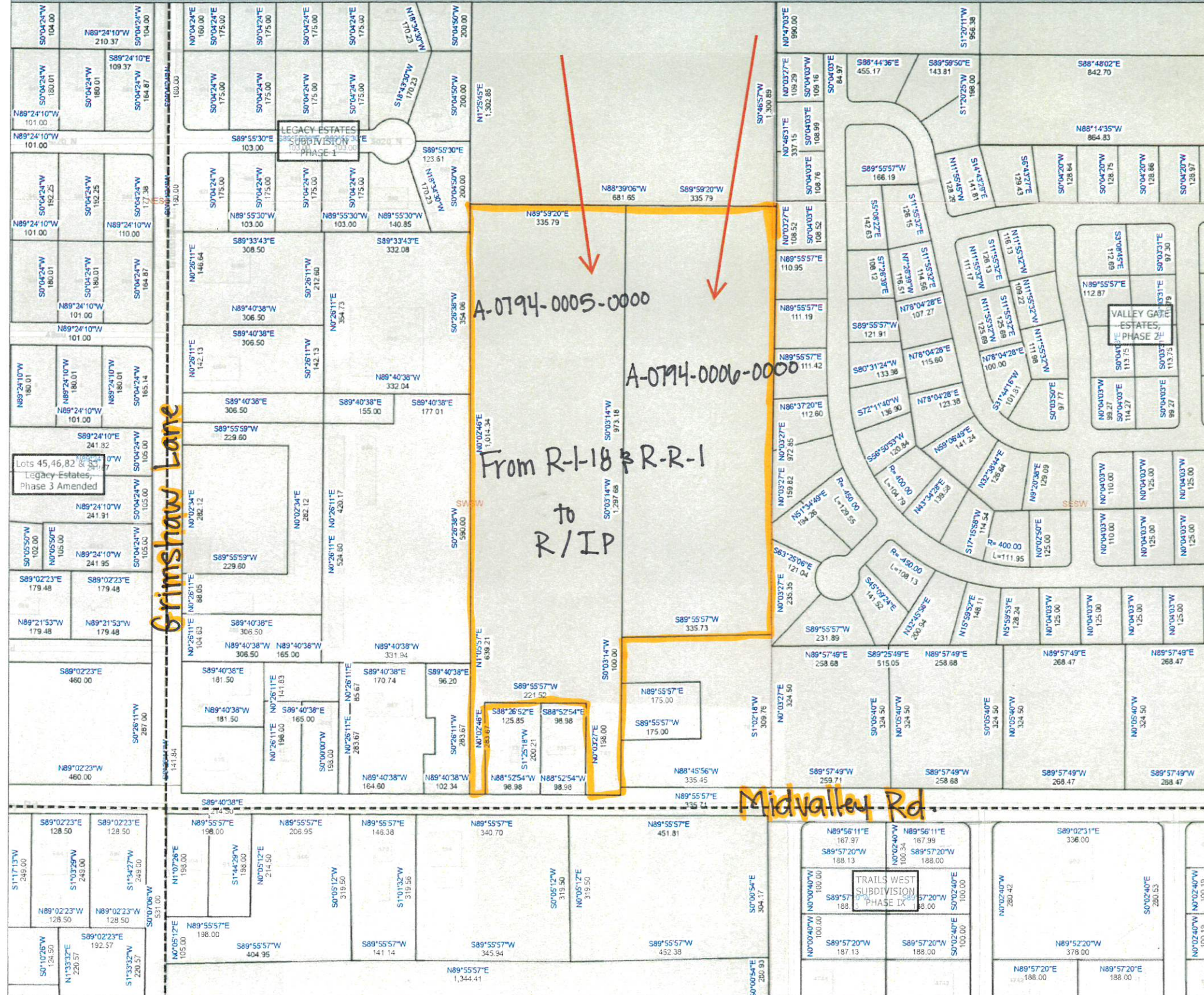


IRON COUNTY

For taxing purposes only

SEC 12 T35S R11W | SEC 13 T35S R11W | SEC 14 T35S R11W | SEC 11 T35S R11W

Lots 45,46,82 & 83, Legacy Estates, Phase 3 Amended | Valley Gate Estates Phase 1 | LEGACY ESTATES SUBDIVISION PHASE 1 | LEGACY ESTATES SUBDIVISION PHASE 2 | LEGACY ESTATES SUBDIVISION PHASE 3 | TRAILS WEST SUBDIVISION PHASE VI | TRAILS WEST SUBDIVISION PHASE



**ENOCH CITY CORPORATION
ORDINANCE NO. 2025-08-06-A**

**AN ORDINANCE AMENDING THE GENERAL PLAN LAND USE MAP AND THE
ENOCH ZONING ORDINANCE MAP BY CHANGING THE ZONING OF PROPERTY
OWNED BY MCM ENGINEERING II, INC., PARCEL A-0794-0005-0000 AND A-0794-0006-0000
FROM RURAL INDUSTRIAL (R-R-1) AND SINGLE-FAMILY RESIDENTIAL (1-1-18) TO
RESEARCH INDUSTRIAL PARK (R/IP)**

WHEREAS, the owner of property, MCM Engineering II, Inc., Parcel A-0794-0005-0000 and A-0794-0006-0000 has applied to have the zoning changed from Rural Residential (R-R-1) and Single-Family Residential (R-1-18) to Research Industrial Park (R/IP); and

WHEREAS, the Enoch City Planning Commission held a public hearing on June 24, 2025 after noticing as required by State law; and

WHEREAS, the Planning Commission discussed the matter and made a favorable recommendation for the zone change; and

WHEREAS, the Enoch City Council has determined that the zone change request meets City requirements;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of Enoch City that the zoning of property owned by MCM Engineering II, Inc. shall be changed from Rural Residential (R-R-1) and Single-Family Residential (R-1-18) to Research Industrial Park (R/IP) per the attached map and legal descriptions.

This Ordinance was voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 6th day of August 2025. It shall take effect immediately after signing by the Mayor and City Recorder.

DATED this 6th day of August 2025

ENOCH CITY CORPORATION

VOTING:

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

Geoffrey L. Chesnut, Mayor

ATTEST:

SEAL:

Lindsay Hildebrand, City Recorder

Legals/Parcel Number A-0794-0006-0000

Legal

BEG AT PT N89*55'57"E 1007.11 FT ALG SEC LN & N00*03'14"E 357.50 FT FR SW COR OF SEC 12,T35S,R11W, SLM; N89*55'57"E 335.73 FT TO PT ON W 1/16 LN OF SD SEC; ALG SD 1/16 LN N00*03'27"E 972.85 FT TO SW 1/16 SEC COR; ALG S 1/16 LN S89*59'20"W 335.79 FT; DEPART SD 1/16 LN S00*03'14"W 973.18 FT TO POB.

Legals/Parcel Number A-0794-0005-0000

Legal

BEG AT PT N89*55'57"E 1007.11 FT ALG SEC LN & N00*03'14"E 33.00 FT FR SW COR OF SEC 12,T35S,R11W, SLM; SD PT BE ON N R/W LN OF MIDVALLEY RD; ALG SD R/W LN S89*55'57"W 78.16 FT; DEPART SD R/W N00*03'27"E 198.00 FT; S89*55'57"W 221.52 FT; S00*03'27"W 198.00 FT TO PT ON SD N R/W LN; ALG SD R/W LN S89*55'57"W 36.00 FT; DEPART SD R/W LN N00*02'46"E 283.67 FT; ALG W-W 1/64 LN OF SD SEC N00*02'59"E 1014.34 FT TO CNTR-W-SW 1/64TH COR SD SEC; ALG S 1/16 LN OF SD SEC N89*59'20"E 335.79 FT; DEPART SD 1/16 LN S00*03'14"W 1297.68 FT TO POB. SUBJ TO EASE DESC REC BK 1708/1571.

ENOCH CITY COUNCIL MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: ADMINISTRATION
DATE: AUGUST 6, 2025
SUBJECT: WATER RIGHTS CREDIT & ASSIGNMENT AGREEMENT SUMMARY



Background

The City has historically provided a mechanism to facilitate the voluntary dedication of water rights to Enoch City Corporation. This proposed a Water Rights Credit & Assignment Ordinance & Agreement formalizes customary practices. This tool enables property owners to transfer water rights to the City while retaining the ability to assign development credits for future use.

Key Provisions

- **Conveyance of Rights:** The Owner deeds water rights to the City. Upon acceptance, the City holds those rights in perpetuity under authority of the Utah Constitution.
- **Assignment Rights:** In exchange, the Owner receives Assignment Rights, which can be used to satisfy water dedication requirements for development within the City's water service area.
- **Credit Calculation:** Credits are issued based on the City's Equivalent Residential Connection (ERC) requirement (e.g., 0.88 acre-feet per ERC) at the time of development. Partial credits are issued proportionally.
- **Commercial Use:** Assignment Rights may be applied to residential or commercial development. Commercial water requirements are subject to separate standards and may differ from residential ERC values.
- **Transfer Mechanism:** Assignment Rights may be transferred by notarized letter signed by the Owner or assign, with lien holder consent if applicable. All deeds & assignments are subject to City verification and approval.
- **Indemnification & Dispute Resolution:** The agreement includes indemnity clauses and a provision for mediation prior to litigation.

Conclusion

This agreement supports long-term water planning, ensures the City's ability to manage dedicated water rights, and provides flexibility for developers and landowners to meet water dedication requirements efficiently.

Upon recording, return to:
Enoch City Corporation
900 East Midvalley Road
Enoch City, Utah 84721

WATER RIGHT(S) CREDIT & ASSIGNMENT AGREEMENT

This WATER RIGHT(S) CREDIT & ASSIGNMENT AGREEMENT (“Agreement”) is entered into this ___ day of _____, 20, by and between ENOCH CITY CORPORATION, a Utah municipal corporation (the “City”), and _____, a Water Right(s) owner (the “Owner”). The City and Owner may be collectively referred to as the “Parties.”

RECITALS

WHEREAS, Owner is the legal owner of certain water Right(s) under Utah law, described in Exhibit A attached hereto and incorporated herein (the “Water Right(s)”);

WHEREAS, Owner desires to deed the Water Right(s) to the City for municipal use and public benefit within the City’s water service area;

WHEREAS, the City is authorized under the Utah State Constitution to hold water Right(s) in perpetuity for the benefit of the public and municipal purposes;

WHEREAS, the City desires to provide Owner with assignment Right(s) enabling Owner or Owner’s assigns to apply the Water Right(s) credit toward development within the City’s water service area, subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. CONVEYANCE OF WATER RIGHT(S)

1.1 Deed of Water Right(s). Owner agrees to convey and hereby conveys the Water Right #73-_____, which constitutes ___ acre-feet of acceptable underground water right to the City by duly executed deed and deed addendum in recordable form, as set forth in Enoch City Ordinances and by the Utah Division of Water Rights.

1.2 Holding in Perpetuity. The City shall hold the Water Right(s) in perpetuity in accordance with the Utah State Constitution, for municipal water supply purposes.

2. ASSIGNMENT RIGHT(S)

2.1 Credit Assignment. In consideration for the conveyance of the Water Right(s), the City grants to Owner the right to assign Water Right(s) credit (“Assignment Credit(s)”) for development within the City’s water service area.

2.2 Determination of Assignment Credit. The number of Assignment Rights granted to Owner shall be determined at the time the Water Rights are deeded to the City, in accordance with the City’s water right requirement per equivalent residential connection (ERC) as established by ordinance or policy. For purposes of this Agreement, one Assignment Right shall be granted for each amount of water equal to the then-current ERC requirement (e.g., 0.88 acre-feet per connection). Partial credits may be issued on a pro-rata basis. Assignment Rights may be applied to either residential or commercial connections; however, the water right requirement for commercial connections may differ based on the City's current standards, and is not necessarily equal to the residential conversion rate (e.g., 0.88 acre-feet per ERC for residential use may not apply to commercial use).

2.3 Assignment Process. Assignment shall be by notarized letter signed by Owner (or successor/assign), stating:

- amount of water right credit assigned;
- recipient;
- property or project receiving the credit.

If applicable, any lien holder with an interest in the Assignment Right(s) shall consent in the same notarized letter.

2.4 City Review. The City shall approve assignments upon verification of documentation and compliance with City policies.

3. GENERAL TERMS

3.1 Binding Effect. This Agreement binds and benefits the Parties and their successors/assigns.

3.2 Governing Law. Utah law governs this Agreement.

3.3 Entire Agreement. This is the complete agreement between the Parties.

3.4 Amendment. Amendments must be in writing, signed by both Parties.

3.5 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and the Agreement shall otherwise remain in full force and effect.

3.6 Indemnification.

3.6.1 By Owner. Owner agrees to indemnify, defend with counsel of City's choice, and hold harmless City, and its employees, officers, and agents from and against all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from any negligent act or omission of Owner or Owner's agents.

3.6.2. By City. City agrees to indemnify, defend with counsel of Owner's choice, and hold harmless Owner, and its employees, officers, and agents from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from City's acts, omissions, or failures in any incident arising from or related to the subject matter of this Agreement and for which governmental immunity has been expressly waived under the Act.

3.7 Dispute Resolution. Disputes shall first go to negotiation, then mediation before litigation.

3.8 Notices. Notices shall be sent to:

City:

Enoch City Corporation
900 East Midvalley Road
Enoch City, Utah 84721

Owner:

Lien holder (if applicable):

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

Owner(s)

By: _____

Name: _____

Title: _____

Lien holder (if applicable):

By: _____

Name: _____

Title: _____

ENOCH CITY
A Utah municipal corporation

Attest:

Geoffrey L. Chesnut, Mayor

Lindsay Hildebrand, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF IRON)

On the _____ day of _____, 20__, personally appeared before me _____ and _____, who being by me duly sworn did say that they are the Mayor and Recorder, respectively, of Enoch City and the signers of the above instrument, who duly acknowledged that they executed the same.

Given under my hand and seal this _____ day of _____ 20__.

Notary Public

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF _____)

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____ and has the authority to sign and is the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this _____ day of _____ 20__.

Notary Public

ENOCH CITY CORPORATION

ORDINANCE NO. 2025-08-06-C

AN ORDINANCE AMENDING ENOCH CITY ORDINANCE 14.100.113 APPLICATION FOR WATER CONNECTION, TO INCORPORATE A WATER RIGHT CREDIT AND ASSIGNMENT PROGRAM

WHEREAS, Enoch City has experienced significant growth in recent years, leading to increased demand for municipal water services; and

WHEREAS, Ordinance 14.100.113 addresses the process by which water rights can be conveyed to the City in exchange for assignment rights or credits that can be used for development within the City's water service area; and

WHEREAS, the City Council has identified the need to clarify and update certain provisions of Ordinance 14.100.113 to better reflect current water management practices; and

WHEREAS, effective and long-term water resource management is essential for facilitating orderly growth and development within the City's water service area, promoting the efficient and economical use and conservation of water, and ensuring a stable municipal water supply for current and future needs; and

WHEREAS, the City desires to establish a formal and transparent Water Right Credit and Assignment Program that allows water right owners to convey acceptable water rights to the City in exchange for assignable development credits, thereby contributing to the City's overall municipal water supply and supporting future development within the City's water right requirements per equivalent residential connection (ERC);

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah that the amendments to Enoch City Ordinance 14.100.113 application for water connection to incorporate a water right credit and assignment program, be approved and adopted.

This Ordinance was made, voted upon and passed by the Enoch City Council at a regular city council meeting held on the 6th day of August, 2025 and shall become effective immediately.

DATED this 6th day of August 2025

ENOCH CITY CORPORATION

Geoffrey L. Chesnut, Mayor

ATTEST:

Lindsay Hildebrand, City Recorder

VOTING:

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

SEAL:

ENOCH CITY COUNCIL MEMORANDUM

TO: CITY COUNCIL
FROM: ADMINISTRATION
DATE: AUGUST 6, 2025
SUBJECT: NEW FLEX TIME POLICY – ARTICLE X, SECTION III



Purpose:

The City is implementing a new Flex Time policy to enhance work schedule flexibility while ensuring compliance with the Fair Labor Standards Act (FLSA) and preserving fiscal accountability. This applies to non-exempt part-time and full-time employees scheduled for no more than 32 hours per week.

Key Provisions:

- **Eligibility & Applicability:**
Applies to non-exempt employees schedule to work ≤ 32 hours/week. Does *not* apply to exempt personnel as defined by the FLSA.
- **Workweek Compensation Cap:**
Compensated hours (worked + leave/holiday pay) must not exceed scheduled hours. If totals exceed the scheduled hours, leave/holiday pay will be adjusted accordingly. Flex Time cannot override this cap.
- **Flex Time Accrual:**
Earned only through *actual* time worked beyond the regular schedule but under 40 hours/week. Leave and holiday hours are excluded. Accrual is capped at 40 hours and differs from Comp Time governed under Section II.
- **Flex Time Usage & Forfeiture:**
Should be used in the pay period earned or the following one. All unused Flex Time expires at the end of each fiscal year—no carryovers or payouts. Pre-approval from supervisors is required for usage.
- **Employee Communication & Acknowledgment:**
All employees will receive this policy upon hire and after any revisions. Balances will be communicated with each pay stub. Employees agree that unused Flex Time is forfeited at separation.

Conclusion:

This policy supports operational efficiency and employee flexibility while managing workload and budget controls.

ARTICLE X

Proposed Addition:

Section III – Flex Time

1. Purpose and Applicability

This section establishes guidelines for flexible work hours for non-exempt, part time and fulltime employees whose regular schedule is not more than 32 hours per week. Its purpose is to define how hours worked beyond the scheduled hours—but below the FLSA overtime threshold—can be managed, and how total compensated hours are limited within a workweek.

This policy does not apply to exempt employees as defined by the Fair Labor Standards Act (FLSA).

2. Limitation on Total Compensated Hours

For eligible employees, total compensated hours in any single workweek—calculated from actual hours worked, annual leave, sick leave, and holiday pay—shall not exceed scheduled hours.

- If, in a single workweek, the combined total of actual hours worked and hours compensated by leave or holiday pay exceeds scheduled hours, the leave and/or holiday pay may be adjusted for that pay period to maintain alignment with the schedule.
- This adjustment ensures employees do not exceed their regularly scheduled workweek when combining actual work and compensated leave.
- The adjustment of leave or holiday pay takes precedence over any potential accrual of Flexible Work Hours.

3. Accrual of Flexible Work Hours (Flex Time)

Flexible Work Hours may be accrued when actual hours worked exceed the employee's regular schedule but do not exceed 40 hours in a single workweek.

- Only actual time worked is eligible for Flex Time accrual.
- Time compensated via annual leave, sick leave, or holiday pay is not considered actual time worked and does not qualify for Flex Time accrual.
- Flex Time is distinct from Compensatory Time, which is governed by Article X, Section II and applies when total hours worked exceed the FLSA overtime threshold.
- Accrual of Flex Time shall be limited to 40 hours.

4. Usage and Forfeiture of Accrued Flex Time

- Every attempt should be made to use accrued Flex Time within the pay period in which it is earned or the immediately succeeding pay period.
- Flex Time accrued and not used within any fiscal budget year will be forfeited and will not be carried over or compensated.
- Use of Flex Time must be requested in writing and approved in advance by the employee's supervisor, subject to departmental workloads and operational needs.

5. Employee Acknowledgment and Communication

- Employees must be informed of this policy upon hire and whenever revised.
- Flex Time balances will be communicated with each pay period to ensure transparency.
- Employees acknowledge that unused Flex Time is not payable upon separation and is subject to the forfeiture policy stated herein.

ENOCH CITY CORPORATION
RESOLUTION NO. 2025-08-06-B

**A RESOLUTION APPROVING AMENDMENTS TO THE ENOCH CITY PERSONNEL
POLICIES AND PROCEDURES MANUAL, ARTICLE X, SECTION III**

WHEREAS, the Enoch City Council recognizes the importance of enhancing work schedule flexibility for city employees to improve morale and work-life balance; and

WHEREAS, the Council is committed to ensuring compliance with the Fair Labor Standards Act (FLSA) and maintaining fiscal accountability in all city operations; and

WHEREAS, implementing a Flex Time policy can contribute to operational efficiency and better management of workload and budget controls; and

WHEREAS, clear guidelines are needed to define eligibility, accrual, usage, and forfeiture of Flex Time for non-exempt employees;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah that the amendments to the Enoch City Personnel Policies and Procedures Manual be approved and adopted. This Resolution was made, voted upon, and passed by the Enoch City Council at a regular City Council meeting held on the 6th day of August 2025.

DATED this 6th day of August 2025

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: CITY COUNCIL
FROM: ADMINISTRATION
DATE: AUGUST 6, 2025
SUBJECT: AMENDED COOPERATIVE AGREEMENT WITH BRIAN HEAD TOWN FOR BUILDING INSPECTION SERVICES



Background:

Enoch City and Brian Head Town have historically maintained a cooperative agreement to support each other with building inspection services. This interlocal collaboration allows both municipalities to leverage shared resources, reduce operational costs, and provide reliable inspection coverage for residential and commercial projects. Brian Head very rarely has commercial permits. (2 in 5 years)

Purpose of Amendment:

The amended agreement formalizes a compensation structure for commercial inspections performed by Enoch City staff in Brian Head and refines coordination procedures for both cities. The goal is to maintain a flexible, efficient partnership while clarifying expectations and ensuring accountability.

Key Amendments:

The following provisions were underlined and represent the primary changes:

- **Commercial Inspection Fees:** Enoch City will now invoice Brian Head for commercial building inspections conducted upon request, with the following fee structure:
 - \$150 per inspection for a single trip.
 - \$200 for two inspections performed during a single trip.
- **Invoicing and Coordination:** All commercial inspections must be pre-approved and scheduled by designated staff from both cities. Invoicing by Enoch City will occur monthly.
- **Operational Clarifications:** Language was added to reinforce that inspections must be scheduled through official city staff and coordinated to reflect the respective workloads and resource availability of each party.

Conclusion:

These amendments preserve the spirit of interlocal cooperation while adding clarity and compensation for Enoch City's commercial inspection efforts. The agreement continues to serve the interests of both municipalities and ensures compliance with state requirements for certified inspectors.

COOPERATIVE AGREEMENT FOR BUILDING INSPECTION SERVICES - AMENDED

AGREEMENT made on this _____ day of _____, 2025, by and between Brian Head Town, Building Department, herein after referred to as "TOWN", and Enoch City Corporation, a municipality, hereinafter referred to as "CITY."

WHEREAS, TOWN, and CITY are responsible for providing building inspection for all new construction and remodeling projects to both residential and non-residential clients; and,

WHEREAS, TOWN and CITY desire to make the most efficient use of their resources by collaborating and sharing with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to a form of Inter-local Cooperation that will work best with geographic, economic, population and other factors influencing the needs and development of local communities and to provide benefit of economy of scale, economic development and utilization of resources for the overall promotion of general welfare of TOWN and CITY; and,

WHEREAS, the State of Utah has enacted legislation requiring building inspectors to be certified in accordance with Utah State Standards as provided for in Title 58, Chapter 56, section 9, Utah Code Annotated, 1953 as amended; and

WHEREAS, it is a mutual benefit for TOWN and CITY to assist each other and provide building inspection services for the residents and developers, on an as needed basis.

IN CONSIDERATION of the mutual covenants and promises herein, the parties agree as follows:

1. TOWN may provide all necessary certified building inspection services to CITY, and CITY may provide all necessary certified building inspection services commencing on _____.
2. Both TOWN and CITY shall obtain all necessary liability insurance and each will hold TOWN and CITY harmless, and defend all claims against TOWN and CITY as related to the building inspection services performed.

3. TOWN and CITY shall only perform inspections scheduled through TOWN and CITY staff and agree to schedule inspections in a coordinated effort regarding TOWN and CITY workloads, schedules, and resources.
4. TOWN and CITY agree to perform these inspections at no cost, except as follows:
CITY shall provide commercial building inspection services to TOWN, upon request, at the following rates:
 - \$150 for a single commercial inspection performed in a single trip to Brian Head;
 - \$200 for two inspections performed in a single trip to Brian Head.All commercial inspections performed by CITY for TOWN shall be coordinated and confirmed in advance by both parties' designated staff. CITY shall invoice TOWN monthly for commercial inspections.
5. Any party to this agreement may terminate its participation by providing notice, to the other party and in writing, one (1) month prior to the effective termination date.

This agreement constitutes the entire agreement of the parties and may be changed or modified only with the written consent of all parties.

IN WITNESS THEREOF, the parties hereto have affixed their hands on the dates set forth hereafter:

Clayton Calloway, Mayor DATE
Brian Head Town

Geoffrey Chesnut, Mayor DATE
Enoch City

**ENOCH CITY CORPORATION
RESOLUTION NO. 2025-08-06-C**

**A RESOLUTION
AMENDING A COOPERATIVE AGREEMENT FOR BUILDING
INSPECTION SERVICES BETWEEN BRIAN HEAD TOWN, BUILDING
DEPARTMENT AND ENOCH CITY**

WHEREAS, Enoch City and Brian Head Town are responsible for providing building inspections for all new construction and remodeling projects to both residential and non-residential clients; and

WHEREAS, it is a mutual benefit for Enoch City and Brian Head Town to assist each other and provide building inspection services for the residents and developers, on an as needed basis; and

WHEREAS, the amended agreement formalizes a compensation structure for commercial inspections performed by Enoch City staff in Brian Head and refines coordination procedures for both cities; and

WHEREAS, the amendments preserve the spirit of interlocal cooperation while adding clarity and compensation for Enoch City’s commercial inspection efforts; and

WHEREAS, such cooperation allows for the realization of economies of scale, promotes economic development, and optimizes the utilization of resources, thereby contributing to the overall promotion of the general welfare of Brian Head Town and Enoch City; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah, that the amended cooperative agreement for building inspection services between Brian Head Town, building department and Enoch City 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 6th day of August 2025.

ENOCH CITY CORPORATION

Geoffrey L. Chesnut, Mayor

ATTEST:

Lindsay Hildebrand, City Recorder

VOTING:

Katherine Ross	Yea ___	Nay ___
David Harris	Yea ___	Nay ___
West Harris	Yea ___	Nay ___
Richard Jensen	Yea ___	Nay ___
Shawn Stoor	Yea ___	Nay ___

SEAL:

ENOCH CITY COUNCIL MEMORANDUM

TO: CITY COUNCIL
FROM: ADMINISTRATION
DATE: AUGUST 6, 2025
SUBJECT: AMENDING PUBLIC SAFETY IMPACT FEES



Background

Enoch City previously adopted a public safety impact fee schedule based on the 2023 Public Safety Impact Fee Facilities Plan & Impact Fee Analysis. The current fee for Multi-Family residential units is set below the calculated maximum allowable threshold, and commercial development has not yet been formally assessed an impact fee.

Analysis

The adopted plan identifies the maximum allowable impact fee for single-family residential development at \$1,353.91 per Equivalent Residential Unit (ERU). Based on average residential square footage of 1,496 square feet, this equates to a commercial fee of \$0.90 per square foot of building footprint. The fee reflects average commercial development equivalency of 6.0 ERUs per unit.

To bring the adopted impact fee schedule in alignment with the analysis and to ensure adequate funding for public safety infrastructure, the following adjustments are proposed:

- **Multi-Family Residential:** Amend the impact fee from the currently adopted rate of \$19.87 to \$1,353.91 per dwelling unit, aligning it with the maximum allowable ERU-based rate.
- **Commercial Development:** Adopt a new public safety impact fee of \$0.90 per square foot for all new commercial structures, based on building footprint.

Recommendation

Adopt the proposed amendments by ordinance to ensure that public safety impact fees are equitably assessed and consistent with the findings of the adopted IFFP/IFA. This action will enhance Enoch City's ability to fund critical fire, EMS, and law enforcement facilities through appropriate growth-related revenues.

eligible. The calculated maximum allowable impact fee per residential unit is \$1,353.91, as demonstrated in Table V-4.

Table V-4: Impact Fee Analysis

ENOCH CITY PUBLIC SAFETY IMPACT FEE ANALYSIS			
Facility Costs:			
<u>Facility</u>	<u>Demand (SF)</u>	<u>Unit Cost</u>	<u>2022 Facility Cost</u>
Fire & EMS	5,140	\$313	\$1,609,000
Law Enforcement	1,142	\$313	\$358,000
Total 2022 Facility Costs:			\$1,967,000
Land Costs:			
<u>Facility</u>	<u>Lot Size (AC)</u>	<u>Unit Cost</u>	<u>2022 Land Cost</u>
Fire & EMS	1.0	\$30,000	\$30,000
Law Enforcement	0.5	\$30,000	\$15,000
Total 2022 Land Costs:			\$45,000
Inflated Project Costs:			
Assumed Construction Year:		2028	
Assumed Inflation Rate:		3.0%	
Inflated Fire & EMS Facility and Land Costs:			\$1,957,000
Inflated Law Enforcement Facility and Land Costs:			\$445,000
Total Inflated Facility & Land Costs:			\$2,402,000
Financed, Inflated Project Costs:			
Assumed Financed Term (Years):		20	
Assumed Financed Rate (%):		2.5%	
Financed, Inflated Fire & EMS Facility and Land Costs:			\$2,511,000
Financed, Inflated Law Enforcement Facility and Land Costs:			\$571,000
Total Financed, Inflated Facility & Land Costs			\$3,082,000
Planning Costs:			
<u>Planning Effort</u>	<u>Year</u>		<u>Planning Cost</u>
IFFP & IFA Update No. 1	2027		\$28,000
IFFP & IFA Update No. 2	2032		\$32,000
IFFP & IFA Update No. 3	2037		\$37,000
IFFP & IFA Update No. 4	2042		\$43,000
Total Planning Costs:			\$140,000
TOTAL IMPACT FEE ELIGIBLE COSTS (Project + Planning Costs):			\$3,222,000
Impact Fee Analysis:			
Existing 2022 ERUs			2,404
Future 2042 ERUs			4,784
20-Year ERU Growth (2042 ERUs - 2022 ERUs)			2,380
MAXIMUM ALLOWABLE IMPACT FEE (\$/ERU)			\$1,353.91
(Total Impact Fee Eligible Costs ÷ 20-Year ERU Growth):			

d) Commercial Impact Fee

Whereas commercial units vary significantly in size and purpose, and it has heretofore been calculated that, on average, one commercial unit in Enoch City represents 6.0 equivalent residential units (see Table III-3: ERU Analysis), it is reasonable that the City assess commercial impact fees on a per-square-foot basis. The calculation is based on the typical residential unit and the residential unit impact fee as follows:

$$\frac{\$1,353.91 \frac{\$}{ERU}}{1,496 \frac{Square\ Feet}{ERU}} = \$0.90 \text{ per Square Feet}$$

Thus, this impact fee analysis recommends the maximum allowable impact fee for new commercial units as \$0.90 per square foot of building footprint. As an example, if the average commercial unit size of 8,972 square feet is used (see Table III-3), the public safety impact fee for that unit would be \$8,074.80.

Table V-5: Commercial Impact Fee

COMMERCIAL IMPACT FEE	
Maximum Allowable Impact Fee (\$/ERU)	\$1,353.91
Average Residential Floor Area (SF/ERU)	1,496
Maximum Allowable Impact Fee (\$/SF)	\$0.90

e) General Guidance

The residential and commercial impact fees proposed herein represent the maximum amounts the City may enact per Utah’s Impact Fee Act. Ultimately, the City may adopt any impact fee levels it deems appropriate as long as it does not exceed the amounts presented herein. Obviously, if the City adopts a lower impact fee than recommended, the risk exists that insufficient funds will be available to implement the recommended improvements and, over time, a reduced level of service will become apparent unless funding from sources other than impact fees are committed to making the recommended improvements.

Furthermore, if the City determines that the existing public safety levels of service are inadequate, it may choose to raise the level of service through the investment of other funding sources in the public safety facilities. The Impact Fee Act does preclude a municipality from raising the level of service via the application of impact fee funds; thus the other funding would need to come from general funds, bonding, grants, or other resources not related to impact fees.

D. TIMING OF EXPENDITURES

Current provisions of the Impact Fee Act require that a municipality shall expend or encumber impact fees for a permissible use within six years of receipt. The provisions also allow a municipality to hold the fees longer than six years if it identifies in writing, an extraordinary and compelling reason why the fees should be held longer than six years, and an absolute date by which the fees will be expended. It is imperative that the City be familiar with the requirements of the Impact Fee Act and comply accordingly.

E. IMPACT FEE CASH FLOW

A demonstration of how public safety impact fees are expected to be received and expended by the City over the planning period and through the end of debt service obligations is provided in Appendix E as a cash flow analysis. The analysis assumes that the City will enact the impact fees proposed herein, then bond for and

A RESOLUTION SUPPORTING AMERICA250 UTAH AND RECOGNIZING AND APPROVING OF THE IRON COUNTY UTAH250 COMMUNITY COMMITTEE

Whereas, Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America250 Utah);

Whereas, the mission of America250 Utah is to commemorate and celebrate, reflect on our nation’s past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state;

Whereas, America250 Utah is seeking partnerships with counties and municipalities to further its mission;

Whereas, this partnership will be formed by creating a local committee called the Iron County Utah250 Community Committee.

Whereas, the Iron County Utah250 Community Committee will focus on important events, people, and places within Iron County to commemorate and celebrate Iron County’s role in America’s 250th anniversary; and

Whereas, local projects will enhance tourism, community building, and economic development opportunities.

Now, therefore be it RESOLVED, that the Mayor and the Enoch City Council

1. Hereby recognizes the Iron County Utah250 Community Committee as its official committee.
2. Will partner with America250 Utah.
3. Will use the America250 logo as intended.
4. Will support signature programs of the America250 Utah Commission; and
5. Will support the Iron County Utah250 Community Committee in its local efforts to educate, engage, and unify Utahns and our visitors in Iron County.

This Resolution was made, voted upon, and passed by the Enoch City Council at a regular City Council meeting held on the 6th day of August 2025

ENOCH CITY CORPORATION

Geoffrey L. Chesnut, Mayor

VOTING:

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

ATTEST:

Lindsay Hildebrand, City Recorder

SEAL: