

TOWN OF BOULDER, UTAH PUBLIC NOTICE

Governing Body: TOWN COUNCIL
Notice Type: Special Meeting
Date and Time: Tuesday, September 15, 2026, at 6:00 p.m.
Location: Boulder Community Center, 351 North 100 East, Boulder, Utah

In accordance with the Utah Open and Public Meetings Act, [Utah Code § 52-4-202](#), this Agenda and Notice is hereby provided.

Meeting materials are available for public review on the Utah Public Notice website, provided in PDF format, and may also be accessed via the following link:

 [BT-2026_MATERIALS_20260915_AgendaMeetingSpecial_TC_DRAFT_V1.0.pdf](#)

AGENDA

I. OPENING PROCEDURES

- 1.1. Call to Order
- 1.2. Roll Call and Determination of Quorum
- 1.3. Adoption of Agenda (Action Item - Motion Required)
- 1.4. Declaration of Conflicts of Interest (Information)

II. DISCUSSION AND POSSIBLE ACTION ITEMS (Motion Required)

- 2.1. Discussion and Possible Action on Agreement with Boulder Farmstead Water Company regarding Received Termination Letter — Contract No. 2026-03 Fire Protection and Water Access Agreement Version 2 approved by Town Council on September 1, 2026 — Letter notifying Boulder Town of the Termination of the Fire Protection Agreement from Boulder Farmstead Water Company dated September 4, 2026 — Letter from Boulder Town Regarding Fire Protection Agreement dated September 15, 2026

III. CLOSED SESSION (Action - Motion Required to Enter/Exit)

IV. RETURN TO SPECIAL MEETING (Discussion and Possible Action)

V. PUBLIC COMMENT (Public Input) (≤ 20 minutes)

Speakers must state their name for the record and are limited to 3 minutes.

VI. ADJOURNMENT

NOTICE

SPECIAL ACCOMMODATIONS (ADA)

In compliance with the Americans with Disabilities Act (ADA), individuals needing reasonable accommodations should notify the Boulder Town Office at 435-335-7300 or townclerk@boulder.utah.gov at least one week before the meeting.

ELECTRONIC OR TELEPHONE PARTICIPATION

Zoom Link: <https://us06web.zoom.us/j/4353357300>

Meeting ID: 4353357300 Password: 84716 Phone: +1 346 248 7799

Policy: Ensure your Zoom name includes the first and last names of attendees

CERTIFICATE OF POSTING

This Agenda and Notice was publicly posted on the following locations:

- The Utah Public Notice website (<http://pmn.utah.gov>)
- Boulder Town's website (<http://www.boulder.utah.gov>)
- Boulder Town's Bulletin Board

Date Published: **September 14, 2026**

Updated: **September 15, 2026**; *revised to include meeting materials*

/s/ Elizabeth Julian, Town Clerk

CONTRACT NO. 2026-03

TOWN OF BOULDER, STATE OF UTAH

FIRE PROTECTION AND WATER ACCESS AGREEMENT

Between

BOULDER FARMSTEAD WATER COMPANY

And

BOULDER TOWN

This Fire Protection and Water Access Agreement ("Agreement") is entered into this 1st day of September, 2026, between the Boulder Farmstead Water Company, a Utah non-profit corporation, of Boulder, Garfield County, State of Utah ("**Water Company**"), and Boulder Town, a municipal corporation, of Garfield County, State of Utah ("**Town**"). This Agreement supersedes all prior Agreements between the Water Company and Town.

RECITALS

- A. The Water Company is a non-profit company organized for the purpose of collecting and distributing culinary water to its patrons who are primarily residents of Boulder, Garfield County, State of Utah.
- B. The Town is a Municipal corporation organized for the purpose of providing various services to the persons and property within its boundaries, including fire protection.
- C. Town is authorized to enter into such agreements pursuant to Chapter 13, Title 11 of the Utah Code Annotated 1953, as amended, governmental entities can enter into agreements, Utah Code Section 10-1-202; and
- D. The culinary water supply within the area, including the water lines and hydrants, is owned by the Water Company.

- E. Parties desire to make reasonable efforts to provide fire protection for residents and their property for the area in which both parties operate.
- F. The Water Company shall provide maintenance and repair for the fire hydrants within the water system as part of its maintenance of its water distribution facilities. The Water Company's knowledge and expertise in performance of such responsibilities will prove mutually beneficial. Additionally, the Water Company shall benefit from direct control of hydrant flow testing, main flushing, and valve maintenance.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Duration of Agreement

This Agreement shall become effective upon execution by the parties. Subject to early termination as provided below, this Agreement shall be for a term of two (2) years from the date of this Agreement and thereafter shall automatically renew for additional 2-year periods upon agreement.

2. Termination of Agreement

This Agreement shall remain in effect for an initial term of two (2) years. Thereafter, it shall automatically renew for successive two-year terms unless either party provides written notice of nonrenewal at least ninety (90) days before the expiration of the then-current term.

However, either Party shall maintain the absolute right to terminate this Agreement for acts constituting material breach of this Agreement within thirty (30) days after receipt of notice from the non-breaching party.

Parties expressly agree that the Town's failure to make any payment due to the Water Company under this Agreement shall constitute a material breach.

3. Use of Fire Hydrants

- 3.1.** The Water Company agrees to make available its water resources, pipelines, and hydrants to the Town for use in fire suppression training and in responding to fire emergencies at no additional charge by the Water Company to the Town.
- 3.2.** Except in times of emergency, the Town agrees to provide notice to the Water Company operator(s) of any planned activity that involves the use of hydrants at least seventy-two (72) hours in advance to such activity and agrees to reschedule such activity upon the Water Company's reasonable request.
- 3.3.** Except in times of emergency, the Town agrees that the Water Company will be given the opportunity to manage the use of hydrants for nonemergency activities such as training exercises to prevent harm to the water system.
- 3.4.** The Town agrees to notify the Water Company operator(s) of any emergency requiring the use of hydrants as soon as practicable during the emergency or immediately thereafter.
- 3.5.** When using hydrants for any purpose, the Town agrees to connect to the hydrant using a double-check backflow device and a gate valve.

4. Maintenance of Fire Hydrants

- 4.1.** The Water Company agrees to assume, maintain, repair, and test all fire hydrants in the water system according to USFC 507-5-2 Inspection and Maintenance.
- 4.2.** The Town agrees to pay the cost for repair or replacement of any hydrant, equipment, or pipeline damaged through the use of the water system by the Town.
- 4.3.** The Water Company is not financially responsible for the installation of additional fire hydrants, enlarging lines, or making other alterations. All such modification or alteration will be constructed under the direction and control of the Water Company. The location of fire hydrants shall be consistent with the requirements of the Town's

adopted fire code and as determined by the local fire code official and shall not be unreasonably denied.

- 4.4. The Water Company shall provide snow removal around each hydrant in a timely manner.
- 4.5. The Water Company shall immediately notify the Town Fire Chief if a hydrant becomes non-serviceable for any reason and shall make reasonable efforts to return the hydrant to service as quickly as possible.

5. Fees

- 5.1. The Town shall pay the Water Company an annual fee for Fire Protection and Water Access. Such fee shall be fixed for the duration of each two-year agreement period. The fee charged to the Town by the Water Company will begin upon execution of this agreement at \$500 per year.
- 5.2. The Water Company agrees to provide the Town an invoice at the beginning of each year of this Agreement. Payments are due within thirty (30) calendar days of receipt of such invoice. Payments made after the due date are subject to a penalty of five percent (5%) of the amount due, plus interest at the rate of one percent (1%) per month from the time due until paid.
- 5.3. Prior to the end of a two-year term, the Water Company may, with six (6) months written notice, increase the fee to be charged to the Town for the next two-year term. However, the Water Company shall not be allowed to increase the fee by more than fifteen percent (15%) over the then-existing fee.

6. Indemnification

The Town agrees to indemnify or hold harmless the Water Company from any and all damages, claims, or liability resulting from the Town's use of the fire hydrants and other water facilities.

Additionally, the Water Company agrees to indemnify or hold harmless the Town resulting from its providing this service. Should a fire hydrant fail, parties agree the Town is not liable for resulting damage.

7. Insurance Requirements

Water Company agrees to obtain and maintain liability coverage in minimum liability limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for its conduct creating liability exposures regarding this agreement. The insurance policy or policies shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

Water Company will furnish to Town certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration and shall provide at least sixty (60) days' prior written notice to the Town of cancellation or material alteration of insurance.

8. Notices

Unless otherwise specified in this Agreement, any notice or other communication required in writing shall be sent to the address given below for the party to be notified, or to such other address as may be provided:

If to Town:

PO Box 1329
Boulder, UT 84716

If to Water Company:

PO Box 1356
Boulder, UT 84716

Copies to:

J. Craig Smith
Smith Hartvigsen
257 East 200 South, Suite 500

Salt Lake City, UT 84111

Jayne Blakesley
Hayes, Godfrey Bell Law Firm
2118 E. 3900 S., Suite 300
Salt Lake City, UT 84124

9. Miscellaneous Provisions

- 9.1. Authorization to Contract. Each party represents and warrants that it has authorization to enter into this Agreement and therefore bind its agency in performance of its respective obligations.
- 9.2. Further Assurances. The parties shall execute and deliver such documents, agreements, instruments, and notices and shall take other such actions as may be necessary or appropriate to effectuate the intent and purpose of this Agreement.
- 9.3. Assignment: Binding Effect. This Agreement shall not be assigned without the written prior approval of the governing boards of the Parties.
- 9.4. Waiver. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.
- 9.5. Entire Agreement: Modification. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. This Agreement may not be amended without written consent of both parties.
- 9.6. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

- 9.7. Headings. The headings which appear at the commencement of each section are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the section itself, the section itself and not the heading shall control as to construction.
- 9.8. Time of the Essence. Time is of the essence in this Agreement.
- 9.9. No Third-Party Rights. Except for the parties indemnified pursuant to this Agreement, the parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only parties who may enforce this Agreement and any of the rights under this Agreement are the parties here to.
- 9.10. Legal Relations. No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.
- 9.11. Severability. If any section, paragraph, sentence or clause of this Agreement or any work order executed pursuant hereto is declared by a court of competent jurisdiction to be unenforceable or void by reason of public policy or otherwise, then the remaining provisions of such agreement shall nonetheless remain in force to the fullest extent permitted by law.
- 9.12. Litigation and Attorney Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs, including reasonable attorney fees and court costs, from the non-prevailing party.

IN WITNESS WHEREFORE, the parties have caused this Agreement to be executed as of the day and year written above.

PASSED AND APPROVED this 1st day of September, 2026.

BOULDER TOWN:

By: Cheryl Cox, Mayor



Vote:

Lacy Allen	Yea <u>X</u>	Nay ____	Abstain ____	Absent ____
Josh Ellis	Yea <u>X</u>	Nay ____	Abstain ____	Absent ____
John Veranth	Yea <u>X</u>	Nay ____	Abstain ____	Absent ____
Tina Karlsson	Yea <u>X</u>	Nay ____	Abstain ____	Absent ____
Cheryl Cox	Yea <u>X</u>	Nay ____	Abstain ____	Absent ____

Attested: Elizabeth Julian, Town Clerk



BOULDER FARMSTEAD WATER COMPANY:

By: Camille Hall, President

Date: _____

DEPOSITED in the office of the Town Clerk this ____ day of _____, 2026.

RECORDED this ____ day of _____, 2026.



JEFFRY R. GITTINS
jgittins@water.law

September 4, 2026

Boulder Town
PO Box 1329
Boulder, UT 84716

Re: Termination of Fire Protection Agreement

Dear Boulder Town,

Our firm represents Boulder Farmstead Water Company (“BFWC”). BFWC and Boulder Town (“Town”) previously entered into a Fire Protection Agreement dated September 17, 1984 (“1984 Agreement”). Section 5 of the 1984 Agreement provides that “This agreement shall be for a term of ten (10) years from the date of this agreement and thereafter, for a year-to-year term unless terminated at the end of any such period by either of the parties thereto.”

This letter is to provide written notice that the 1984 Agreement will terminate at the end of the current term, which is September 17, 2026. Following this termination date, the Town will have no right to utilize BFWC’s water resources, pipelines, and hydrants. BFWC authorizes the Town to utilize BFWC’s water resources, pipelines, and hydrants for emergency fire protection purposes, but BFWC will charge the Town a \$2,500 fee for each occurrence.

As the Town is well aware, BFWC has been trying for several years to negotiate a new fire protection agreement with the Town. BFWC remains ready and willing to engage in further discussions regarding a new agreement.

Respectfully,

Jeffrey R. Gittins
SMITH HARTVIGSEN, PLLC

cc: Boulder Farmstead Water Company

257 EAST 200 SOUTH, SUITE 500 SALT LAKE CITY, UTAH 84111
TELEPHONE 801-413-1600 TOLL FREE 877-825-2064
WWW.SMITHHARTVIGSEN.COM

LAND WATER LIFE



HAYES
GODFREY
BELL
LAWYERS

Hayes Godfrey Bell, P.C.
(Mazuran and Hayes 1992-2014)

2118 East 3900 South, Ste. 300
Holladay UT 84124
■ (801) 272-8998

September 15, 2026

SENT VIA EMAIL

Jeffry R. Gittins
Smith Hartvigsen, PLLC
257 East 200 South
Suite 500
Salt Lake City, Utah 84111
jgittins@shutah.law

Re: Boulder Farmstead Water Company – Fire Protection Agreement

Dear Mr. Gittins:

I write in response to your September 4, 2026 letter on behalf of Boulder Farmstead Water Company (“BFWC”) concerning termination of the 1984 Fire Protection Agreement.

On September 1, 2026, three days before receiving your letter, the Boulder Town Council had approved an updated Fire Protection and Water Access Agreement for submission to BFWC. Although the Town Council approved the Agreement during a public meeting, it had not transmitted the Agreement to BFWC before the Town received your September 4 letter. In light of that intervening correspondence, the Town wanted first to understand BFWC’s position and determine how best to proceed.

I have attached the Town-approved agreement. We are transmitting it now to initiate a conversation about a new agreement between the Town and BFWC. The Town understands that BFWC may have concerns with the proposed terms, including the compensation provision, and the Town remains willing to discuss those issues in an effort to reach a mutually acceptable arrangement.

The Town Council will meet tomorrow evening to discuss BFWC’s termination notice and the Town’s next steps. Before that meeting, however, we would appreciate clarification concerning one immediate public-safety issue.

Your letter states that, following September 17, the Town will have no right to use BFWC's water resources, pipelines, or hydrants for emergency fire-protection purposes. Whatever the parties' respective positions concerning the termination of the 1984 Agreement and the terms of a replacement agreement, the Town's paramount concern is ensuring uninterrupted fire protection for the community.

Accordingly, please confirm that BFWC does not intend to shut off, lock, disable, or otherwise restrict physical access to the existing fire hydrants while the parties work through these issues. The Town is not asking BFWC, by providing that confirmation, to waive its position concerning termination of the 1984 Agreement, compensation, or the terms of a future agreement. The immediate purpose of this request is simply to ensure that this contractual dispute does not create a risk to public safety.

Nothing in this letter, including the Town's transmission of the attached proposed agreement or its willingness to discuss a replacement agreement, constitutes a waiver, admission, or concession concerning the validity or legal effect of BFWC's termination notice; BFWC's asserted right to restrict the Town's use of the water system or fire hydrants; BFWC's proposed charge for emergency use; or any other right, claim, defense, or remedy available to the Town. The Town expressly reserves all such rights, claims, defenses, and remedies.

The Town hopes the parties can address these issues cooperatively and promptly. I would be glad to discuss the attached agreement or BFWC's proposed revisions with you after tomorrow evening's Council meeting. In the meantime, I would appreciate confirmation regarding continued emergency access to the hydrants.

Sincerely,

A handwritten signature in black ink, appearing to read "Jayme Blakesley", with a stylized flourish at the end.

Jayme Blakesley

Attorney for Boulder Town

Attachment: Town-Approved Fire Protection and Water Access Agreement

CONTRACT NO. 2026-03

TOWN OF BOULDER, STATE OF UTAH

FIRE PROTECTION AND WATER ACCESS AGREEMENT

Between

BOULDER FARMSTEAD WATER COMPANY

And

BOULDER TOWN

This Fire Protection and Water Access Agreement ("Agreement") is entered into this 15th day of September, 2026, between the Boulder Farmstead Water Company, a Utah non-profit corporation, of Boulder, Garfield County, State of Utah ("**Water Company**"), and Boulder Town, a municipal corporation, of Garfield County, State of Utah ("**Town**"). This Agreement supersedes all prior Agreements between the Water Company and Town.

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RECITALS

- A. The Water Company is a non-profit company organized for the purpose of collecting and distributing culinary water to its patrons who are primarily residents of Boulder, Garfield County, State of Utah.
- B. The Town is a Municipal corporation organized for the purpose of providing various services to the persons and property within its boundaries, including fire protection.
- C. The Town is authorized to enter into such agreements pursuant to Utah Code Section 10-1-202; and
- D. The culinary water supply within the area, including the water lines and hydrants, is owned by the Water Company.
- E. Parties desire to make reasonable efforts to provide fire protection for residents and their property for the area in which both parties operate.

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F. The Water Company shall provide maintenance and repair for the fire hydrants within the water system as part of its maintenance of its water distribution facilities. The Water Company's knowledge and expertise in performance of such responsibilities will prove mutually beneficial. Additionally, the Water Company shall benefit from direct control of hydrant flow testing, main flushing, and valve maintenance.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Duration of Agreement

This Agreement shall become effective upon execution by the parties. Subject to early termination as provided below, this Agreement shall be for a term of two (2) years from the date of this Agreement and thereafter shall automatically renew for additional 2-year periods upon agreement.

2. Termination of Agreement

This Agreement shall remain in effect for an initial term of two (2) years. Thereafter, it shall automatically renew for successive two-year terms unless either party provides written notice of nonrenewal at least ninety (90) days before the expiration of the then-current term.

However, either Party shall maintain the absolute right to terminate this Agreement for acts constituting material breach of this Agreement within thirty (30) days after receipt of notice from the non-breaching party.

Parties expressly agree that the Town's failure to make any payment due to the Water Company under this Agreement shall constitute a material breach.

3. Use of Fire Hydrants

3.1. The Water Company agrees to make available its water resources, pipelines, and hydrants to the Town for use in fire suppression

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training and in responding to fire emergencies pursuant to the terms and conditions of this Agreement.

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- 3.2. Except in times of emergency, the Town agrees to provide notice to the Water Company operator(s) of any planned activity that involves the use of hydrants at least seventy-two (72) hours in advance to such activity and agrees to reschedule such activity upon the Water Company's reasonable request.
- 3.3. Except in times of emergency, the Town agrees that the Water Company will be given the opportunity to manage the use of hydrants for nonemergency activities such as training exercises to prevent harm to the water system.
- 3.4. The Town agrees to notify the Water Company operator(s) of any emergency requiring the use of hydrants as soon as practicable during the emergency or immediately thereafter.
- 3.5. When using hydrants for any purpose, the Town agrees to connect to the hydrant using a double-check backflow device and a gate valve.

4. Maintenance of Fire Hydrants

- 4.1. The Water Company agrees to assume, maintain, repair, and test all fire hydrants in the water system according to USFC 507-5-2 Inspection and Maintenance.
- 4.2. The Town agrees to pay the cost for repair or replacement of any hydrant, equipment, or pipeline damaged through the use of the water system by the Town.
- 4.3. The Water Company is not financially responsible for the installation of additional fire hydrants, enlarging lines, or making other alterations. All such modification or alteration will be constructed under the direction and control of the Water Company. The location of fire hydrants shall be consistent with the requirements of the Town's adopted fire code and as determined by the local fire code official and shall not be unreasonably denied.

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4.4. The Water Company shall provide snow removal around each hydrant in a timely manner. The Town shall clear the area around each hydrant of any limbs, trees, shrubs, weeds, etc. in a timely manner.

4.5. The Water Company shall immediately notify the Town Fire Chief if a hydrant becomes non-serviceable for any reason and shall make reasonable efforts to return the hydrant to service as quickly as possible.

5. Fees

5.1. The Town shall pay the Water Company an annual fee for Fire Protection and Water Access. Such fee shall be fixed for the duration of each two-year agreement period. The fee charged to the Town by the Water Company will begin upon execution of this agreement at three-thousand dollars (\$3,000) per year.

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5.2. The Water Company agrees to provide the Town an invoice at the beginning of each year of this Agreement. Payments are due within thirty (30) calendar days of receipt of such invoice. Payments made after the due date are subject to a penalty of five percent (5%) of the amount due, plus interest at the rate of one percent (1%) per month from the time due until paid.

5.3. Prior to the end of a two-year term, the Water Company may, with six (6) months written notice, increase the fee to be charged to the Town for the next two-year term. However, the Water Company shall not be allowed to increase the fee by more than fifteen percent (15%) over the then-existing fee.

6. Indemnification

The Town agrees to indemnify or hold harmless the Water Company from any and all damages, claims, or liability resulting from the Town's use of the fire hydrants and other water facilities.

Additionally, the Water Company agrees to indemnify or hold harmless the Town from any and all damages, claims, or liability resulting only from the failure

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of a fire hydrant caused by the Water Company's failure to properly maintain the fire hydrant as required by Section 4.1,

Deleted: resulting from its providing this service. Should a fire hydrant fail, parties agree the Town is not liable for resulting damage

7. Insurance Requirements

Water Company agrees to obtain and maintain liability coverage in minimum liability limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for its conduct creating liability exposures regarding this agreement. The insurance policy or policies shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

Water Company will furnish to Town certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration and shall provide at least sixty (60) days' prior written notice to the Town of cancellation or material alteration of insurance.

8. Notices

Unless otherwise specified in this Agreement, any notice or other communication required in writing shall be sent to the address given below for the party to be notified, or to such other address as may be provided:

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Boulder, UT 84716

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PO Box 1356
Boulder, UT 84716

Copies to:

J. Craig Smith
Smith Hartvigsen
257 East 200 South, Suite 500
Salt Lake City, UT 84111

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Jayme Blakesley
Hayes, Godfrey Bell Law Firm
2118 E. 3900 S., Suite 300
Salt Lake City, UT 84124

9. Miscellaneous Provisions

- 9.1. Authorization to Contract. Each party represents and warrants that it has authorization to enter into this Agreement and therefore bind its agency in performance of its respective obligations.
- 9.2. Further Assurances. The parties shall execute and deliver such documents, agreements, instruments, and notices and shall take other such actions as may be necessary or appropriate to effectuate the intent and purpose of this Agreement.
- 9.3. Assignment: Binding Effect. This Agreement shall not be assigned without the written prior approval of the governing boards of the Parties.
- 9.4. Waiver. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.
- 9.5. Entire Agreement: Modification. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. This Agreement may not be amended without written consent of both parties.
- 9.6. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

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- 9.7. Headings. The headings which appear at the commencement of each section are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the section itself, the section itself and not the heading shall control as to construction.
- 9.8. Time of the Essence. Time is of the essence in this Agreement.
- 9.9. No Third-Party Rights. Except for the parties indemnified pursuant to this Agreement, the parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only parties who may enforce this Agreement and any of the rights under this Agreement are the parties here to.
- 9.10. Legal Relations. No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.
- 9.11. Severability. If any section, paragraph, sentence or clause of this Agreement or any work order executed pursuant hereto is declared by a court of competent jurisdiction to be unenforceable or void by reason of public policy or otherwise, then the remaining provisions of such agreement shall nonetheless remain in force to the fullest extent permitted by law.
- 9.12. Litigation and Attorney Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs, including reasonable attorney fees and court costs, from the non-prevailing party.

IN WITNESS WHEREFORE, the parties have caused this Agreement to be executed as of the day and year written above.

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PASSED AND APPROVED this 15th day of September, 2026.

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BOULDER TOWN:

By: Cheryl Cox, Mayor

Vote:

Lacy Allen	Yea <u> </u>	Nay <u> </u>	Abstain <u> </u>	Absent <u>X</u>
Josh Ellis	Yea <u> </u>	Nay <u> </u>	Abstain <u> </u>	Absent <u>X</u>
John Veranth	Yea <u>X</u>	Nay <u> </u>	Abstain <u> </u>	Absent <u> </u>
Tina Karlsson	Yea <u>X</u>	Nay <u> </u>	Abstain <u> </u>	Absent <u> </u>
Cheryl Cox	Yea <u>X</u>	Nay <u> </u>	Abstain <u> </u>	Absent <u> </u>

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Attested: Elizabeth Julian, Town Clerk

BOULDER FARMSTEAD WATER COMPANY:

By: Camille Hall, President

Date: _____

DEPOSITED in the office of the Town Clerk this _____ day of _____, 2026.

RECORDED this _____ day of _____, 2026.

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Accept Redline Revisions & Adopt Contract:

"Move to accept the redline revisions proposed by Boulder Farmstead Water Company to Contract No. 2026-03 Fire Protection and Water Access Agreement (including the \$3,000 annual fee, vegetation clearing duties, and revised indemnification terms) and authorize Mayor Cheryl Cox to execute the updated agreement."

Authorize Attorney Counter-Negotiation:

"Move to direct Town Attorney Jayme Blakesley to negotiate revisions to Contract No. 2026-03 with BFWC legal counsel based on Council direction tonight, ensuring continuous emergency hydrant access and equitable fee structures."

BOULDER TOWN

P. O. Box 1329
BOULDER, UTAH 84716

PHONE (435) 335-7300 • FAX (435) 335-7300

September 16, 2026

Camille Hall, President
Boulder Farmstead Water Company
PO Box 1356
Boulder, UT 84716

SENT VIA E-MAIL

SUBJECT: Contract No. 2026-03 – Fire Protection and Water Access Agreement

Dear Camille:

On behalf of the Boulder Town Council, I am pleased to transmit Contract No. 2026-03, the Fire Protection and Water Access Agreement, as approved by the Town Council on September 15, 2026.

The Town appreciates the Water Company's willingness to work with the Town to reach an agreement. Following Jeffry Gittins's September 4 letter to the Town concerning the existing fire protection agreement, Town Attorney Jayme Blakesley responded to Mr. Gittins on September 15 and provided the Town's proposed agreement. Mr. Gittins then kindly called Jayme to discuss the parties' respective concerns and potential terms for a new agreement. That conversation was productive, and Mr. Gittins subsequently forwarded terms that he indicated were acceptable to the Water Company.

The Town Council considered those terms at its September 15 meeting and approved the Agreement with the agreed-upon revisions incorporated. Among other things, the Agreement provides for an annual payment of \$3,000 to the Water Company for fire protection and water access. The Agreement also addresses hydrant use and maintenance, notice for nonemergency use, and the parties' respective responsibilities and protections.

We appreciate Mr. Gittins' willingness to speak with Mr. Blakesley directly and the cooperative manner in which the Water Company and Town were able to

resolve the remaining issues. The Town believes the resulting Agreement provides a sound framework for the parties to continue working together to provide reliable fire protection for the Boulder community.

Please have the Water Company execute the Agreement and return a signed copy to the Town Clerk. The Agreement provides that the annual fee begins upon execution and that the Water Company will invoice the Town at the beginning of each year of the Agreement. To keep the billing cycle straightforward, the Town requests that the Water Company issue its annual invoice on or about the anniversary of the Agreement's effective date each year.

Thank you again for the Water Company's cooperation and for its continued partnership with the Town. We appreciate everyone's efforts to bring this matter to a mutually acceptable resolution and look forward to continuing to work together.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cheryl Cox', is written over a faint, larger signature.

Cheryl Cox
Mayor, Town of Boulder

Enclosure: Contract No. 2026-03 (Fire Protection and Water Access Agreement)

cc:

J. Craig Smith, Smith Hartvigsen
Jeffrey R. Gittins, Smith Hartvigsen
Jayme Blakesley, Hayes Godfrey Bell, P.C.
Elizabeth Julian, Town Clerk

CONTRACT NO. 2026-03

TOWN OF BOULDER, STATE OF UTAH

FIRE PROTECTION AND WATER ACCESS AGREEMENT

Between

BOULDER FARMSTEAD WATER COMPANY

And

BOULDER TOWN

This Fire Protection and Water Access Agreement ("Agreement") is entered into this 15th day of September, 2026, between the Boulder Farmstead Water Company, a Utah non-profit corporation, of Boulder, Garfield County, State of Utah ("**Water Company**"), and Boulder Town, a municipal corporation, of Garfield County, State of Utah ("**Town**"). This Agreement supersedes all prior Agreements between the Water Company and Town.

RECITALS

- A. The Water Company is a non-profit company organized for the purpose of collecting and distributing culinary water to its patrons who are primarily residents of Boulder, Garfield County, State of Utah.
- B. The Town is a Municipal corporation organized for the purpose of providing various services to the persons and property within its boundaries, including fire protection.
- C. The Town is authorized to enter into such agreements pursuant to Utah Code Section 10-1-202; and
- D. The culinary water supply within the area, including the water lines and hydrants, is owned by the Water Company.
- E. Parties desire to make reasonable efforts to provide fire protection for residents and their property for the area in which both parties operate.

- F. The Water Company shall provide maintenance and repair for the fire hydrants within the water system as part of its maintenance of its water distribution facilities. The Water Company's knowledge and expertise in performance of such responsibilities will prove mutually beneficial. Additionally, the Water Company shall benefit from direct control of hydrant flow testing, main flushing, and valve maintenance.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Duration of Agreement

This Agreement shall become effective upon execution by the parties. Subject to early termination as provided below, this Agreement shall be for a term of two (2) years from the date of this Agreement and thereafter shall automatically renew for additional 2-year periods upon agreement.

2. Termination of Agreement

This Agreement shall remain in effect for an initial term of two (2) years. Thereafter, it shall automatically renew for successive two-year terms unless either party provides written notice of nonrenewal at least ninety (90) days before the expiration of the then-current term.

However, either Party shall maintain the absolute right to terminate this Agreement for acts constituting material breach of this Agreement within thirty (30) days after receipt of notice from the non-breaching party.

Parties expressly agree that the Town's failure to make any payment due to the Water Company under this Agreement shall constitute a material breach.

3. Use of Fire Hydrants

- 3.1. The Water Company agrees to make available its water resources, pipelines, and hydrants to the Town for use in fire suppression

training and in responding to fire emergencies pursuant to the terms and conditions of this Agreement.

- 3.2.** Except in times of emergency, the Town agrees to provide notice to the Water Company operator(s) of any planned activity that involves the use of hydrants at least seventy-two (72) hours in advance to such activity and agrees to reschedule such activity upon the Water Company's reasonable request.
- 3.3.** Except in times of emergency, the Town agrees that the Water Company will be given the opportunity to manage the use of hydrants for nonemergency activities such as training exercises to prevent harm to the water system.
- 3.4.** The Town agrees to notify the Water Company operator(s) of any emergency requiring the use of hydrants as soon as practicable during the emergency or immediately thereafter.
- 3.5.** When using hydrants for any purpose, the Town agrees to connect to the hydrant using a double-check backflow device and a gate valve.

4. Maintenance of Fire Hydrants

- 4.1.** The Water Company agrees to assume, maintain, repair, and test all fire hydrants in the water system according to USFC 507-5-2 Inspection and Maintenance.
- 4.2.** The Town agrees to pay the cost for repair or replacement of any hydrant, equipment, or pipeline damaged through the use of the water system by the Town.
- 4.3.** The Water Company is not financially responsible for the installation of additional fire hydrants, enlarging lines, or making other alterations. All such modification or alteration will be constructed under the direction and control of the Water Company. The location of fire hydrants shall be consistent with the requirements of the Town's adopted fire code and as determined by the local fire code official and shall not be unreasonably denied.

- 4.4. The Water Company shall provide snow removal around each hydrant in a timely manner. The Town shall clear the area around each hydrant of any limbs, trees, shrubs, weeds, etc. in a timely manner.
- 4.5. The Water Company shall immediately notify the Town Fire Chief if a hydrant becomes non-serviceable for any reason and shall make reasonable efforts to return the hydrant to service as quickly as possible.

5. Fees

- 5.1. The Town shall pay the Water Company an annual fee for Fire Protection and Water Access. Such fee shall be fixed for the duration of each two-year agreement period. The fee charged to the Town by the Water Company will begin upon execution of this agreement at three-thousand dollars (\$3,000) per year.
- 5.2. The Water Company agrees to provide the Town an invoice at the beginning of each year of this Agreement. Payments are due within thirty (30) calendar days of receipt of such invoice. Payments made after the due date are subject to a penalty of five percent (5%) of the amount due, plus interest at the rate of one percent (1%) per month from the time due until paid.
- 5.3. Prior to the end of a two-year term, the Water Company may, with six (6) months written notice, increase the fee to be charged to the Town for the next two-year term. However, the Water Company shall not be allowed to increase the fee by more than fifteen percent (15%) over the then-existing fee.

6. Indemnification

The Town agrees to indemnify or hold harmless the Water Company from any and all damages, claims, or liability resulting from the Town's use of the fire hydrants and other water facilities.

Additionally, the Water Company agrees to indemnify or hold harmless the Town from any and all damages, claims, or liability resulting only from the failure

of a fire hydrant caused by the Water Company's failure to properly maintain the fire hydrant as required by Section 4.1.

7. Insurance Requirements

Water Company agrees to obtain and maintain liability coverage in minimum liability limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for its conduct creating liability exposures regarding this agreement. The insurance policy or policies shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

Water Company will furnish to Town certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration and shall provide at least sixty (60) days' prior written notice to the Town of cancellation or material alteration of insurance.

8. Notices

Unless otherwise specified in this Agreement, any notice or other communication required in writing shall be sent to the address given below for the party to be notified, or to such other address as may be provided:

If to Town:

PO Box 1329
Boulder, UT 84716

If to Water Company:

PO Box 1356
Boulder, UT 84716

Copies to:

J. Craig Smith
Smith Hartvigsen
257 East 200 South, Suite 500
Salt Lake City, UT 84111

Jayme Blakesley
Hayes, Godfrey Bell Law Firm
2118 E. 3900 S., Suite 300
Salt Lake City, UT 84124

9. Miscellaneous Provisions

- 9.1. Authorization to Contract. Each party represents and warrants that it has authorization to enter into this Agreement and therefore bind its agency in performance of its respective obligations.
- 9.2. Further Assurances. The parties shall execute and deliver such documents, agreements, instruments, and notices and shall take other such actions as may be necessary or appropriate to effectuate the intent and purpose of this Agreement.
- 9.3. Assignment: Binding Effect. This Agreement shall not be assigned without the written prior approval of the governing boards of the Parties.
- 9.4. Waiver. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.
- 9.5. Entire Agreement: Modification. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. This Agreement may not be amended without written consent of both parties.
- 9.6. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

- 9.7. Headings. The headings which appear at the commencement of each section are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the section itself, the section itself and not the heading shall control as to construction.
- 9.8. Time of the Essence. Time is of the essence in this Agreement.
- 9.9. No Third-Party Rights. Except for the parties indemnified pursuant to this Agreement, the parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only parties who may enforce this Agreement and any of the rights under this Agreement are the parties here to.
- 9.10. Legal Relations. No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.
- 9.11. Severability. If any section, paragraph, sentence or clause of this Agreement or any work order executed pursuant hereto is declared by a court of competent jurisdiction to be unenforceable or void by reason of public policy or otherwise, then the remaining provisions of such agreement shall nonetheless remain in force to the fullest extent permitted by law.
- 9.12. Litigation and Attorney Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs, including reasonable attorney fees and court costs, from the non-prevailing party.

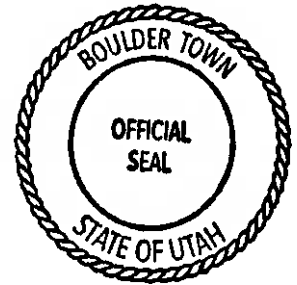
IN WITNESS WHEREFORE, the parties have caused this Agreement to be executed as of the day and year written above.

PASSED AND APPROVED this 15th day of September, 2026.

BOULDER TOWN:

By: Cheryl Cox, Mayor





Vote:

Lacy Allen	Yea ☐	Nay ☐	Abstain ☐	Absent ☒
Josh Ellis	Yea ☐	Nay ☐	Abstain ☐	Absent ☒
John Veranth	Yea ☒	Nay ☐	Abstain ☐	Absent ☐
Tina Karlsson	Yea ☒	Nay ☐	Abstain ☐	Absent ☐
Cheryl Cox	Yea ☒	Nay ☐	Abstain ☐	Absent ☐

Attested: Elizabeth Julian, Town Clerk



BOULDER FARMSTEAD WATER COMPANY:

By: Camille Hall, President

Date: _____

DEPOSITED in the office of the Town Clerk this ____ day of _____, 2026.

RECORDED this ____ day of _____, 2026.