

ENOGH CITY COUNCIL NOTICE AND AMENDED AGENDA

October 7th, 2026 at 6:00 pm

City Council Chambers, City Offices, 900 E. Midvalley Road

Join Zoom Meeting <https://us02web.zoom.us/j/81679536485>

Meeting ID: 816 7953 6485

- 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 October 7th, 2026**
 - e. Approval of Minutes for September 16, 2026**
 - f. Conflict of Interest Declaration for this agenda-**
- 2. PUBLIC COMMENTS**
- 3. PRESENTATION BY SENATOR EVAN VICKERS-UTAH STATE SENATE**
- 4. PUBLIC HEARING: PIDDING ANNEXATION**
- 5. SET A PUBLIC HEARING FOR OCTOBER 21ST, TO AMEND ENOGH CITY ENGINEERING STANDARDS 3.2.4A STREET ACCESS.**
- 6. SET A PUBLIC HEARING FOR OCTOBER 21ST, 2026 TO AMEND ENOGH CITY FEE SCHEDULE CHAPTER 6 IMPACT FEES FOR TRANSPORTATION IMPACT FEES.**
- 7. PUBLIC HEARING: ORDINANCE NO.2026-10-7-A TO CONSIDER AMENDING THE ENOGH CITY FEE SCHEDULE – Adding 8” & 12” meter fee (RC)**
- 8. PUBLIC HEARING: TO CONSIDER ORDINANCE NO. 2026-10-7-B AMENDING ENOGH CITY ORDINANCES, SECTION 14.100.180 -CROSS CONNECTION (RC)**
- 9. ORDINANCE NO. 2026-10-7-C CONSIDER AMENDING ENOGH CITY CODE 14.100.113 APPLICATION FOR WATER CONNECTION, 12.2400.2413 WATER RIGHTS, TO ALLOW THE CITY TO ALLOW WATER RIGHTS FROM BASIN 71 (RC)**
- 10. ORDINANCE NO. 2026-10-7-D AMENDING ENOGH CITY CODE 12.1700.1702 PERMITTED USES IN THE MXR-18 ZONE (RC)**
- 11. MAYORAL PROCLAMATION OCTOBER 22nd “ENOGH LIGHTS ON AFTERSCHOOL” DAY- Iron Kids After School Proclamation.**

12. PROPOSED AMENDMENT TO THE ENOCH CITY PERSONNEL POLICIES AND PROCEDURES.

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 09/10/2026.

Lindsay Hildebrand, Recorder Date

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Pidding LLC Annexation Petition Acceptance or Denial

FOR CONSIDERATION ON: October 7, 2026

PETITIONER: Pidding LLC

ACTION REQUESTED BY PETITIONER: Hold a Public Hearing for the Annexation Petition of Pidding LLC.

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

On August 11, 2026, Pidding LLC filed an annexation petition with the Enoch City Recorder requesting annexation of approximately 677.34 acres of real property located at parcels D-0162-0163-0196, D-0164-0001-0005, D-0164-0001-0000, D-0164-0000-0000, and D-0197-0002-0000 into Enoch City (see attached map).

The City Council, during its August 19th meeting, accepted the petition for further study. The city has certified the petition and notified affected entities, which started a 30-day protest period. The protest period has passed, and no protest was filed.

A public hearing is required to be held as part of this process, which has been noticed as part of this agenda item. Normally, the council would then be able to vote to accept or deny the application to be annexed into the city. The applicant is still working on the annexation agreement and is not ready at this time. The agenda item has been noticed beforehand as a public hearing, but no action needs to be taken at this time.

The Council will not be making a final decision on annexation at this stage.

GENERAL PLAN REFERENCE:

- Enoch City Annexation Policy Plan (See Attached)

CITY CODE REFERENCE:

- Utah State Code 10-2-8

PUBLIC NOTICE:

A public hearing will be held as part of this agenda item review and has been noticed according to State and City Requirements.

STAFF RECOMMENDATION:

Hold a public hearing for this agenda item. Staff is working with the petitioners to finalize an annexation agreement and will likely be on the Council Agenda in November for a final decision from the Council.

**ENOCK CITY CORPORATION
RESOLUTION NO. 2002-12-04**

WHEREAS, part of its ongoing effort to plan and prepare for responsible growth, the Enoch City Planning Commission and Enoch City Council have identified territory adjacent to its present city boundaries that could at some time in the future be incorporated into Enoch City; and

WHEREAS, the proposed annexation policy plan contains general annexation criteria procedures for submission of an annexation request and requirements regarding extension of needed municipal services in developed and developing unincorporated areas; and

WHEREAS, it is not the intent that future annexations will cause any adverse consequences to the residents in the present city boundaries or in the area proposed for consideration for future annexations; and

WHEREAS, as areas become more densely populated and demand for services increases, adoption of the annexation policy plan, along with continual planning by Enoch City, will allow development to occur in an efficient and responsible manner;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah that in accordance with the provisions of 10-2-400 Utah Code Annotated, Enoch City hereby adopts the attached Enoch City Annexation Policy Plan. This Enoch City Annexation Policy Plan is intended to incorporate by reference all of the criteria required and suggested by Part 10-2-400 et. Seq., Utah Code Annotated.

This Resolution was made, voted upon, and passed by the Enoch City Council at a regular city council meeting held on the 4th day of December, 2002. It shall become effective immediately.

ENOCK CITY CORPORATION



Patrick J. Franks, Mayor

Rick K. Bonzo Yea___Nay ___

Hammond Brinton Yea___ Nay___

Neal R. Curtis Yea___Nay ___

Norman Grimshaw Yea___Nay ___

David A. Nelson Yea ___Nay ___

ATTEST: Hazel Hillstead, City Recorder



ENOCH CITY ANNEXATION POLICY

In accordance with the provision of 10-2-400, Utah Code Annotated, the City of Enoch hereby adopts the following criteria for consideration of possible future annexations. This annexation policy declaration is intended to incorporate by reference all of the criteria required and suggested by Section 10-2-400 et seq., Utah Code Annotated.

1. As part of its ongoing effort to plan and prepare for responsible growth, Enoch City has identified territory adjacent to its present city boundaries that could at some time in the future be a part of Enoch City. The areas proposed for future annexation are both bordered and non-bordered by other municipalities. Areas to be annexed must fall within the areas designated for future annexation in the Annexation Policy Plan of Enoch City and shown on the attached expansion area map. Even though property proposed for annexation is located within the annexation expansion area, there is no guarantee that the annexation request will be approved by Enoch City.
2. The character of the community is residential neighborhood, commercial, industrial, and agricultural. Areas to be annexed should be compatible with this character.
3. Areas to be annexed must be contiguous to the corporate limits of Enoch City at the time of submission of an annexation request.
4. When feasible, the city favors annexation along boundaries of water, sewer improvements, or special service districts.
5. The city also favors (a) eliminating and/or not creating islands and peninsulas of unincorporated territory; (b) consolidating overlapping functions of government; (c) promoting efficient delivery of services; (d) encourage the equitable distribution of community resources and obligations; and (e) giving consideration to the tax consequences to property owners within the area to be annexed, as well as the property owners within the municipality in order to prevent double taxation and to ascertain that the annexation will not be a tax liability to the taxpayers within the municipality.
6. The City does not favor the annexation of areas for which it does not have the capability nor the intention to provide municipal services.
7. The annexation petition must comply with the requirements of Section 10-2-403, Utah Code Annotated.

A. The following steps reflect a general summary of the requirements and procedures for processing an annexation request in Enoch City.

- ____ 1. An unincorporated area may be annexed to a municipality if it is a contiguous area to the municipality; and the area is within the proposed annexing municipality's expansion area.
- ____ 2. The process to annex an unincorporated area to Enoch City is initiated by a petition. An annexation petition shall be filed with the city recorder.

- ____ 3. The petitioner shall meet with the City Manager to review city recommended exactions.
- ____ 4. An annexation petition shall contain the signatures of the owners of private real property that is located within the area proposed for annexation, that covers a majority of private land area within the area proposed for annexation, and is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation.
- ____ 5. An annexation petition shall be accompanied by an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation.
- ____ 6. An annexation petition shall designate up to five of the signers of the petition as sponsors, one of whom shall be designated as the contact sponsor, and indicate the mailing address and contact information of each sponsor.
- ____ 7. On the date of filing, the petition sponsors shall deliver or mail a copy of the petition to the clerk of the county in which the area proposed for annexation is located and the chair of the planning commission of each city in which any part of the area proposed for annexation is located.
- ____ 8. A petition may not propose the annexation of all or part of an area proposed for annexation to a municipality in a previously filed petition that has not been denied, rejected or granted.
- ____ 9. If practicable and feasible, the boundaries of an area proposed for annexation shall be drawn:
 - a. along the boundaries of existing special districts for sewer, water, and other services; along the boundaries of school districts whose boundaries follow city boundaries or school districts adjacent to school districts who boundaries follow city boundaries; and along the boundaries of other taxing entities;
 - b.** to facilitate the consolidation of overlapping functions of local government;
 - c.** to promote the efficient delivery of services; and
 - d.** to encourage the equitable distribution of community resources and obligations.
- ____ 10. The City Recorder, upon receipt of a properly prepared annexation petition accompanied by the proper plat, shall impose such fees to recover the costs of processing said petition, as have been established by the City Council. The City Recorder, at that time, shall place the petition on the agenda for consideration at a regular City Council meeting within fourteen days of its receipt.

- ___11. The City Council shall review the annexation petition and either accept the petition for further consideration or deny the petition.
- ___12. If the City Council denies a petition, it shall, within five days of the denial, mail written notice of the denial to the petition sponsor, the clerk of the county in which the area proposed for annexation is located, and the chair of the planning commission.
- ___13. If the City Council accepts a petition, the City Recorder shall within 30 days determine whether the petition meets the requirements of an annexation. If the petition meets the requirements, the City Recorder shall certify the petition and mail or deliver written notification of the certification to the City Council, the petition sponsor, the county legislative body, and the chair of the planning commission. If the petition fails to meet the requirements, the City Recorder shall reject the petition and mail or deliver written notification of the rejection and the reasons for the rejection to the City Council, the ~~contract~~ petition sponsor, the county legislative body, and the chair of the planning commission.
- ___14. If the City Recorder rejects a petition, the petition may be modified to correct the deficiencies for which it was rejected and then refiled with the City Recorder. If a petition is refiled, the refiled petition shall be treated as a newly filed petition.
- ___15. The City Council, within ten (10) days after receipt of the recorder's notice of certification, shall publish a notice of the proposed annexation at least once a week for three (3) consecutive weeks, in a newspaper of general circulation within the area proposed for annexation and the unincorporated area within ½ mile of the area proposed for annexation.
- ___16. The City Council, within twenty (20) days after the receipt of the recorder's notice of certification, shall mail written notice of the proposed annexation to each affected entity.
- ___17. The written notice to each affected entity shall:
- a. state that a petition has been filed with the municipality proposing the annexation of an area to the municipality;
 - b. state the date of the City Council's receipt of the notice of certification;
 - c. describe the area proposed for annexation in the annexation petition;
 - d. state that the complete annexation petition is available for inspection and copying at the office of the City Recorder;
 - e. state in conspicuous and plain terms that the municipality may grant the petition and annex the area described in the petition unless a written protest from the legislative body or governing board of an effected entity to the annexation petition, is filed with the boundary commission and a copy of the protest delivered to the City Recorder no later than 30 days after the City Council's receipt of the notice of certification (state the exact date).

- f. state the address of the boundary commission, or if a commission has not yet been created in the county, the county clerk where a protest to the annexation petition may be filed.
- ___18. The published notice of petition shall:
 - a. include all the items listed for the written notice above; and
 - b. include a statement that a protest to the annexation petition may be filed with the boundary commission by the legislative body or governing board of an effected entity.
- ___19. If a protest is filed, the City Council may, at its next regular meeting after expiration of the deadline, deny the annexation petition; or if the City Council does not deny the annexation petition, the City Council may take no further action on the annexation petition until after receipt of the boundary commission's notice of its decision on the protest.
- ___20. If the City Council denies an annexation petition, the City Council shall, within five days of the denial, send notice of the denial in writing to the petition_sponsor of the annexation petition; the boundary commission; each entity that filed a protest.
- ___21. If no timely protest is filed, the City Council before granting an annexation petition shall hold a public hearing; and at least seven days before the public hearing, publish notice of the hearing in a newspaper of general circulation within the municipality and the area proposed for annexation.
- ___22. The petitioner and the City Attorney will sign a legal, notarized copy of the Petition/Enoch City Annexation Agreement.
- ___23. The City Council may grant the petition and, by ordinance, annex the area that is the subject of the annexation petition.
- ___24. After receipt of the boundary commission's decision on a protest, the City Council may deny the annexation petition; or if the boundary commission approves the annexation, grant the annexation petition and, by ordinance and consistent with the commission's decision, annex the area that is the subject of the annexation petition.
- ___25. Within 30 days after enacting an ordinance annexing an unincorporated area, the City Recorder files the ordinance and plat with the Lieutenant Governor, who then files amended articles of incorporation with the State Tax Commission. After which the City Recorder files the ordinance and plat with the County Recorder.

B. Extension of Needed Municipal Services in Developed and Developing Unincorporated Areas and Payments of the Same

1. In areas where municipal services are not presently extended, services will be extended on an as-needed basis at the cost of the developer. All extensions of municipal services must comply with all city ordinances and the General Plan and will be paid for by the individual developer or property owner.
2. An annexation agreement will be prepared between the city and future developers outlining specific circumstances relating to water, sewer, streets, and other specific improvements prior to annexation approval.

C. Water Rights

1. Water rights, of the type and quantity acceptable to Enoch City underground, secondary or surface rights), are required to be conveyed to Enoch City as a condition of development, subdivision approval or issuance of a building permit on property annexed into the Enoch City limits. It is the intent that land annexed to Enoch City be accompanied by water rights sufficient to accommodate the needs of the existing and potential occupants of said land when development occurs. The water rights conveyance requirements of development shall be in addition to any requirement that may be imposed upon development of the land after annexation and in addition to appropriate Enoch City impact fees.
2. Water requirements, as referenced by the previous paragraph, will be established on a case-by-case basis utilizing, among other things, Division of Drinking Water standards. Specific requirements will be contained in the annexation agreement, but the general guideline of one (I) acre-foot of water per residential connection will be a minimum standard.
3. The annexation will allow developers of the annexed property access to culinary water, sewer, and other services, provided all developments meet City specifications and comply with all applicable development ordinances and all improvements as installed pursuant to Enoch City Emergency Standards.
4. The manner in which these amenities are developed will have a bearing on how they will be financed. Property taxes with increased valuation of property and sales tax will contribute to the general fund to help defray the added expenses the city may incur by annexing these properties. In summary, the newly annexed developing areas shall finance the extension of needed municipal services, such as new utilities, streets, curb and gutters, sidewalks, and other capital improvements as development occurs.
5. Upon annexation, the newly annexed areas shall receive the following services: (a) fire protection; (b) police protection; (c) planning and zoning; (d) snow removal and street maintenance on deeded dedicated streets; (e) curb side garbage collection; and (f) other services provided by the City.

D. Annexation effects

1. It is not anticipated that the annexation will cause any adverse consequences to the residents in the city or in the area annexed, except there may be a slight reduction in general services to the city residents in the present city limits as general services are expanded into the newly annexed territory.
2. It is anticipated that the residents in the territory to be annexed will experience an increase in their property tax because of the difference in the certified tax rates in Iron County and Enoch City. It is further anticipated that as newly annexed taxes are received by the City, the City will increase the total level of services within the total community. Additionally, persons in the newly annexed territory may experience reduction in their fire insurance rates and property insurance rates.
3. As areas become more densely populated, demand for services will increase. Once this policy plan is adopted and areas begin to develop, continual planning by Enoch City will allow development to occur in an economical manner, since homes, buildings, streets, and other amenities will be developed in accordance with Enoch City specifications. The plan and time frame for the extension of municipal services will be determined by the interest of the property owners to subdivide and develop their property.

Revised February 2019

**COMMISSIONERS**

Michael P. Bleak
Paul Cozzens
Ken Robinson

ASSESSOR / Karsten Reed**ATTORNEY /** Chad E. Dotson**AUDITOR /** Lucas Little**CLERK /** Jonathan T. Whittaker**RECORDER /** Carri R. Jeffries**SHERIFF /** Kenneth K. Carpenter**TREASURER /** Nicole B. Rosenberg

P.O. Box 429

68 South 100 East

Parowan, Utah 84761

P 435.477.8300**F** 435.477.8847**CERTIFICATE OF NOTICE**

July 29, 2026

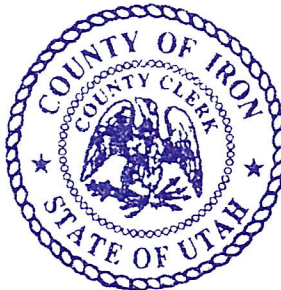
RE: Pidding LLC, property located approximately at parcel D-0162-0163-0196, D-0164-0001-0005, D-0164-0001-0000, D-0164-0000-0000, and D-0197-0002-0000 containing approximately 677.34 acres of land.

Dear Enoch City,

I, Shaneal Bess, Chief Deputy Clerk, for Jonathan T. Whittaker, Iron County Clerk, of Iron County, Utah, hereby certify that Iron County has received a Notice of Intent to File Annexation Petition. Name of Annexation: Pidding LLC. Proposed annexation property, approximate location D-0162-0163-0196, D-0164-0001-0005, D-0164-0001-0000, D-0164-0000-0000, and D-0197-0002-0000, Iron County unincorporated. Iron County has mailed out annexation notice and annexation plat to property owners that are located within 300 feet of the proposed property for annexation on July 29, 2026.

Sincerely,

Shaneal Bess
Chief Deputy Clerk



**COMMISSIONERS**

Michael P. Bleak
Paul Cozzens
Ken Robinson

ASSESSOR / Karsten Reed**ATTORNEY /** Chad E. Dotson**AUDITOR /** Lucas Little**CLERK /** Jonathan T. Whittaker**RECORDER /** Carri R. Jeffries**SHERIFF /** Kenneth K. Carpenter**TREASURER /** Nicole B. Rosenberg

P.O. Box 429

68 South 100 East

Parowan, Utah 84761

P 435.477.8300**F** 435.477.8847

July 29, 2026

Iron County has received a Notification of Petition for Annexation proposing the annexation of approximately 677.34 acres into the corporate limits of Enoch City.

The property that is the subject of this petition is contiguous to the current corporate boundaries of Enoch City and includes the following parcel numbers:

D-0162-0163-0196

D-0164-0001-0005

D-0164-0001-0000

D-0164-0000-0000

D-0197-0002-0000

A copy of the proposed annexation map and the legal description of the property is enclosed for your review.

Attention:

Your property may be affected by a proposed annexation.

Records show that you own property within an area that is intended to be included in a proposed annexation to Enoch City or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Enoch City within 30 days after Enoch City receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting Enoch City; Lindsay Hildebrand, 900 E Midvalley Rd, Enoch, 435-586-1119, lindsay@enochcityut.gov, or Iron County Clerk; Jon Whittaker, 68 S 100 E, Po Box 429 Parowan, 435-477-8340, jwhittaker@ironcountyut.gov, or Tyler Melling, Po Box 1977, Cedar City, 435-586-0843, tyler@velocitybuilders.com. Once filed, the annexation petition will be available for inspection and copying at the office of Enoch City Office, 900 E Midvalley Rd, Enoch.

Sincerely,

Shaneal Bess
Chief Deputy Clerk

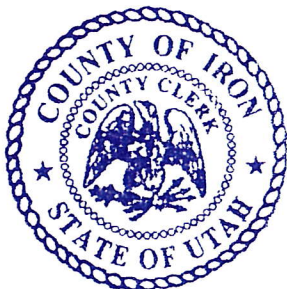


Exhibit 1

LEGAL DESCRIPTION:

PARCEL #1:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M; THENCE S.89°51'45"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1329.04 FEET TO THE CENTER EAST 1/16 CORNER OF SAID SECTION 8, THENCE S.12°43'16"W. 10.32 FEET TO THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE ALONG SAID MUNICIPAL BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.89°52'05"W. 1951.97 FEET, (2) N.0°07'55"W. 1329.36 FEET TO THE SOUTH LINE OF THE NE1/4NW1/4 OF SAID SECTION 8, (3) S89°48'50"W. ALONG SAID 1/16 LINE 2032.17 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTION 7 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, (4) N.0°03'39"W. ALONG THE SECTION LINE 1317.23 FEET TO THE NORTHWEST CORNER OF SAID SECTION 8, AND (5) N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 5 & 6, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 5, THENCE S.89°52'23"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1320.51 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 5, THENCE S.0°24'54"W. ALONG THE EAST LINE OF THE NW1/4SW1/4 OF SAID SECTION 5 1335.18 FEET TO THE SOUTHWEST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°56'33"E. ALONG THE SOUTH LINE OF THE NE1/4SW1/4 OF SAID SECTION 8 1325.03 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 5, THENCE S.0°13'19"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1330.90 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5, THENCE N.89°38'51"E. ALONG THE SECTION LINE 1331.61 FEET TO THE EAST 1/16 CORNER COMMON TO SECTIONS 5 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°10'26"E. ALONG THE WEST LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1325.33 FEET TO THE SOUTHEAST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°53'13"E. ALONG THE NORTH LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1330.46 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 4 & 5, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°07'31"E. ALONG THE SECTION LINE 1319.76 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4, THENCE N.89°57'37"E. ALONG THE EAST-WEST QUARTER SECTION LINE 2653.31 CENTER QUARTER CORNER OF SAID SECTION 4, THENCE S.0°06'40"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1324.01 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 4, THENCE S.0°06'24"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1323.84 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N.89°51'25"W. ALONG THE SECTION LINE 1327.06 FEET TO THE WEST 1/16 CORNER COMMON TO SECTION 4 & 9, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE S.0°02'51"W. ALONG THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 9 915.93 FEET TO AN ANGLE POINT, THENCE S.0°02'40"W. ALONG SAID 1/16 LINE 1736.53 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 9,

THENCE N.89°44'46"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1327.26 FEET TO THE POINT OF BEGINNING.

CONTAINS 665.64 ACRES OF LAND.

PARCEL #2:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M; THENCE ALONG THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP. THE FOLLOWING THREE (3) COURSES: (1) N.0°04'08"W. ALONG THE SECTION LINE 11.53 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 91, (2) N.56°41'26"E. ALONG SAID RIGHT-OF-WAY LINE 449.02 FEET, AND (3) N.56°40'34"E. ALONG SAID RIGHT-OF-WAY LINE 1140.51 FEET TO THE EAST LINE OF THE SW1/4SW1/4 OF SAID SECTION 8, THENCE S.0°03'47"E. ALONG SAID 1/16 LINE 506.05 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 AND A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 57395.78 FEET A DISTANCE OF 598.55 FEET (THE CHORD OF SAID CURVE BEARS S.50°23'18"W. 598.55 FEET) TO THE SOUTH LINE OF SAID SECTION 8 AND THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE N.89°48'08"W. ALONG SAID SECTION LINE 867.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.70 ACRES OF LAND

SURVEYOR'S CERTIFICATE

I, JAY S. ADAMS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE No. 167230, IN ACCORDANCE WITH TITLE 56, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN PREPARED UNDER MY DIRECTION AND THAT THIS PLAT SUPPORTS THE ANNEXATION BOUNDARIES TO BE ADOPTED BY THE ENOCH CITY COUNCIL. THE LEGAL DESCRIPTION AND PLAT ARE TRUE AND CORRECT.

DATE: _____ JAY S. ADAMS _____

FGAI DESCRIPTION:

[illegible]

PARCEL #2:

PARCELS 12-21, BEGINNING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 1 WEST, SLOPE THENCE ALONG THE SECTIONAL BOUNDARY LINE OF ENOCH CITY, TEXAS, FOLLOWING THE [3] COURSES: (1) N 0° 00' 00" W, AND ALONG THE SECTION LINE 11.35 FEET TO THE NORTHWEST CORNER OF SAID COURSE; (2) N 89° 00' 00" W, ALONG THE SECTION LINE 134.30 FEET TO THE EAST LINE OF THE 5/16" 40' 00" W, 1/4" 40' 00" E, ALONG SAID EIGHTH OF WAY LINE 134.30 FEET TO THE EAST LINE OF THE 5/16" 40' 00" W, 1/4" 40' 00" E, SAID SECTION 8, THENCE S 0° 00' 00" E, ALONG SAID 1/4" LINE 506.05 FEET TO THE SECTION LINE, THENCE S 89° 00' 00" W, ALONG SAID SECTIONAL BOUNDARY LINE 506.05 FEET TO THE SOUTH LINE OF SAID SECTION 8, AND SAID SECTIONAL BOUNDARY LINE 506.05 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.70 ACRES OF LAND.

LOCATION: WITHIN SEC. 4, 5, & 8, T.35S., R.10W., SLB&M

PREPARED FOR: PIDDING LLC

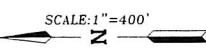
DATE: JUNE 9, 2026

DRAWN: H K H	CHECKED: J. S. A.	CHECKED:
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**DAMS SURVEYING &
ENGINEERING INC.**

1068 CEDAR KNOLLS
CEDAR CITY, UTAH 84722
OFFICE: (801) 586-0852
EMAIL: office@adamscurveying.com

OFFICE: (801) 586-0832
EMAIL: office@adamscurveying.com



16

CITY ATTORNEY APPROVAL:

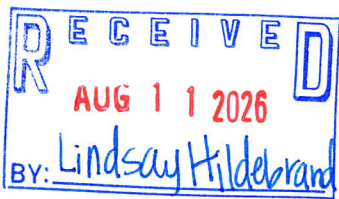
I, JUSTIN WAYMONT, CITY ATTORNEY FOR ENOCH CITY CORPORATION, CERTIFY THAT I HAVE EXAMINED THIS ANNEXATION PLAN AND RECOMMEND IT TO THE ENOCH CITY COUNCIL FOR APPROVAL ON THIS THE _____ DAY OF _____, 2024.

JUSTIN WAYMONT
ASSOCIATE ATTORNEY

PLANNING COMMISSION APPROVAL:

THIS ANNEXATION PLAT HAS BEEN APPROVED BY THE ENOCH CITY PLANNING COMMISSION, AND IS HEREBY RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL ON THIS THE ____ DAY OF 2026.

NUCLEAR ENERGY: A REVIEW OF THE U.S. NUCLEAR ENERGY PROGRAM



PETITION FOR ANNEXATION

To the Mayor and members of the Enoch City Council, a municipal corporation of the State of Utah:

The petition of the undersigned owners of real property hereinafter more particularly described herein, do hereby present this Petition for Annexation of the said real property into the corporate limits of Enoch City, UT, and respectfully represent as follows:

1. That they are the owners, or owners' representative, of the real property in the territory lying contiguous to the present corporate limits of Enoch City, Iron County, State of Utah.
2. That the undersigned petitioners constitute a 51% majority of the owners of the said real property, and that they desire to have such property annexed into Enoch City, UT and become a part thereof.
3. That attached hereto is a certified copy of an accurate plat or map of such territory to be so annexed, in relation to presently existing boundaries of Enoch City, UT, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of Enoch City, UT and which plat has been prepared by Platt and Platt, Inc. certified and duly licensed engineers and surveyors.
4. That the territory to be so annexed is shown on the annexation plat map attached hereto and is more particularly described below by its legal description:

SEE ATTACHED EXHIBIT 1

5. That the property of petitioners, as herein described, constitutes not less than one third (1/3) in value the real property, as shown by the last assessment rolls of the office of the Iron County Assessor for the year 2025.
6. That the petitioners reserve the right to withdraw this petition at any time before it is granted, and that Enoch City consents to such right by accepting this petition.
7. That the following signer is designated as the contact sponsor of this petition:

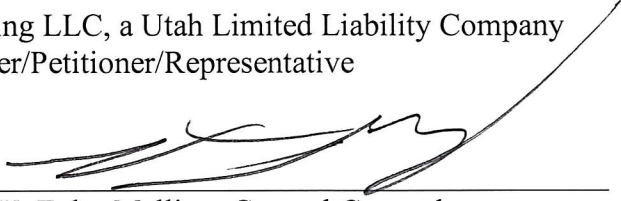
Pidding, LLC
W. Tyler Melling, General Counsel
PO Box 1977
Cedar City, UT 84721
435-586-0843

WHEREFORE, your petitioners request the members of City Council of Enoch City, UT, vote upon the question of such annexation relative to the real property described herein, and that an appropriate ordinance be passed and adopted, declaring the annexation of such territory and real

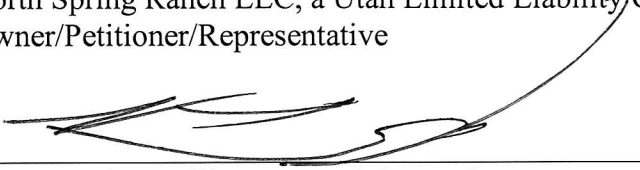
property and the extension of the corporate limits of Enoch City, UT, accordingly.

Dated this 11th day of August 2026.

Pidding LLC, a Utah Limited Liability Company
Owner/Petitioner/Representative


By: W. Tyler Melling, General Counsel
PO Box 1977
Cedar City, UT 84721
435-586-0843

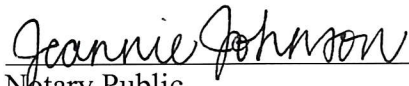
North Spring Ranch LLC, a Utah Limited Liability Company
Owner/Petitioner/Representative


By: W. Tyler Melling, General Counsel
PO Box 1977
Cedar City, UT 84721
435-586-0843

ACKNOWLEDGEMENT

STATE OF UTAH)
 ss.
County of Iron)

On August 11, 2026, personally appeared before me W. Tyler Melling, General Counsel of Pidding LLC, and W. Tyler Melling, General Counsel of North Spring Ranch LLC, who being by me duly sworn did say that he/she/they are the Owner/Petitioner/Representative of property designated for annexation into Enoch City municipal boundaries, and that the foregoing instrument was duly authorized by Enoch City as stated in the Revised Ordinances of Enoch City.


Notary Public

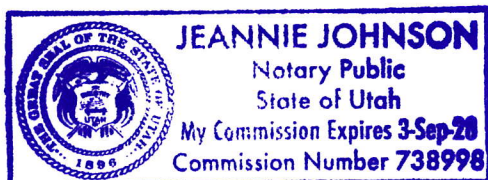


EXHIBIT 1

PARCEL #1:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SLB&M; THENCE S.89°51'45"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1329.04 FEET TO THE CENTER EAST 1/16 CORNER OF SAID SECTION 8, THENCE S.12°43'16"W. 10.32 FEET TO THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE ALONG SAID MUNICIPAL BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.89°52'05"W. 1951.97 FEET, (2) N.0°07'55"W. 1329.36 FEET TO THE SOUTH LINE OF THE NE1/4NW1/4 OF SAID SECTION 8, (3) S89°48'50"W. ALONG SAID 1/16 LINE 2032.17 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTION 7 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, (4) N.0°03'39"W. ALONG THE SECTION LINE 1317.23 FEET TO THE NORTHWEST CORNER OF SAID SECTION 8, AND (5) N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 5 & 6, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°36'25"E. ALONG THE SECTION LINE 1339.47 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 5, THENCE S.89°52'23"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1320.51 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 5, THENCE S.0°24'54"W. ALONG THE EAST LINE OF THE NW1/4SW1/4 OF SAID SECTION 5 1335.18 FEET TO THE SOUTHWEST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°56'33"E. ALONG THE SOUTH LINE OF THE NE1/4SW1/4 OF SAID SECTION 8 1325.03 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 5, THENCE S.0°13'19"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1330.90 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5, THENCE N.89°38'51"E. ALONG THE SECTION LINE 1331.61 FEET TO THE EAST 1/16 CORNER COMMON TO SECTIONS 5 & 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°10'26"E. ALONG THE WEST LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1325.33 FEET TO THE SOUTHEAST 1/16 CORNER OF SAID SECTION 5, THENCE N.89°53'13"E. ALONG THE NORTH LINE OF THE SE1/4SE1/4 OF SAID SECTION 5 1330.46 FEET TO THE SOUTH 1/16 CORNER COMMON TO SECTIONS 4 & 5, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE N.0°07'31"E. ALONG THE SECTION LINE 1319.76 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4, THENCE N.89°57'37"E. ALONG THE EAST-WEST QUARTER SECTION LINE 2653.31 CENTER QUARTER CORNER OF SAID SECTION 4, THENCE S.0°06'40"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1324.01 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 4, THENCE S.0°06'24"W. ALONG THE NORTH-SOUTH QUARTER SECTION LINE 1323.84 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N.89°51'25"W. ALONG THE SECTION LINE 1327.06 FEET TO THE WEST 1/16 CORNER COMMON TO SECTION 4 & 9, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M, THENCE S.0°02'51"W. ALONG THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 9 915.93 FEET TO AN ANGLE POINT, THENCE S.0°02'40"W. ALONG SAID 1/16 LINE 1736.53 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 9, THENCE N.89°44'46"W. ALONG THE EAST-WEST QUARTER SECTION LINE 1327.26 FEET TO THE POINT OF BEGINNING.

CONTAINS 665.64 ACRES OF LAND.

PARCEL #2:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 10 WEST, SBL&M; THENCE ALONG THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP. THE FOLLOWING THREE (3) COURSES: (1) N.0°04'08"W. ALONG THE SECTION LINE 11.53 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 91, (2) N.56°41'26"E. ALONG SAID RIGHT-OF-WAY LINE 449.02 FEET, AND (3) N.56°40'34"E. ALONG SAID RIGHT-OF-WAY LINE 1140.51 FEET TO THE EAST LINE OF THE SW1/4SW1/4 OF SAID SECTION 8, THENCE S.0°03'47"E. ALONG SAID 1/16 LINE 506.05 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 AND A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 57395.78 FEET A DISTANCE OF 598.55 FEET (THE CHORD OF SAID CURVE BEARS S.50°23'18"W. 598.55 FEET) TO THE SOUTH LINE OF SAID SECTION 8 AND THE MUNICIPAL BOUNDARY LINE OF ENOCH CITY CORP., THENCE N.89°48'08"W. ALONG SAID SECTION LINE 867.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.70 ACRES OF LAND

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Code Amendment Section 3.2.4A (Street Access): Residential Trip Generation Rates

FOR CONSIDERATION ON: October 7, 2026.

PETITIONER: Velocity Homes

ACTION REQUESTED BY PETITIONER: Set a public hearing for October 21, 2026

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

Velocity Homes has requested an amendment to Enoch City Code Section 3.2.4A (Street Access) to better reflect current traffic data and standards. Subsection A.2 requires residential and commercial developments to provide at least two improved accesses when the combination of dwelling units and commercial lots exceeds 80. The accesses must be wide enough to carry the calculated traffic volumes at full build-out, using the design volumes for various street widths in Table 3.1.

The current code calculates projected traffic volumes at “the rate of 10 vehicles per day each direction per potential dwelling unit,” or 20 daily trips for every dwelling unit regardless of housing type.

Staff will continue to work with the City Engineer and City Attorney and present any additional information at the public hearing.

GENERAL PLAN REFERENCE:

- Transportation Element Section IV.B
 - Goal B-7 (Access Management): Protects traffic flow on major arterial and collector roadways by restricting the spacing and number of driveways and intersections. It also requires Traffic Impact Studies (TIS) for major development proposals to evaluate and mitigate prospective traffic impacts.

CITY CODE REFERENCE:

- Enoch City Code Section 3.2.4A (Street Access), subsection A.2 and Table 3.1;
- Enoch Subdivision Ordinance 12.2500.2502 (Improvements), referenced in subsection A.4.

PUBLIC NOTICE:

A public hearing will be held on October 21st, 2026.

STAFF RECOMMENDATION:

Set a public hearing for October 21, 2026

3.2.4A STREET ACCESS

- A. The number of access points onto City streets shall be kept to a minimum. The following information shall apply when designing street access for all developments.
1. Direct access will not be allowed for parking, loading or driveway areas that require backing maneuvers onto major collector or arterial streets.
 2. Residential and commercial developments will be required to provide at least two (2) improved accesses to the development when the combination of dwelling units and commercial lots exceeds 80. The accesses shall be proper widths to accommodate the calculated traffic volumes when the area is fully developed. Design volumes for various street widths are shown in Table 3.1. Projected traffic volumes shall be calculated at 9.09 total daily vehicle trips per potential single-family detached dwelling unit and 6.57 total daily vehicle trips per potential single-family attached dwelling unit, including townhomes. These rates include both directions combined.
 3. No covered driveways will be allowed unless approved by the City.
 4. Per Enoch Subdivision Ordinance 12.2500.2502 IMPROVEMENTS: Every new development, additional development, or redevelopment proposal submitted to Enoch City that generates (100) or more peak hour trips (using ITE Manual), and will have a significant impact on Enoch City's transportation system as determined by the Enoch City Engineer, will include a traffic impact impact study (TIS). As part of the process on Development, UDOT will be included as a technical resource for any development that will generate (200) or more new peak hour trips (use ITE Manual).

Deleted: ¶

Deleted: the rate of 10 vehicles per day each direction per potential dwelling unit...

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Impact Fee Schedule (Section 6.A) – Water ERU Definition and Multifamily Conservation Provision

FOR CONSIDERATION ON: October 7, 2026

PETITIONER: Velocity Homes

ACTION REQUESTED BY PETITIONER: Set a Public Hearing to consider adding a footnote to Section 6.A impact fee schedule defining the culinary water ERU and a 0.20 ERU rate for qualifying multifamily attached development.

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

Velocity Homes has requested an amendment to the Section 6.A Impact Fees schedule. The schedule lists the water, wastewater, transportation, police, park, and storm water drainage impact fees collected at building permit issuance. The proposed redline, adds a footnote to the water impact fee (currently \$6,500 per 1-inch meter/ERU and updates the footnote markers for the transportation and storm water drainage fee tables. It does not change any fee amount shown in the schedule.

The footnote does two things. First, it states the City's ERU in gallons of peak-day demand, tied to the 2025 impact fee facilities plan (IFFP). Second, it provides that for qualifying multifamily attached development, each dwelling unit counts as 0.20 ERU, and each 1,000 square feet of turf counts as 0.20 ERU, when calculating peak demand. If applied to the \$6,500 per ERU fee, that would be about \$1,300 per qualifying multifamily dwelling unit and about \$1,300 per 1,000 square feet of turf, compared with a full ERU (\$6,500) for each.

This item will also be reviewed by the Enoch City Water Board before the October 21, 2026 public hearing. This item is being presented to the Council on October 7, 2026 by Velocity Homes.

GENERAL PLAN REFERENCE:

- N/A

CITY CODE REFERENCE:

- Enoch City Code Section 6.A (Impact Fees);

PUBLIC NOTICE:

- A public hearing will be scheduled for October 21, 2026

STAFF RECOMMENDATION:

Staff Recommends setting a public hearing for October 21, 2026.

Respectfully submitted,

Ryan Robinson
City Manager, Enoch City Corporation

Attachment:

A – Section 6.A Impact Fees, with proposed redline

6.A Impact Fees

Collected at building permit issuance:

Service	Size	Fee	Effective Date
Water	1-inch meter/ERU*	\$6,500	1-21-26
	1½-inch meter	\$9,807.15	12-17-19
	2-inch meter	\$17,434.94	12-17-19
	3-inch meter	\$39,228.61	12-17-19
	4-inch meter	\$69,739.75	12-17-19
	6-inch meter	\$156,914.44	11-13-17
Wastewater	Residential/ERU	\$1,500	1-21-26
	Nonresidential	\$2,500	1-21-26
Transportation**	Single Family residential/ERU	See Below	4-2-24
Police	Single Family residential/ERU	\$1,353.91	7-18-23
	Multi-Family residential	\$19.87	Until 11-18-25

	Multi-Family Residential	\$1,353.91	11-18-25
	Commercial (per sq.ft.)	\$0.70	11-18-2025
Park	Single Family residential/ERU	\$1,250	5-30-23
Storm Water Drainage***	Single Family residential/ERU	See Below	1-14-25

* *One culinary water ERU represents 1,572 gallons of peak-day demand under the 2025 IFFP. For qualifying multifamily attached development under the rate-enforced conservation provisions of the water billing and water acquisition ordinances, each dwelling unit and each 1,000 square feet of turf constitute 0.20 ERU for purposes of calculating peak demand.

***New "per unit" Transportation Impact fee to be effective **April 2, 2024:**

Category	Land Use	Unit	Max. Eligible per Unit Impact Fee	Approved Impact Fee Per Unit 75% of 19.17%
Residential	Single Family Detached (SFD)	Dwelling Units	\$20,865	\$2,000
	Single- Family Attached	Dwelling Units	\$15,931	\$763
	Assisted Living/Convalescent Center	Beds	\$5,753	\$276
	Multifamily Low-Rise	Dwelling Units	\$14,913	\$715
	Multifamily Mid-Rise	Dwelling Units	\$10,045	\$481
	Multifamily High-Rise	Dwelling Units	\$10,045	\$481

Office	Office Building	1,000 sq. ft.	\$24,455	\$1,172
	Medical-Dental Office Building	1,000 sq. ft.	\$81,215	\$3,892
Retail	Supermarket	1,000 sq. ft.	\$55,042	\$2,638
	Less Intensive Retail	1,000 sq. ft.	\$2,274	\$109
	Intensive Retail	1,000 sq. ft.	\$33,397	\$1,601
Services	Quality Restaurant	1,000 sq. ft.	\$54,851	\$2,629
	Fast Food	1,000 sq. ft.	\$263,656	\$12,636
	Convenience w/ Gas Pumps	Pump Stations	\$89,716	\$4,300
	Bank	1,000 sq. ft.	\$97,346	\$4,665
Industrial	Industrial	1,000 sq. ft.	\$11,971	\$574
	Manufacturing	1,000 sq. ft.	\$11,676	\$560
	Warehousing	1,000 sq. ft.	\$4,359	\$209

	Self Storage/RV Storage	Units	\$3,696	\$177
Institutional	Elementary School	Students	\$5,023	\$241
	Middle/Junior School	Students	\$4,647	\$223
	High School	Students	\$4,292	\$206
	Private School (K-12)	Students	\$5,487	\$263
	Junior/Community College	Students	\$2,545	\$122
	Day Care	1,000 sq. ft.	\$46,361	\$2,222
	Library	1,000 sq. ft.	\$79,710	\$3,820
	Church	1,000 sq. ft.	\$16,816	\$806
Lodging	Hotel	Rooms	\$18,025	\$864
	Motel	Rooms	\$7,558	\$362

***New Storm Water Drainage Fee to be effective January 14, 2025:

Zoning Description	Impact Fee per ERU
Mobile Home Park (MHP)	\$5,810
Professional Office (P-O)	\$6,230
Research Industrial Park (R/I-P)	\$7,120
Community Commercial (C-C)	\$7,120
Neighborhood Commercial (N-C)	\$5,340
Regional Commercial (R-C)	\$8,010
RV Park (RVP)	\$5,810
Residential 18 (R-1-18)	\$3,140
Residential 11 (R-1-11)	\$3,560
Rural Residential 1 (R-R-1)	\$2,670
Rural Residential 5 (R-R-5)	\$2,670
Mixed Residential (MXR-18)	\$4,450
Multiple Residential (M-R-2)	\$5,810

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Code Amendment Section 9.D Water Fees

FOR CONSIDERATION ON: October 7, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approval of Proposed Fee

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

Enoch City recently added engineering standards for 8” and 12” meters. This code amendment is to add the fees required for these meter sizes. These costs are for the meters themselves, as they are required to be installed by the contractor.

GENERAL PLAN REFERENCE:

- N/A
-

CITY CODE REFERENCE:

- Enoch City Fee Schedule 9.D Water
-

PUBLIC NOTICE:

A public hearing has been noticed for this agenda item and has met State and City Code Requirements.

STAFF RECOMMENDATION:

Review and propose any needed changes to approve the proposed code change.

Row		Residential & Commercial 1" Meter	Institutional Culinary	Institutional Irrigation	Residential & Commercial > 1" Meter
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Row	Base Rate (includes 20k G.)	\$30.30/mth	\$30.30/mth	\$30.30/mth	\$30.30/mth
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Row	20,001 to 30,000 gallons	\$1.00 per 1,000 gallons	\$1.00 per 1,000 gallons	\$1.00 per 1,000 gallons	\$1.00 per 1,000 gallons
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...

Meter Fee:

...

Row	Meter size	City Meter Install	City Hot Tap	City Connection Installation w/Meter
-----	------------	--------------------	--------------	--------------------------------------

Row	1" Culinary	\$400.00	\$100.00	Contractor install
-----	-------------	----------	----------	--------------------

Row	1" Irrigation	\$400.00	\$100.00	\$1850.00
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...

Row	4"	\$2,800.00	Contractor	Contractor install
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Row	6"	\$4,850.00	Contractor	Contractor install
-----	----	------------	------------	--------------------

Row	<u>8"</u>	<u>\$5,500.00</u>	<u>Contractor</u>	<u>Contractor install</u>
-----	-----------	-------------------	-------------------	---------------------------

Row	<u>12"</u>	<u>\$15,000.00</u>	<u>Contractor</u>	<u>Contractor install</u>
-----	------------	--------------------	-------------------	---------------------------

\$25.00 for raising a ... per foot on barrel.

\$50 service fee if ... turned off for non-payment.

...

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Adoption of a Cross-Connection Control Ordinance

FOR CONSIDERATION ON: October 7, 2026

PETITIONER: Enoch City Staff

ACTION REQUESTED BY PETITIONER: Adoption of the Cross Connection Control Ordinance for the Enoch City water system, as presented.

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

Staff is presenting a Cross Connection Control Ordinance for the Council's consideration, based on the Utah model ordinance template for public water systems. A cross connection is any physical connection or arrangement of piping or fixtures that may allow non-potable water, industrial fluids, or other material of questionable quality to come into contact with the drinking water system. Backflow through such a connection can contaminate the public water supply.

The purpose of the ordinance is to protect the City's water supply from existing or potential cross connections and to ensure that approved backflow prevention assemblies are tested when put into service and at least annually thereafter. The template states that it is intended to comply with the Utah Public Drinking Water Rules (Utah Admin. Code R309-105-12) and the Plumbing Code as adopted by the State of Utah.

The ordinance opens with a policy statement followed by three sections: general policy and responsibilities (Section 1), definitions (Section 2), and requirements (Section 3). Its key provisions are:

- Responsibilities are assigned to the water purveyor (surveys, records, and written notice to consumers), the consumer (purchasing, installing, testing, and maintaining required assemblies), the plumbing official (plan review and Plumbing Code enforcement from the meter onward), and certified backflow technicians (testing, reporting, and tagging assemblies).
- Backflow prevention assemblies must be tested within ten (10) working days of installation and surveyed, inspected, and tested at least once per year at the consumer's expense, with more frequent testing available where the purveyor deems the hazard great.

Authorized City employees may access premises at reasonable hours to conduct hazard assessment surveys.

- Water service may be refused or terminated if a required assembly is not installed, tested, or maintained, has been removed or bypassed, an unprotected cross connection exists, or the periodic survey has not been done. Before termination, the customer receives written notice and a reasonable time to comply (ten days in Section 3.2), except that service may be terminated immediately during an actual backflow incident that endangers public health.
- Previously installed assemblies that were approved at the time of installation and remain properly maintained may continue in service, subject to inspection and maintenance requirements, unless moved, in need of more than minimum maintenance, or found to be a hazard.

The template contains blanks that must be completed before adoption: the water system name and system number, the job title or department responsible for determinations and enforcement, and the plumbing or building inspector who will work with that position. Staff will complete these and

correct minor typographical errors in the template before the ordinance is signed. Costs of purchasing, installing, testing, and maintaining assemblies fall on the consumer under the ordinance; the City's costs are staff time to administer surveys, notices, and records.

GENERAL PLAN REFERENCE:

- Not applicable. This item is a water system public health ordinance and does not involve a land use, zoning, or development application.
-

CITY CODE REFERENCE:

-
-

PUBLIC NOTICE:

This item will be posted on the Council agenda in accordance with the Utah Open and Public Meetings Act (Utah Code Title 52, Chapter 4). Following adoption, the ordinance will be published or posted as required by Utah law for municipal ordinances.

STAFF RECOMMENDATION:

Staff recommends that the Council adopt the Cross Connection Control Ordinance, with the water system name, system number, responsible position, and plumbing or building official completed by staff, and authorize the Mayor to sign and the City Recorder to attest.

CROSS CONNECTION CONTROL ORDINANCE

For

(City or Water System)

System, No. 000000

The purpose of this ordinance is to protect the water supply of (city or water system) from contamination or pollution from any cross connections existing or potential; and to assure that approved backflow prevention assemblies are tested when put into service and at least on an annual basis thereafter. This ordinance is in compliance with Section R309.105.12 of the Utah Public Drinking Water Rules (UPDWR) and the Plumbing Code as adopted by the State of Utah.

The installation or maintenance of any unprotected cross connection which would endanger the water supply of (city or water system) is prohibited. Any such cross connection now existing or hereafter installed is hereby declared unlawful and shall be immediately protected or eliminated.

The control or elimination of cross connections and the criteria for determining degree of hazard and prescribing appropriate levels of protection shall be in accordance with the Plumbing Code as adopted by the State of Utah and the UPDWR. Water service to any premise shall be contingent upon the customer providing appropriate cross connection control if determined necessary. Determinations and enforcement shall be the responsibility of (job title or department) in conjunction with the (city or county plumbing/building inspector). Water service may be refused or terminated to any premises where and unprotected cross connection may allow contamination or pollutants to backflow into the public drinking water system.

Authorized employees of (city or water system) with proper identification, shall have free access at reasonable hours of the day, to all areas of a premise or building to which drinking water is supplied for the purpose of conducting hazard assessment surveys. Water service may be refused or terminated, or maximum backflow protection may be required, to the premise where access to perform surveys is denied, where unprotected cross connections are located, or in the event that installed assemblies are not test and maintained as required by State and local regulations.

Before any water service is terminated, a due process of notifying the customer and providing a reasonable time for compliance to be achieved will be observed according to the operating procedures of (city or water system). However, in the event of an actual backflow incident which endangers the public health, water service may be terminated immediately and not be restored until the cross connection is either eliminated or adequately protected.

ORDINANCE

For the

CONTROL OF BACKFLOW AND CROSS CONNECTIONS

SECTION 1. CROSS CONNECTION CONTROL –GENERAL POLICY

1.1 Purpose of Ordinance:

- 1.1.1 To protect the Public drinking water supply of (city or water system) from the possibility of contamination or pollution by requiring compliance with the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah, that require a cross connection control protection of all public drinking water systems in the State of Utah. Compliance with these minimum safety codes will be considered reasonable diligence for the prevention of contaminants or pollutants which could backflow into the public drinking water system; and,
- 1.1.2 To promote the reasonable elimination or control of cross connection in the plumbing fixtures and industrial piping system(s) of the consumer, as required by the state and plumbing regulations to assure water system safety; and,
- 1.1.3 To provide for the administration of a continuing program of backflow prevention which will systematically examine risk and effectively prevent the contamination or pollution of the drinking water system.

1.2 Responsibility: Drinking Water Purveyor

- 1.2.1 (City or water system) shall be responsible for the protection of the drinking water distribution system from the foreseeable condition leading to the possible contamination or pollution of the drinking water system due to the backflow of contaminants or pollutants into the drinking water supply.
- 1.2.2 Drinking water system surveys/inspections of the consumer's water distribution system(s) shall be conducted or caused to be conducted by individuals deemed qualified by and representing (city or water system). Survey records shall indicate compliance with the State of Utah Regulations. All such records will be maintained by (city or water system).
- 1.2.3 (City or water system) shall schedule and notify in writing, all consumers of the need for the periodic system survey to insure compliance with exiting applicable minimum health and safety standards.

- 1.2.4 Selection of an approved backflow prevention assembly for containment control required at the service entrance shall be determined from the results of the system survey.

1.3 Responsibility: Consumer

- 1.3.1 To comply with this ordinance as a term and condition of water supply and consumer's acceptance of service is admittance of his/her awareness of his/her responsibilities as a water system user.
- 1.3.2 It shall be the responsibility of the consumer to purchase, install, and arrange testing and maintenance of any backflow prevention device/assembly required to comply with this ordinance. Failure to comply with this ordinance shall constitute grounds for discontinuation of service.

1.4 Responsibility: Plumbing Official

- 1.4.1 The plumbing official's responsibility to enforce the applicable sections of the plumbing code begins at the point of service (downstream or consumer side of the meter) and continues throughout the length of the consumer's water system.
- 1.4.2 The plumbing official will review all plans to ensure that unprotected cross connections are not an integral part of the consumer's water system. If a cross connection cannot be eliminated, it must be protected by the installation of an air gap or an approved backflow prevention device/assembly, in accordance with the Plumbing Code as adopted by the State of Utah.

1.5 Responsibility: Certified Backflow Technician, Surveyor, or Repair Person

- 1.5.1 Whether employed by the consumer or a utility to survey, test, repair, or maintain backflow prevention assemblies the Certified Backflow Technician, Surveyor, or Repair Person will have the following responsibilities:
- a. Insuring that acceptable testing equipment and procedures are used for testing, repairing or overhauling backflow prevention assemblies.
 - b. Make reports of such testing and/or repairs to the consumer and the water purveyor on form approved for such use by the water purveyor within time frames as described by the Division of Drinking Water.
 - c. Include the list of materials or replacement parts being used of the reports.

- d. Insuring that replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired.
- e. Not changing the design, material or operational characteristics of the assembly during testing, repair or maintenance.
- f. Performing all test of the mechanical devices/assemblies and shall be responsible for the competence and accuracy of all test and reports.
- g. Insuring that his/her license is current, the testing equipment being used is acceptable to the State of Utah, and is in proper operating condition.
- h. Being equipped with, and competent to use, all necessary tools, gauges, test tags, and other equipment necessary to properly test, and maintain backflow prevention assemblies.
- i. Tagging each double check valve, pressure vacuum breaker, reduced pressure backflow assembly and high hazard air gap, showing the serial number date tested and by whom. The certified technician's license number must also be on the tag.

1.5.2 Responsibility: Repair of backflow assemblies

In the case of a consumer requiring an assembly to be tested, any currently Certified Backflow Technician is authorized to make the test and report the results to the consumer and the water purveyor. Any installation repair or relocation shall be done with individuals having appropriate licensure from the department of licensing.

SECTION 2. DEFINITIONS

- 2.1 **Water Purveyor:** The person designated to be in charge of the Water Department of (city or water system), is invested with the authority and responsibility for the implementation of an effective cross connection control program and for the enforcement of the provisions of this ordinance.
- 2.2 **Approved Backflow Assembly:** An assembly accepted by the Utah State Department of Environmental Quality, Division of Drinking Water, as meeting and applicable specification or as suitable for the proposed use.
- 2.3 **Auxiliary Water Supply:** Any water supply on or available to the premises other than the purveyor's public water supply will be considered as an auxiliary water supply. These auxiliary waters may include water from another purveyor's public

potable water supply or any natural source(s) such as a s well, spring, river, stream, etc., or “used waters” or “industrial fluids”. These waters may be contaminated or polluted or they may be objectionable and constitute and unacceptable water source over which the water purveyor does not have authority for sanitary control.

- 2.4 **Backflow:** The reversal of the normal flow of water caused by wither back-pressure or back siphonage.
- 2.5 **Back-Pressure:** The flow of water or other liquids, mixtures, or substances from a region of high pressure to a region of lower pressure into the water distribution pipes of a potable water supply system from any source(s) other than the intended source.
- 2.6 **Back-Siphonage:** The flow or water or other liquids, mixtures, or substances under vacuum conditions into the distribution pipes of a potable water supply system from any source(s) other than the intended source, caused by the reduction of pressure in the potable water system.
- 2.7 **Backflow Prevention Assembly:** An assembly or means designed to prevent backflow. Specifications for backflow prevention assemblies are contained within the Plumbing Code as adopted by the State of Utah and in the Cross Connection Control Program for Utah maintained by the Division of Drinking Water.
- 2.8 **Cross Connection:** Any physical connection or arrangement of piping or fixtures which may allow non-potable water or industrial fluids or other material of questionable quality to come into contact with potable water inside a water distribution system. This would include temporary conditions, such as swing connections, removable sections, four way plug valves, spools, dummy sections of pipe, swivel or change-over devices or sliding multiport tubes or other plumbing arrangements.
- 2.9 **Contamination:** Means a degradation of the quality of the potable water supply by sewage industrial fluids or waste liquids, compounds or other materials that may create a health hazard.
- 2.10 **Cross Connection-Controlled:** A connection between a potable water system and a non-potable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

- 2.11 Cross Connection-Containment:** The installation of an approved backflow assembly at the water service connection to any customer's premises where it is physically and economically infeasible to find permanently eliminate or control all actual or potential cross connection within the customer's water distribution system; or, it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supply a portion of a customer's water distribution system; or, it shall mean the installation of an portion of a customer's water system where there are actual or potential cross connections which cannot be affectively eliminated or controlled at the point of the cross connection (isolation).

SECTION 3. REQUIREMENTS

3.1 Policy:

3.1.1 No water service connection to any premises shall be installed or maintained by the Water Purveyor unless the water supply is protected as required by State laws, regulations, codes, and this ordinance shall be discontinued by the water purveyor after due process of written notifications of violation and an appropriate time suspense for voluntary compliance, if:

- a.** A backflow prevention assembly required by this ordinance for the control of backflow and cross connections is not installed, tested, and maintained, or
- b.** If it is found that a backflow prevention assembly has been removed or bypassed, or
- c.** If an unprotected cross connection exist on the premises, or
- d.** If the periodic system survey has not been conducted.
- e.** Service will not be restored until such conditions or defects are corrected.

3.1.2 The customer's system(s) shall be open for inspection at all reasonable times to authorized representatives of the water purveyor to determine whether cross connections or other structural or sanitary hazards, including violation of this ordinance exist and to audit the results of the required survey (R309.105.12 of the Utah Administrative Code).

- 3.1.3** Whenever the public water purveyor deems a service connection's water usage contributes a sufficient hazard to the water supply, and approved backflow prevention assembly shall be installed on the service line of the identified consumer's water system, at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line.
- 3.1.4** The type of protective assembly required under subsection 3.1.3, shall depend upon the degree of hazard which exist at the point of cross connection (whether direct or indirect), applicable to local and state requirements or resulting from the required survey.
- 3.1.5** All presently installed backflow prevention assemblies which do not meet the requirements of this section but were approved assemblies for the purposes described herein at the time of installation and which have been properly maintained, shall except for the inspection and maintenance requirements under subsection 3.1.6, be excluded from the requirements of these rules so long as the water purveyor is assured that they will satisfactorily protect the public water system. Whenever the existing is moved from the present location or, requires more than minimum maintenance or, when the water purveyor finds that the operation or of this assembly constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting all local and state requirements.
- 3.1.6** It shall be the responsibility of the consumer at any premises where backflow prevention assemblies are installed to have certified surveys; inspections, and operational test made at least once per year at the consumer's expense. In those instances where the Public Water Purveyor deems the hazard to be great, he may require certified surveys/inspections and test at a more frequent interval. It shall be the duty of the purveyor to see that thee test are made according to the standards set forth by the State Department of Environmental Quality, Division of Drinking Water.
- 3.1.7** All backflow prevention assemblies shall be tested within ten (10) working days of installation.
- 3.1.8** No backflow prevention assemblies shall be installed so as to create a safety hazard. (Example: Installed over and electrical panel, steam pipes, boilers, or above ceiling level).

3.2 Violation of this Policy:

If violation of this ordinance exist of if there has not been any corrective action taken by the consumer within ten (10) days of the written notification of the deficiencies noted within the survey or test results, then the water purveyor shall deny or immediately discontinue service to the premises by providing a physical break in the service line until the customer has corrected the condition(s) in conformance with all State and local regulations and statutes relating to plumbing, safe drinking water suppliers, and this ordinance.

The foregoing Cross Connection Control ordinance was passed and approved by (City or water system) of (city, county, state, or province) on the _____ day of _____, 20____ .

Approver:

(Approver official Name and Title)

ATTEST:

(City Clerk or Recorder Official Name and Title)

(Seal)

ENOCH CITY COUNCIL MEMO

SUBJECT: Proposed Amendments to Enoch City Code Sections 12.2400.2413 and 14.100.113: Water Rights and Water Connection Requirements

FOR CONSIDERATION ON: October 7, 2026

PETITIONER: Enoch City

ACTION REQUESTED BY PETITIONER: Approval to amend Enoch City Code 14.100.113 (Application for Water Connection) and 12.2400.2413 (Water Rights) to allow the City to accept water rights from Water Basin 71, in addition to the City's current Basin 73 rights.

Review Type: Legislative

BACKGROUND INFORMATION:

The Central Iron County Water Conservancy District is developing a well in Basin 71 that, once operational, would allow water from that basin to be conveyed into the City's system via an existing interconnect near Midvalley/Bulldog. Because the City's code currently authorizes acceptance of water rights only from Basin 73, the City would need an amendment before it could accept any Basin 71 rights.

The item requires review by both the Planning Commission (as a code amendment) and City Council. The Water Conservancy District staff confirmed the City would not be "jumping the gun" by amending the code now, even though the district's well is not yet complete.

The City's Water Board also reviewed this proposal and brought up the following points to consider as part of their recommendation to the City Council:

- A basin-to-basin water right transfer from 71 to 73 currently carries a 37.7% depletion "haircut" (as set by the State Engineer), meaning a right holder would need to convey roughly 60% more water than the City's actual need to fully satisfy requirements.
- An additional reduction may apply where a right is being converted from agricultural to municipal use (in addition to the basin transfer haircut), consistent with how the City already treats Basin 73 agricultural conversions (0.88 acre-feet required per domestic connection to account for this).
- The Board discussed whether curtailment risk exists for Basin 71 rights, noting the Beryl-Enterprise basin has its own Groundwater Management Plan (GMP) with its own priority-date cutoffs, and that GMP cutoff dates can shift over time based on hydrologic data, conservation, and growth.
- The City currently has no ability to physically withdraw or convey Basin 71 water on its own; it would rely on the District's infrastructure and wells, functioning

more like a wholesale/interconnect arrangement than direct control of the resource.

The Water Board made the following recommendation to the City Council.

- Only senior water rights with no published curtailment date (per the applicable GMP, as determined by the State Engineer at the time of transfer) would be accepted junior or curtailable rights would not be accepted in order to protect the City from future loss of usable value.
- The basin-to-basin depletion "haircut" will be applied at whatever rate the State Engineer currently sets (37.7% at present) rather than a fixed percentage written into code, so the ordinance automatically tracks State Engineer determinations rather than requiring future amendment. Any agricultural-to-municipal conversion haircut would be treated consistently with how the City already handles Basin 73 conversions (i.e., absorbed within the City's existing 0.88 acre-foot per-connection requirement, not an added burden on the person conveying the right).

The Planning Commission also reviewed the proposed changes and unanimously recommended approval.

GENERAL PLAN REFERENCE:

- The proposed amendments relate to the City's management and conservation of municipal water resources and the provision of adequate water service to existing and future development.

CITY CODE REFERENCE:

- Enoch City Code Section 12.2400.2413 – Water Rights
- Enoch City Code Section 14.100.113 – Application for Water Connection.

PUBLIC NOTICE:

A public hearing was held in accordance with State and City requirements.

STAFF RECOMMENDATION:

Review the proposed changes and recommendations from the Planning Commission and City Water Board. Make any necessary changes for City Council Approval.

12.2400.2413 WATER RIGHTS

Enoch City Water Connection Policy

Enoch City has limited water rights. Enoch City provides culinary and irrigation water for residential, commercial, and industrial uses consistent with City ordinance. There are limited water rights in the Cedar City area, and these resources are shared by Enoch City, Cedar City, the Central Iron County Water Conservancy District, agriculture, private owners, and private water corporations.

Enoch City is experiencing sustained residential, commercial, and industrial growth, and growth necessitates acquisition of additional water rights.

The State of Utah Water Engineer has determined that the water rights in the Cedar Valley Aquifer have been fully appropriated and has closed the basin to future appropriation of water rights.

The State Engineer has studied the aquifer and determined the estimated safe yield for the groundwater basin is 21,000 acre-feet per year. The estimated current average depletion from the groundwater basin is 28,000 acre-feet per year. The average actual depletion must be reduced by 7,000 acre-feet per year to balance recharge and depletion amounts in this groundwater basin. To accomplish this goal, the State Engineer has instituted a Groundwater Management Plan (GMP).

A. Purpose

Any person who desires or is required to secure a new connection to the municipal water system shall file a written and signed connection application provided by Enoch City staff with the Water Department.

All property that has not previously deeded water rights shall be required to deed water rights either at the time the property subdivides or when the property applies for a building permit. For residential property, water rights shall be deeded at the time of subdivision. If a residential property has previously been subdivided and no water rights have been provided, then water rights shall be deeded upon the application for a building permit. For commercial or industrial property, water rights shall be deeded upon the application for a building permit.

Nothing in this ordinance shall require deeding of water rights when a building permit is pulled for repair, remodel, or expansion of a building that has already been granted a building permit, whether before or after the effective date of this ordinance.

This ordinance is intended to acquire water rights one time only. Nothing herein shall be construed to require a property that has previously complied with this ordinance to deed additional water rights.

B. Amount of Water Required

For property located in single-family housing zone designations, and for single-family dwellings located in any other zones, each unit shall be assessed:

- 0.88 acre-feet of Agricultural water, or

- 0.50 acre-feet of Municipal & Industrial (M&I) water.

For commercial and industrial properties, the water right requirement will be calculated based on the size of the water meter required to serve the proposed use on the property. If the water meter size is augmented solely for fire suppression purposes, then the water right will be calculated based on the size of the meter that would be required absent fire suppression needs.

Properties with Both Culinary & Secondary Water. Applicants seeking to approve properties, with a single-family unit, and with both Culinary and Secondary water meters are subject to the following:

- The Water Acquisition Fee & Water Right for a new water connection on such properties shall be equal to the value of a full acre foot, on such a property shall be as follows: .3 AF of Enoch City Water Right, corresponding to the culinary water, which are not transferable and shall remain with the property, and .7 AF of Enoch City Water Right, corresponding to the Secondary Water, which are not transferable and shall remain with the property.
- The Conservation Tier Schedule for such properties shall be permanently assigned as follows: The .3 AF of Culinary water shall be set at the Conservation Tier of "CUL," and subject to the corresponding "CUL" water rates. The Secondary water shall be set at the Conservation Tier of "SEC," and shall be subject to the corresponding SEC water rates. Properties in Enoch City with both a Culinary water meter and a Secondary water meter, will receive an Enoch City water bill separately designating the rates for each water meter.

C. Water Right Deed

Applicants may satisfy the City's water dedication requirement by deeding one of the following:

- Priority Water Right:
A water right with a **priority date on or before July 25, 1934.**
- Priority Water Right:
A water right with a **priority date after July 25, 1934, only if:**
It has **at least 10 years remaining before curtailment** under the State Engineer's Groundwater Management Plan for the Cedar City Valley Aquifer.
Water Acquisition Fee (Cash Payment Requirement for Non-Priority Rights)
 - For deeds involving Non-Priority Water Rights, a Water Acquisition Fee must be paid based on the appraised value of a one-acre-foot Priority Water Right (north of Highway 56, prefix 73, priority before July 25, 1934) **or in the water right prefix of 71**
 - The fee is calculated at 1% of the Priority Water Right's appraised value for each full year remaining before curtailment under the State Engineer's Plan. (See "Water Rights Acquisition Fee Chart 2022" below)
 Appraised values are updated by the City Council as needed, typically every six months.

Water Rights Acquisition Fee Chart 2022		
Water Priority Date	Suspension Date	% Value
~~Jan 10, 1966 - Dec 31, 1957~~	~~January 1, 2035~~	~~13%~~
Dec 30, 1957 - Dec 31, 1954	January 1, 2050	28%
Dec 30, 1954 - Dec 31, 1951	January 1, 2060	38%
Dec 30, 1951 - Dec 31, 1935	January 1, 2070	48%
Dec 30, 1935 - Jul 25, 1934	January 1, 2080	58%
July 25, 1934 - & Earlier	Not Suspended	100%

Note: Water rights that are expected to be curtailed within 10 years of the deed date **will not be accepted**.

Applicants must also provide:

- Proof of recent beneficial use
- Proof of ownership through a complete chain of title
- Payment of all costs associated with deeding and deeding the water right
- Water rights must originate from the **Cedar City Valley Drainage north of Highway 56** (water right prefix **73**) or in the water right prefix of 71

Basin-to-Basin Transfers Additional Requirements for Water Right Prefix 71

In addition to the general requirements of this Section C, a water right bearing prefix 71 that is conveyed to satisfy the City's water dedication requirement must be transferred across basins into the Cedar City Valley Drainage (Basin 73) before the City may put it to beneficial use, and is subject to the following additional conditions:

1. **Senior, Non-Curtailable Rights Only.** Only Basin 71 water rights that are senior water rights with no published curtailment date under the Groundwater Management Plan applicable to Basin 71, as determined by the State Engineer at the time of transfer, will be accepted. Junior or curtailment Basin 71 water rights, including any right subject to a published curtailment date under the applicable Groundwater Management Plan, will not be accepted. The City recognizes that curtailment priority-date cutoffs under the Groundwater Management Plan may shift over time based on hydrologic data, conservation, and growth; acceptance will be based on the priority-date cutoff in effect, as determined by the State Engineer, at the time the water right is proposed for transfer to the City.
2. **Basin-to-Basin Depletion Adjustment.** A transfer of water rights from Basin 71 to Basin 73 is subject to a depletion reduction ("haircut") set by the State Engineer to account for the aquifer and stream depletion effects of the basin-to-basin transfer. Any Basin 71 water right conveyed to satisfy the City's water dedication requirement must be conveyed in an amount sufficient, after application of the depletion reduction then in effect, to yield the full acre-footage otherwise required under this ordinance. This ordinance does not fix the depletion reduction as a set percentage; rather, the applicable rate is the rate then established by the State Engineer for a Basin 71-to-Basin 73 transfer (37.7% as of the adoption of this subsection), and will automatically adjust to reflect any subsequent State Engineer determination without requiring amendment of this ordinance.
3. **Agricultural-to-Municipal Conversion.** Where a Basin 71 water right proposed for conveyance is an agricultural right being converted to municipal use, any additional reduction associated with that agricultural-to-municipal conversion will be treated

consistently with the City's existing treatment of agricultural-to-municipal conversions of Basin 73 water rights, and is accounted for within the City's existing per-connection water right requirement (0.88 acre-feet of Agricultural water, or 0.50 acre-feet of Municipal & Industrial water, per single-family unit, as set forth in Section B above). No additional acre-footage or fee will be imposed on the person conveying the right on account of the agricultural-to-municipal conversion beyond what is already required under Section B.

4. Wholesale/Interconnect Dependency. The City does not currently own or operate the infrastructure necessary to physically withdraw or convey water rights from Basin 71. Acceptance of a Basin 71 water right, and the City's ability to place that right to beneficial use, is contingent on the availability of a wholesale, interconnect, or similar delivery arrangement with the Central Iron County Water Conservancy District, or another entity possessing the wells and infrastructure necessary to deliver Basin 71 water to the City's system. Nothing in this subsection obligates the City to accept a Basin 71 water right if no such delivery arrangement is available at the time of the proposed conveyance.

D. Process to Deed Water Rights

1. The Applicant shall submit a title report showing:
 - o Type of water right
 - o Ownership of the right
 - o Any liens or encumbrances
2. The Applicant shall provide a title insurance policy in an amount adequate to cover the appraised value of the water rights.
3. A deed and Deed Addendum conveying ownership of the water rights to Enoch City shall be completed and recorded by the City before approval of a building permit application.
4. If the water right is supplemental, recharge/recovery, or otherwise not a primary underground well source, the Applicant must obtain an approved change application from the State Engineer prior to subdivision or building permit approval, defining:
 - o Sole supply
 - o Established diversion and depletion limitations

E. Exemptions. The following are exempt from the Water Acquisition Fee.

1. Open space exemptions. If at the time of final plat approval, or pulling of a building permit, land is deeded to Enoch City as a dedicated street or for undeveloped open space, parks and recreation, or placed in a conservation easement that complies with the provisions of Title 57, Chapter 18, Sections 1 through 7, Utah Code Annotated, 1953 as amended, then that acreage is not subject to the requirements of this ordinance that mandate the deeding of water rights or payment of fees. Additionally, if land in a subdivision is to be held as common area and is undeveloped and/or unirrigated, then that land is not subject to the requirements of this ordinance that mandate the payment of Water Acquisition Fees.

2. Public lands exemption. If at the time of annexation, the annexed property is owned by the Bureau of Land Management or the U.S. Forest Service then that acreage is not subject to the requirements of this ordinance that mandate the deeding of water rights. This exception only applies to annexation and not when the property is platted as a residential subdivision or receives a building permit.
3. City Exemption. Enoch City is not required to deed water or pay a fee if the City develops land. A purchaser of property from the City will have to pay the Water Acquisition Fee to the City consistent with this ordinance.

F. Water Acquisition Fee Schedule and Tier System. An Applicant seeking approval of a single-family lot development must first designate a Conservation Tier and pay the corresponding Water Acquisition Fee with 88/1000 (.88) AF of Agriculture water right or 50/100 (.50) AF of Municipal & Industrial water right for each single-family lot. The selected Conservation Tier will establish the lot owner's expected water use, and the corresponding Water Acquisition Fee, and the resulting water rates.

1. The Water Acquisition Fee Schedule indicates the Water Acquisition Fee for each Conservation Tier that could be selected, as a percentage of a full, one-acre-foot, Priority Water Right, and the corresponding water use.
2. The Conservation Tier Schedule indicates the lot owner's expected water use and resulting water rate. Enoch City will, from time to time, change such water rates and penalties for each Tier.
3. Properties with Both Culinary & Secondary Water. Applicants seeking to approve properties with a single-family unit and with both Culinary and Secondary water meters are subject to the following. The Water Acquisition Fee for a new water connection on such properties shall be equal to the value of a full, one acre, Priority Water Right. However, the Enoch City Water Rights assigned to such a property shall be as follows: 30% of the AF of Enoch City Water Right, corresponding to the culinary water, which are not transferable and shall remain with the property, and 70% of the AF of Enoch City Water Right, corresponding to the Secondary Water, which are not transferable and shall remain with the property. The Conservation Tier Schedule for such properties shall be permanently assigned as follows: The 30% AF of Culinary water shall be set at the Conservation Tier of "CUL," and subject to the corresponding "CUL" water rates. The Secondary water shall be set at the Conservation Tier of "SEC," and shall be subject to the corresponding SEC water rates. Properties in Enoch City with both a Culinary water meter and a Secondary water meter, will receive an Enoch City water bill separately designating the rates for each water meter.

G. Multi-Residential Developments. Applicants seeking approval of a Multi-Residential Development must provide an engineered Annual Water Estimate, illustrating the total annual, acre-feet of water estimated to be used by the Development ("Annual Water Estimate"), to be reviewed and approved by Enoch City. The initial Water Acquisition Fee and Water Right and the subsequent water rate will be calculated based on this determination. For purposes of this Annual Water Estimate, the number of Multi-Residential Units should be multiplied by .3 acre-feet of water, and each sq/ft of proposed grass should be divided by 10,057, to derive the Development's Annual Water Estimate, in terms of Acre Feet (i.e.: a twenty-unit subdivision (20 units x .3 = 6AF) with 10,000 square feet of grass (10,000 sq/ft grass / 10,057 = .994AF) would have a 6.994AF Annual Water Estimate). The Water Acquisition Fee and Water Right will be determined by multiplying the Annual Water Estimate by the priority Water Right Value (i.e.: a Development with a 6.994AF Annual Water Estimate will pay 6.995 multiplied by the

Conservation MFD Tier, which is 100% of the appraisal Priority Water Right). The Development would subsequently pay for water at a rate of 6.994AF multiplied by the Tier 1 Rate (i.e. a MRD that is estimated to use 6.994AF of water annually will pay 6.994 times the Tier 1 Rate).

1. The Water Rights assigned to a Multi-Family Development will be assigned under the “MFD” Conservation Tier. These Water Rights are not transferable and must remain assigned to the Development. If any Multi-Family Development is ever found to use more water or have more square footage of grass than the Annual Water Estimate, that property will be required to pay an additional Water Acquisition Fee to address the extra water used.

H. Commercial, Industrial, and Manufacturing Developments. Applicants seeking approval for commercial, industrial, or manufacturing developments must provide an engineered Annual Water Estimate, illustrating the total, annual, acre feet of water estimated to be used for each lot, to be reviewed and approved by Enoch City. The initial Water Acquisition Fee with Water Right and the subsequent water rate will be calculated based on this determination. For purposes of this Annual Water Estimate, the engineer must determine the various uses and estimate the amount of water to be used for the property, including the proposed square footage of grass, which should be divided by 10,057, to derive the total annual, number of acre feet of water used for grass areas. The Water Acquisition Fee and Water Right will be determined by multiplying the Annual Water Estimate by the appraised Priority Water Right. The subsequent water rate will likewise be determined by multiplying the Annual Water Estimate by the Tier 1 Rate. The Water Rights assigned to a Commercial, Industrial, or Manufacturing lot will be assigned under the “Com” Conservation Tier. These Water Units are not transferable and must remain assigned to the property. If any Commercial, Industrial, or Manufacturing property is ever found to use more water or have more square footage of grass than the Annual Water Estimate, that property will be required to pay an additional Water Acquisition Fee with Water Right(s) to address the extra water used.

I. Institutional Properties. Applicants seeking approval of Institutional Developments, including schools, religious buildings, and other properties of nonprofit organizations, must present an engineered Annual Water Estimate, illustrating the total, annual acre feet of water estimated to be used for such property, to be reviewed and approved by Enoch City. The initial Water Acquisition Fee & Water Right and the subsequent water rate will be based upon this determination. For purposes of this Annual Water Estimate, the engineer must determine the various uses and estimate the amount of water to be used for the property, including the proposed square footage of grass, which should be divided by 10,057, to derive the total annual, number of acre feet of water used for grass areas. The Water Acquisition Fee & Water Right will be determined by multiplying the Annual Water Estimate by the appraised Priority Water Right. The subsequent water rate will likewise be determined by multiplying the Annual Water Estimate by the Tier 1 Rate. The Water Rights assigned to an Institutional property will be assigned under “INS” Conservation Tier. These Water Rights are not transferable and must remain assigned to the property. If any Institutional property is ever found to use more water or have more square footage of grass than the Annual Water Estimate, that property will be required to pay an additional Water Acquisition Fee with Water Right(s) to address the extra water used.

14.100.113 APPLICATION FOR WATER CONNECTION

Enoch City Water Connection Policy

Enoch City has limited water rights. Enoch City provides culinary and irrigation water for residential, commercial, and industrial uses consistent with City ordinance. There are limited water rights in the Cedar City area, and these resources are shared by Enoch City, Cedar City, the Central Iron County Water Conservancy District, agriculture, private owners, and private water corporations.

Enoch City is experiencing sustained residential, commercial, and industrial growth, and growth necessitates acquisition of additional water rights.

The State of Utah Water Engineer has determined that the water rights in the Cedar Valley Aquifer have been fully appropriated and has closed the basin to future appropriation of water rights.

The State Engineer has studied the aquifer and determined the estimated safe yield for the groundwater basin is 21,000 acre-feet per year. The estimated current average depletion from the groundwater basin is 28,000 acre-feet per year. The average actual depletion must be reduced by 7,000 acre-feet per year to balance recharge and depletion amounts in this groundwater basin. To accomplish this goal, the State Engineer has instituted a Groundwater Management Plan (GMP).

A. Purpose

Any person—other than a subdivider or developer seeking multiple connections—who desires or is required to secure a new connection to the municipal water system shall file a written and signed connection application provided by Enoch City staff with the Water Department.

All property that has not previously deeded water rights shall be required to deed water rights either at the time the property subdivides or when the property applies for a building permit. For residential property, water rights shall be deeded at the time of subdivision. If a residential property has previously been subdivided and no water rights have been provided, then water rights shall be deeded upon the application for a building permit. For commercial or industrial property, water rights shall be deeded upon the application for a building permit.

Nothing in this ordinance shall require deeding of water rights when a building permit is pulled for repair, remodel, or expansion of a building that has already been granted a building permit, whether before or after the effective date of this ordinance.

This ordinance is intended to acquire water rights one time only. Nothing herein shall be construed to require a property that has previously complied with this ordinance to deed additional water rights.

B. Amount of Water Required

For property located in single-family housing zone designations, and for single-family dwellings located in any other zones, each unit shall be assessed:

- 0.88 acre-feet of Agricultural water, or

- 0.50 acre-feet of Municipal & Industrial (M&I) water.

For commercial and industrial properties, the water right requirement will be calculated based on the size of the water meter required to serve the proposed use on the property. If the water meter size is augmented solely for fire suppression purposes, then the water right will be calculated based on the size of the meter that would be required absent fire suppression needs.

Properties with Both Culinary & Secondary Water. Applicants seeking to approve properties, with a single-family unit, and with both Culinary and Secondary water meters are subject to the following:

- The Water Acquisition Fee & Water Right for a new water connection on such properties shall be equal to the value of a full acre foot, on such a property shall be as follows: .3 AF of Enoch City Water Right, corresponding to the culinary water, which are not transferable and shall remain with the property, and .7 AF of Enoch City Water Right, corresponding to the Secondary Water, which are not transferable and shall remain with the property.
- The Conservation Tier Schedule for such properties shall be permanently assigned as follows: The .3 AF of Culinary water shall be set at the Conservation Tier of "CUL," and subject to the corresponding "CUL" water rates. The Secondary water shall be set at the Conservation Tier of "SEC," and shall be subject to the corresponding SEC water rates. Properties in Enoch City with both a Culinary water meter and a Secondary water meter, will receive an Enoch City water bill separately designating the rates for each water meter.

C. Water Right Deed

Applicants may satisfy the City's water dedication requirement by deeding one of the following:

- Priority Water Right:
A water right with a **priority date on or before July 25, 1934.**
- Priority Water Right:
A water right with a **priority date after July 25, 1934, only if:**
It has **at least 10 years remaining before curtailment** under the State Engineer's Groundwater Management Plan for the Cedar City Valley Aquifer.
Water Acquisition Fee (Cash Payment Requirement for Non-Priority Rights)
 - For deeds involving Non-Priority Water Rights, a Water Acquisition Fee must be paid based on the appraised value of a one-acre-foot Priority Water Right (north of Highway 56, prefix 73, priority before July 25, 1934) **or with a water right prefix of 71.**
 - The fee is calculated at 1% of the Priority Water Right's appraised value for each full year remaining before curtailment under the State Engineer's Plan. (See "Water Rights Acquisition Fee Chart 2022" below)
 Appraised values are updated by the City Council as needed, typically every six months.

Basin-to-Basin Transfers Additional Requirements for Water Right Prefix 71

In addition to the general requirements of this Section C, a water right bearing prefix 71 that is conveyed to satisfy the City's water dedication requirement must be transferred across basins into the Cedar City Valley Drainage (Basin 73) before the City may put it to beneficial use, and is subject to the following additional conditions:

1. **Senior, Non-Curtailable Rights Only.** Only Basin 71 water rights that are senior water rights with no published curtailment date under the Groundwater Management Plan applicable to Basin 71, as determined by the State Engineer at the time of transfer, will be accepted. Junior or curtailment Basin 71 water rights, including any right subject to a published curtailment date under the applicable Groundwater Management Plan, will not be accepted. The City recognizes that curtailment priority-date cutoffs under the Groundwater Management Plan may shift over time based on hydrologic data, conservation, and growth; acceptance will be based on the priority-date cutoff in effect, as determined by the State Engineer, at the time the water right is proposed for transfer to the City.
2. **Basin-to-Basin Depletion Adjustment.** A transfer of water rights from Basin 71 to Basin 73 is subject to a depletion reduction ("haircut") set by the State Engineer to account for the aquifer and stream depletion effects of the basin-to-basin transfer. Any Basin 71 water right conveyed to satisfy the City's water dedication requirement must be conveyed in an amount sufficient, after application of the depletion reduction then in effect, to yield the full acre-footage otherwise required under this ordinance. This ordinance does not fix the depletion reduction as a set percentage; rather, the applicable rate is the rate then established by the State Engineer for a Basin 71-to-Basin 73 transfer (37.7% as of the adoption of this subsection), and will automatically adjust to reflect any subsequent State Engineer determination without requiring amendment of this ordinance.
3. **Agricultural-to-Municipal Conversion.** Where a Basin 71 water right proposed for conveyance is an agricultural right being converted to municipal use, any additional reduction associated with that agricultural-to-municipal conversion will be treated consistently with the City's existing treatment of agricultural-to-municipal conversions of Basin 73 water rights, and is accounted for within the City's existing per-connection water right requirement (0.88 acre-feet of Agricultural water, or 0.50 acre-feet of Municipal & Industrial water, per single-family unit, as set forth in Section B above). No additional acre-footage or fee will be imposed on the person conveying the right on account of the agricultural-to-municipal conversion beyond what is already required under Section B.
4. **Wholesale/Interconnect Dependency.** The City does not currently own or operate the infrastructure necessary to physically withdraw or convey water rights from Basin 71. Acceptance of a Basin 71 water right, and the City's ability to place that right to beneficial use, is contingent on the availability of a wholesale, interconnect, or similar delivery arrangement with the Central Iron County Water Conservancy District, or another entity possessing the wells and infrastructure necessary to deliver Basin 71 water to the City's system. Nothing in this subsection obligates the City to accept a Basin 71 water right if no such delivery arrangement is available at the time of the proposed conveyance.

Water Rights Acquisition Fee Chart 2022		
Water Priority Date	Suspension Date	% Value
~~Jan 10, 1966 - Dec 31, 1957~~	~~January 1, 2035~~	~~13%~~
Dec 30, 1957 - Dec 31, 1954	January 1, 2050	28%
Dec 30, 1954 - Dec 31, 1951	January 1, 2060	38%
Dec 30, 1951 - Dec 31, 1935	January 1, 2070	48%
Dec 30, 1935 - Jul 25, 1934	January 1, 2080	58%
July 25, 1934 - & Earlier	Not Suspended	100%

Note: Water rights that are expected to be curtailed within 10 years of the deed date **will not be accepted**.

Applicants must also provide:

- Proof of recent beneficial use
- Proof of ownership through a complete chain of title
- Payment of all costs associated with deeding and deeding the water right
- Water rights must originate from the **Cedar City Valley Drainage north of Highway 56** (water right prefix **73**) or with a water right prefix of 71.

D. Process to Deed Water Rights

1. The Applicant shall submit a title report showing:
 - o Type of water right
 - o Ownership of the right
 - o Any liens or encumbrances
2. The Applicant shall provide a title insurance policy in an amount adequate to cover the appraised value of the water rights.
3. A deed and Deed Addendum conveying ownership of the water rights to Enoch City shall be completed and recorded by the City before approval of a building permit application.
4. If the water right is supplemental, recharge/recovery, or otherwise not a primary underground well source, the Applicant must obtain an approved change application from the State Engineer prior to subdivision or building permit approval, defining:
 - o Sole supply
 - o Established diversion and depletion limitations

E. Water Right Credit and Assignment Program

Water Right Credit and Assignment Program. Enoch City is authorized under the Utah State Constitution to accept and hold water rights in perpetuity for municipal water supply purposes and for the benefit of the public. To facilitate development within the City's water service area,

the City may enter into Water Right(s) Credit & Assignment Agreements with water right owners who convey water rights to the City. This program provides a mechanism for Owners to contribute water rights to the City's municipal supply in exchange for assignable development credits.

1. Conveyance of Water Right(s). The Owner shall convey acceptable Water Right(s) 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. Upon conveyance, the City shall hold such Water Right(s) in perpetuity in accordance with the Utah State Constitution, for municipal water supply purposes.
2. Grant of Assignment Credit(s). In consideration for the conveyance of Water Right(s) to the City under an Agreement, the City shall grant to the Owner the right to assign Water Right(s) credit for future development within the City's water service area.
3. Determination of Assignment Credit. The number of Assignment Credit(s) granted to an Owner shall be determined at the time the Water Right(s) are deeded to the City, in accordance with the City's then-current water right requirement per Equivalent Residential Connection (ERC) as established by ordinance or policy.
 - o One Assignment Credit shall generally be granted for each amount of water equal to the then-current ERC requirement.
 - o Partial credits may be issued on a pro-rata basis.
 - o Assignment Credits 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.
4. Assignment Process. The assignment of Assignment Credit(s) by the Owner (or the Owner's successor or assign) shall be affected by a notarized letter. This letter must clearly state:
 - o The exact amount of water right credit being assigned.
 - o The name of the recipient of the credit.
 - o The specific property or project receiving the credit.
 - o If applicable, any lien holder with an interest in the Assignment Right(s) shall provide their written consent in the same notarized letter.
5. City Review and Approval. The City shall approve assignments upon verification of the submitted documentation and compliance with all applicable City ordinances and policies.
6. Relationship to Other Water Acquisition Provisions. It is hereby clarified that Water Rights required and assigned to Multi-Family Developments, Commercial, Industrial, Manufacturing, or Institutional properties as part of their initial Water Acquisition Fee obligation, are not transferable and must remain assigned to that specific development or property. The Water Right Credit and Assignment Program, as described in this subsection (L), applies to Water Rights voluntarily contributed and accepted specifically for the purpose of being banked and assigned as credits by the Owner for future, unassigned development purposes.

**ENOCH CITY CORPORATION
ORDINANCE NO. 2026-10-7-C**

**AN ORDINANCE AMENDING ENOCH CITY CODE 12.2400.2413 WATER RIGHTS
AND 14.100.113 APPLICATION FOR WATER CONNECTION TO ALLOW THE
ACCEPTANCE OF WATER RIGHTS FROM WATER BASIN 71**

WHEREAS, Enoch City provides municipal water service to properties within the City and must maintain clear, consistent, and enforceable requirements for the water rights accepted in connection with that service; and

WHEREAS, the City's Code currently authorizes the City to accept water rights only from Water Basin 73; and

WHEREAS, the Central Iron County Water Conservancy District is developing a well in Water Basin 71 that, once operational, would allow water from that basin to be conveyed into the City's water system through an existing interconnect near Midvalley/Bulldog; and

WHEREAS, the Enoch City Water Board reviewed the proposed amendments and made a favorable recommendation to the City Council,

WHEREAS, the Enoch City Planning Commission held a public hearing on September 22, 2026 after notice as required by State law; and

WHEREAS, the Planning Commission discussed the matter and unanimously made a favorable recommendation for the ordinance amendments; and

WHEREAS, the proposed amendments are intended to protect the City from the future loss of usable value of accepted water rights, to ensure the City's water right requirements track determinations made by the State Engineer, and to support the adequate provision of water service to existing and future development; and

WHEREAS, the City Council finds it is in the best interest of Enoch City, after taking into consideration the public health, safety, and welfare of its citizens, and the future needs of Enoch City, that the Code of Revised Ordinances of Enoch City Sections 12.2400.2413 Water Rights and 14.100.113 Application for Water Connection be adopted as follows:

ENOCK CITY CORPORATION

VOTING:

Shawn Stoor Yes___ No___

David Harris Yes___ No___

Debra Ley Yes___ No___

Kimberlee Trower Yes___ No___

Jacob Miner Yes___ No___

Jim Rushton, Mayor

ATTEST:

SEAL:

Lindsay Hildebrand, City Recorder

ENOCH CITY COUNCIL MEMO

SUBJECT: Code Amendment to Permitted Uses in the MXR-18 Zone

FOR CONSIDERATION ON: October 7, 2026

PETITIONER: Enoch City Staff

ACTION REQUESTED BY PETITIONER: Approval of Proposed Code Amendment.

Review Type: Legislative

BACKGROUND INFORMATION:

Enoch City is proposing to remove Item N (Single-family mobile homes on individual lots, constructed on a permanent foundation) from the permitted uses listed in Section 12.1700.1702. The current language specifically identifies single-family mobile homes on individual lots, constructed on a permanent foundation, as a permitted use.

The City has separate requirements in Enoch City Code Section 12.300.321, Supplementary Dwelling Standards, that establish standards for dwellings placed on individual lots outside of a mobile home park or subdivision. Under Subsection G, the primary dwelling must be at least 20 feet wide at the narrowest point of its first story. Factory-built or manufactured homes must consist of multiple transportable sections that are at least 10 feet wide to meet this requirement.

Under the current code, although Item N identifies single-family mobile homes as a permitted use, a mobile home that does not meet the dimensional requirements established in Section 12.300.321(G) could not be placed on an individual lot in compliance with the City's development standards

The proposed amendment is intended to remove the specific mobile-home use from the permitted-use table and rely on the City's existing supplementary dwelling standards to establish the applicable requirements for factory-built and manufactured homes. This would help avoid having separate or potentially conflicting provisions addressing the same type of dwelling.

GENERAL PLAN REFERENCE:

- The proposed amendment relates to the City's regulation of residential development and standards for single-family dwellings.

CITY CODE REFERENCE:

- Section 12.1700.1702 – Permitted Uses
 - Proposed amendment: Remove Item N, “Single-family mobile homes on individual lots, constructed on a permanent foundation.”
- Section 12.300.321 – Supplementary Dwelling Standards

- Subsection (G) establishes dimensional and construction standards applicable to dwellings placed on individual lots outside of a mobile home park or subdivision.

PUBLIC NOTICE:

A public hearing was held during the review by the Planning Commission on September 22nd, 2026.

STAFF RECOMMENDATION:

Review the proposed code amendment and make any changes required for the Council to approve.

12.1700.1702 PERMITTED USES

- A. Accessory uses and buildings customarily incidental to the permitted use, not to exceed 20% of the land.
- B. Agriculture; tilling of the soil, the raising of crops, horticulture and gardening.
- C. Animals and fowl for recreation or family food production for the primary use of persons residing on the premises, or lot(s) contiguous to the lot on which the primary dwelling exists.
- D. Household pets.
- E. Public building.
- F. Public cemetery.
- G. Public church.
- H. Public park or playground.
- I. Public school.
- J. Public utilities, essential services.
- K. Single-family dwellings.
- L. Single-family dwellings with an Internal Accessory Dwelling Unit (IADU).
- M. Single-family dwellings with an External Accessory Dwelling Unit (EADU).
- ~~N. Single-family mobile homes on individual lots, constructed on a permanent foundation.~~
- O. Solar energy system, which provides energy for private use, provided that requirements under Section 12.1000 of this Ordinance are met.
- P. Other uses similar to the above may be recommended by the Planning Commission and judged by the City Council to be in harmony with the character and intent of this zone.

**ENOCH CITY CORPORATION
ORDINANCE NO. 2026-10-7-D**

**AN ORDINANCE AMENDING ENOCH CITY CODE 12.1700.1702 PERMITTED USES
IN THE MXR-18 ZONE**

WHEREAS, Enoch City regulates the uses allowed in each of its zoning districts, including the MXR-18 zone; and

WHEREAS, the City Council has determined that the permitted uses in the MXR-18 zone should not include modular homes and

WHEREAS, the Enoch City Planning Commission held a public hearing on September 22nd, 2026 after notice as required by State law; and

WHEREAS, the Planning Commission discussed the matter and made a favorable recommendation for the ordinance amendments; and

WHEREAS, the City Council finds it is in the best interest of Enoch City, after taking into consideration the public health, safety, and welfare of its citizens, and the future needs of Enoch City, that the Code of Revised Ordinances of Enoch City Section 12.1700.1702 Permitted Uses in the MXR-18 Zone be adopted as follows:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of Enoch City that Section 12.1700.1702 Permitted Uses in the MXR-18 Zone is amended as recommended above. This Ordinance was voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 7th day of October 2026. It shall take effect immediately after signing by the Mayor and City Recorder.

DATED this 7th day of October 2026

ENOCH CITY CORPORATION

VOTING:

Shawn Stoor	Yes___ No___
David Harris	Yes___ No___
Debra Ley	Yes___ No___
Kimberlee Trower	Yes___ No___
Jacob Miner	Yes___ No___

Jim Rushton, Mayor

ATTEST:

SEAL:

Lindsay Hildebrand, City Recorder

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Mayoral Proclamation “Lights On Afterschool Day,” October 22, 2026

FOR CONSIDERATION ON: October 7, 2026

PETITIONER: Iron Kids

ACTION REQUESTED BY PETITIONER: Proclaim October 22, 2026, as “Lights On Afterschool Day” in Enoch City.

REVIEW TYPE: Ceremonial / Administrative Mayoral Proclamation

BACKGROUND INFORMATION:

Lights On Afterschool is a national celebration of afterschool programs, held this year on Thursday, October 22, 2026. The event highlights the importance of quality afterschool programs for children, families, and communities. Iron Kids, a local afterschool and summer program whose stated mission is “to forge strong minds and hearts in children through engaging afterschool and summer programs,” has asked that the City recognize the day through a mayoral proclamation.

The attached proclamation recognizes that quality afterschool programs provide safe and engaging learning experiences, support working families, help address school absenteeism and learning loss recovery, and build stronger communities by involving students, parents, businesses, and volunteers in the lives of young people. The proclamation cites a return on investment of at least \$3 saved for every \$1 invested in afterschool programs, and notes that for every child in a program, four are waiting to get in.

The proclamation is ceremonial. It does not obligate the City to fund, operate, or administer any program, and staff anticipates no fiscal impact. The closing resolution commits the City to “engage in innovative afterschool programs and activities” in general terms only; any future City involvement, partnership, or expenditure would be brought back to the Council separately for consideration.

GENERAL PLAN REFERENCE:

- Not applicable. This is a ceremonial item and does not involve a land use, zoning, or development action.

CITY CODE REFERENCE:

- Not applicable. No City Code section governs or is affected by this proclamation.

PUBLIC NOTICE:

This item will be posted on the Council agenda in accordance with the Utah Open and Public Meetings Act (Utah Code Title 52, Chapter 4). No additional public notice is required for a ceremonial proclamation.

STAFF RECOMMENDATION:

Staff recommends that the Mayor and City Council proclaim October 22, 2026 as “Lights On Afterschool Day” in Enoch City, as outlined in the attached proclamation.

ENOCH LIGHTS ON AFTERSCHOOL MAYORAL PROCLAMATION

WHEREAS the citizens of Enoch stand firmly committed to quality afterschool programs and opportunities because they:

- Provide safe and engaging learning experiences that help children realize their full potential and support their academic growth and well-being.
- Support working families by ensuring their children are safe and productive when they are out of their classrooms.
- Help address key issues in our city such as school absenteeism, learning loss recovery, and workforce development.
- Build stronger communities by involving students, parents, businesses, and volunteers in the lives of young people.
- Provide a solid return on investment. Every \$1 invested in afterschool programs saves at least \$3 by increasing kids' earning potential; improving their performance at school; and reducing crime and juvenile delinquency.

WHEREAS, afterschool programs provide critical support for children and youth, offering them new experiences and opportunities, along with hands-on learning, that help them learn and grow. Youth who attend afterschool programs attend school more often, do better in school, and gain important work and life skills. These supports are especially important today.

WHEREAS the City of Enoch is committed to the education and well-being of our youth and recognizes that quality afterschool programs prepare our children to become successful adults and help our communities thrive.

WHEREAS Lights On Afterschool, the national celebration of afterschool programs held this year on October 22, 2026, promotes the importance of quality afterschool programs for our children, families, and communities.

WHEREAS the demand for afterschool programs continues to grow; for every child in a program, four are waiting to get in.

WHEREAS many afterschool programs face operating challenges so severe that they are forced to consider closing their doors and turning off their lights.

WHEREAS the City of Enoch is committed to providing expanded learning opportunities that help our children learn, grow, and develop the skills essential for success in life and work.

THEREFORE, BE IT RESOLVED that I, Mayor Jim Rushton, do hereby proclaim October 22, 2026, "Lights On Afterschool Day" AND BE IT FURTHER RESOLVED that this Mayor

enthusiastically endorses Lights On Afterschool and commits our city to engage in innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.



Our Mission

To forge strong minds and hearts in children through engaging afterschool and summer programs.

Our Vision

We envision confident, courageous children who take on challenges, lead with integrity, and inspire positive change in the world.

Academic Support

Daily homework & tutoring to support school performance.

Physical Activity

Daily to help kids maintain good physical health.

Social Emotional Learning

Evidence based Positive Action lessons three times per week.

Enrichment & STEM

Hands on intentional enrichment and STEM activities and lessons.

Caring Mentorship

Caring staff that create meaningful relationships with participants.

Use the QR code
to visit our
donation page.



Why It Matters

- **Develop life skills** through creative & interactive learning
- **Boosts academic success** through homework/reading support
- **Build stronger community** by helping kids become confident, resilient & connected
- **Safe supervision** during high risk afterschool hours
- **Support families** with high-quality care

“As a mother who works, it makes me feel much better knowing my kids are out doing something fun with people I trust and friends they enjoy.”

“It's a great program and helps the kids develop more social skills as well as expand on the educational aspect in a fun way. We love the afterschool program and my kids love going to it!”

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Proposed Sick Leave Donation Policy – Employee Policy Manual

FOR CONSIDERATION ON: October 7th, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review and consider the proposed addition of a sick leave donation program & Probationary period extension to the Employee Policy Manual.

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

Staff proposes adding a sick leave donation program to page 49 of the Employee Policy Manual. The proposed policy would allow employees to voluntarily donate accrued sick leave to another City employee experiencing a serious illness or injury for them or an immediate family member requiring an extended absence from work.

Under the proposed language, an employee donating leave must retain at least 40 hours of accrued sick leave after the donation and may donate up to 30 hours per donation. The receiving employee must have exhausted their own available accrued sick leave before using donated hours.

The receiving employee may receive up to 120 hours of donated sick leave per qualifying event. Any additional donated hours beyond that limit would require approval at the discretion of the receiving employee's Department Head and the City Manager. All donations must be approved by the donating employee's Department Head and the City Manager before the transfer. Participation would be voluntary, and donated leave would remain subject to the applicable sick leave restrictions and requirements in the Employee Policy Manual.

A cleanup for the probationary period is also included, extending the probationary period to six months.

GENERAL PLAN REFERENCE:

- N/A

CITY CODE REFERENCE:

- N/A

PUBLIC NOTICE:

A public hearing is not required for this agenda item Review.

STAFF RECOMMENDATION:

Staff recommends that the City Council review the proposed sick leave donation policy & extension of the probationary period for new hires and consider approval of the amendment to the Employee Policy Manual, subject to any revisions directed by the Council and review for consistency with applicable law and existing City policies.

ENOCH CITY PERSONNEL POLICIES AND PROCEDURES MANUAL

Revised August 2026

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ARTICLE I

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of Enoch City to provide Equal Employment Opportunity to all employees and applicants for employment without regard of race, color, religion, sex, or national origin, and to base all employment decisions so as to further this principle of Equal Employment Opportunity. To this end, Enoch City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, or veteran's status, and will ensure that applicants are employed and employees are treated during employment without regard to these characteristics. All employment activities including, but not limited to, hiring, promotion, demotion, transfer, recruitment, advertising, discipline, layoff, termination, compensation, and training, shall be conducted without regard to race, color, religion, sex, or national origin. This institution is an equal opportunity provider and employer.

ARTICLE II

AFFIRMATIVE ACTION POLICY

SECTION I - ASSIGNMENT OF RESPONSIBILITIES

Ultimate responsibility for implementation of the Equal Employment Opportunities Policy rests with Enoch City's Mayor and City Council. Equal Employment directives issued by the City Council will be carried out under the immediate direction of the City Manager.

SECTION II - EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The Mayor and City Council of Enoch City hereby appoints the City Manager the Equal Employment Opportunity Officer.

SECTION III - DUTIES OF THE EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Under general direction from the Mayor and City Council, the Equal Employment Opportunity Officer will perform some or all of the following types of duties:

1. As assigned, conduct surveys, research legislation and legal cases in the area of equal employment, and report findings to the City Council.
2. Distribute updated EEO literature and posters and assure display of instructions as required by the federal and state laws.
3. Perform liaison duties with affiliated state, federal, and local governmental agencies to ensure effective coordination of effort.
4. Promote equal opportunity concept as stipulated in various provider contracts with the City.
5. Perform other duties as assigned.

SECTION IV - DISSEMINATION OF POLICY

Enoch City will issue policy statements concerning non-discrimination and equal employment to all employees and sub-contractors to give them knowledge of the laws and basic ideas related to equal employment opportunity. Enoch City will display conspicuously and continuously a poster indicating that discrimination on the basis of gender, race, color, national origin, handicap status, age, or religion is prohibited by state and federal laws as well as Enoch City policy.

Sub-contractors will be informed that all information dissemination should affirm the commitment to equal employment and that procedures utilized in the selection of employees should not be discriminatory.

All advertisements for prospective employment with Enoch City will include the phrase "Equal Opportunity Employer."

SECTION V - DISCRIMINATION COMPLAINT PROCEDURE

A "Discrimination Complaint" shall refer to an alleged violation of the following:

1. The Age Discrimination Act of 1967 as amended, prohibiting employment discrimination on the basis of age.

2. The Rehabilitation Act of 1973 as amended, prohibiting employment discrimination on the basis of handicapped status.
3. Title VII of the Civil Rights Act of 1964 as amended prohibiting employment discrimination on the basis of sex, race, color, national origin, or religion.

The initial step in a Discrimination Complaint is informal. Notification shall be made in writing to the Equal Employment Opportunity Officer for Enoch City. If the issue is resolved at this level, all parties involved shall sign the statement describing the complaint and the resolution.

If a satisfactory agreement is not reached, the grievant shall file the statement with the Equal Employment Opportunity Officer, requesting a formal investigation. At the next regularly scheduled City Council meeting, after receipt of the formal discrimination complaint, the City Council shall complete an investigation and report. The Report of Findings shall contain three sections:

1. Statistical analysis of the City's utilization of the affected class, e.g., women, by job category. If salary discrepancies are a salient issue, salary analysis may be included.
2. Description of the City's affirmative action efforts. This would include the City's contribution to EEO coordinating council activities, its development of policy and goals and its efforts to meet goals and timetables set forth by EEO policy statements.
3. Analysis of complaints and conclusions. Conclusions will be based on an analysis of the facts available to all parties. Two issues are critical in determining whether or not discrimination has occurred:
 - a. What is the City's general profile in regards to the treatment of the alleged protected class?
 - b. If the complaining party was not a member of a protected class would he/she have received the same treatment?

If a satisfactory agreement is not reached between the grievance and the City Council, the Equal Employment Officer shall send the formal discrimination complaint, along with the Report of Findings compiled by the City Council to the Anti-Discrimination Division of the Utah State Industrial Commission for their conclusions and recommendations.

The decision of the City Council will be binding from Enoch City's point of view. Conclusions and recommendations shall be final within Enoch City.

Each employee has the right to have a complaint reviewed without fear of retaliation, recrimination, or harassment. Likewise, any employee involved as a party of interest in the procedures is to be protected from reprisal or recrimination.

The Report of Findings shall in no way limit any party's right to utilize procedures provided by the State Anti-Discrimination, E.E.O.C., or the courts. Likewise, lack of a Report does not limit a grievant's right to utilize other investigatory and enforcement bodies. A copy of the findings shall be given to the complainant, the Mayor, and the City Council.

If the complaint is subsequently filed elsewhere, a copy of the Report of Findings will be made available to the employing agency and to relevant representatives of the investigatory agencies.

If a discrimination complaint is not received by the complaining employee directly, but rather from an investigatory agency, such as the Anti-Discrimination Division of the Utah State Industrial Commission, Enoch City will comply with any procedures required by the investigatory agency. (Rev. 3-7-12)

ARTICLE III

POLITICAL PROHIBITIONS POLICY

Purpose

To ensure that public resources are not used for political campaigning and that employees' rights to political expression are respected.

Federal and State Authority

1. **Hatch Act.** The federal Hatch Act (5 U.S.C. § 1502 et seq.) applies only to those employees designated by federal law.
2. **State Election Law.** All employees, whether covered by the Hatch Act or not, are prohibited from using municipal time, facilities, equipment, or supplies for any partisan political activity. (Utah Code § 20A-11-201 et seq.)

SECTION I - PROVISIONS

The following provisions will be adhered to:

1. No elected official, appointed official, or employee of this organization shall use official authority or influence for the purpose of interfering with an election or affecting the results thereof.
2. No officer or employee covered by the personnel system, while in a pay status, shall be a city officer in any political party organization, or in any citywide political campaign.
3. No employee shall hold a partisan public office or have conflicting employment while in the employ of this organization. Determination of such conflict shall be made by the Mayor and City Council.
4. No officer or employee covered by the personnel system shall be a candidate for any political office, except that upon proper application and approval, an officer or employee may be granted leave of absence, without loss of position, to participate in a political campaign, either as an officer or as a candidate; however, time spent during such political leave shall not be counted for employment purposes as being in service.
5. No officer or employee covered by the personnel system may engage in any political activity during the hours of employment, nor shall any person solicit political contributions from employees during hours of employment, or through organization facilities, nor in any manner impose assessments on employees for political purposes. However, nothing in this section shall preclude voluntary contributions by an employee to the party of the employee's choice.

6. Partisan political activity, to the extent allowed in this section, shall not be a basis for employment, promotion, demotion, or dismissal.
7. No questions in any form or application or in any examination shall be so framed as to elicit information concerning the political or religious opinions or affiliations of any applicant, nor shall any inquiry be made concerning such opinions or affiliations.
8. No discriminations shall be exercised, threatened, or promised by any person against or in favor of any applicant, or employee, because of a political or religious opinion or affiliation, race, color, or national origin, or by reason of a refusal to pay, lend, or contribute any part of such person's salary or compensation or anything else of value to any party, committee, organization, agency, or person for political purposes.
9. No recommendation of any applicant or employee, involving a disclosure of political or religious opinions or affiliations, shall be considered or filed by the departments, or any officer or employee concerned in making appointments or promotions.
10. Any officer or employee who is found by the Mayor and City Council, following consultation with the individual department head and after appropriate hearing, to have violated any part of this section shall be guilty of a violation of these policies and such employee's services may be terminated; and the employee may be prevented from being considered for any service for a period of three years.
11. Nothing contained herein shall be construed to permit partisan political activity by any employee who is prevented or restricted from engaging in such political activity by the provisions of the Federal Hatch Act.

SECTION II - AMENDMENTS

1. Amendments to these regulations shall be promulgated by the Mayor.
2. Sections, subsections, or parts of these regulations found, after appropriate hearing with representatives of the agencies concerned, not to be in conformity with approved federal and state standards and laws, shall not nullify nor affect the application of the remaining sections, subsections, or parts of these regulations.

ARTICLE IV

RECRUITMENT, HIRING, AND APPOINTMENT

SECTION I - POLICY

The Mayor and City Manager shall act as the principal administrative officers of the central staff. The Mayor and City Manager may organize the central staff into such departments or groupings, as they may consider necessary to efficiently perform the activities of the City. Furthermore, it will be policy to recruit, select, and advance employees on the basis of their relative ability, knowledge, and skills including open consideration of qualified applicants for initial appointment. Department heads may participate as subject matter experts and together with the Mayor, City Council and City Manager shall make final selection and appointments from a ranked list of applicants. The Mayor and City Council may delegate this authority to the City Manager. (Amended 7-18-07) The Mayor and City Manager shall have the prime responsibility for operating a positive personnel management program. This program shall include the following elements:

1. Establishment and maintenance of a salary schedule.
2. Examination and approval of all requests for personnel, the authorization of all new positions, and the filling of all vacancies.
3. Training employees, as needed, to assure high quality performance.
4. The Mayor and City Manager, in close cooperation with individual department heads, will analyze the need for each existing position, conduct wage studies, review appointments, propose new positions in compliance with established personnel policies, develop a standard code for disciplinary actions, and establish grade allocations.
5. The Mayor and City Manager, in close cooperation with individual department heads, shall have primary responsibility for developing job classification standards, recruiting qualified personnel, preparing and validating examinations, scoring and determining the reliability of examinations, and certifying names there from, and maintaining central personnel files.

SECTION II - HIRING FOR NEW AND VACANT POSITIONS

1. General Hiring Authority
 - a. The Mayor and City Manager shall approve the advertising and filling of vacant positions and shall approve the creation and recruitment of new or additional positions when operational needs, community growth, service demands, and authorized funding warrant additional staffing.
 - b. The department head responsible for the position shall oversee and lead the recruitment, interview, and selection process. The department head may involve the supervisor responsible for the position and other individuals as appropriate.
 - c. The Mayor and City Manager may participate in any stage of the hiring process as deemed necessary.
 - d. Final hiring decisions shall be made in accordance with City policy and applicable approval requirements.
2. Recruitment and Position Authorization
 - a. Position Vacancy or Request for New Position. When a vacancy occurs or a department identifies the need for a new or additional position, the department head shall submit a request to the Mayor and City Manager. The request shall include the position title, current or proposed job description, justification for the position, and any budgetary information required by the City.
 - b. Authorization to Recruit. Upon review of the request, the Mayor and City Manager shall determine whether the position may be filled or, in the case of a new or additional position, whether creation of the position and recruitment are authorized.
 - c. Internal Recruitment and Promotion. Whenever practical, vacancies shall first be posted internally to provide employees with opportunities for advancement. The City encourages promotion from within and shall consider qualified employees based on merit, qualifications, performance, and the needs of the organization. Vacancies should be filled by promotion whenever doing so is in the best interest of the City and a qualified internal candidate is available.
 - d. External Recruitment. If internal recruitment does not produce a qualified candidate, or if the Mayor, City Manager, or department head determines that external recruitment is in the City's best interest, the position may be advertised to

the public. External applications shall be accepted for a minimum of seven (7) calendar days unless otherwise authorized.

3. Application Review and Candidate Selection

- a. Review of Applications. The department head, and when appropriate the supervisor responsible for the position, shall review applications and determine which applicants meet the minimum qualifications for the position. The Mayor and City Manager may participate in the review process as appropriate.
- b. Evaluation of Applicants. Examination results from Job Service or other recognized governmental agencies may be considered when applicable. Qualified applicants shall be evaluated using a consistent and job-related assessment of education, experience, knowledge, skills, abilities, certifications, and other qualifications relevant to the position.
- c. Conditional Offer of Employment. All offers of employment with Enoch City Corporation are conditional and contingent upon the applicant satisfactorily completing all applicable pre-employment requirements, including:
 - i. Criminal Background Check. The applicant must satisfactorily complete a criminal history background check, which may include state (BCI) and/or federal records, as applicable to the position. The City will consider the nature and gravity of any offense, the time elapsed since the offense or completion of sentence, and the nature of the position sought when determining suitability for employment.
 - ii. Drug and Alcohol Testing. The applicant must satisfactorily pass any required pre-employment drug and alcohol testing administered in accordance with City procedures. A confirmed positive result, refusal to test, or attempt to tamper with or substitute a specimen may result in withdrawal of the conditional offer.
 - iii. Employment Eligibility Verification. The applicant must complete all required employment eligibility verification documents, including Form I-9, and provide documentation establishing authorization to work in the United States.
 - iv. Driver License Requirements. Applicants for positions requiring the operation of a motor vehicle as an essential job function must possess and maintain a valid driver license appropriate for the position.
 - v. Additional Requirements. The City may require additional job-related examinations, certifications, medical evaluations, reference checks, driving record reviews, or other screening procedures as permitted by law and appropriate for the position.
- d. Completion of Pre-Employment Requirements. No applicant shall begin employment until all required pre-employment conditions have been satisfactorily completed. Failure to satisfy any required condition, or discovery that an applicant provided false, misleading, or incomplete information during the hiring process, may result in withdrawal of the conditional offer or termination of employment.
- e. Personnel Action Forms and Employment Records. Upon approval of a new hire, the City Treasurer or designated administrative staff shall prepare all required personnel action forms and employment records necessary to complete the hiring

process. These records shall be maintained in accordance with applicable laws, City policy, and record retention requirements.

4. **Volunteers**

- a. **Volunteers Representing the City.** Any volunteer who represents Enoch City while wearing City-issued insignia, uniforms, identification, or otherwise acting in an official capacity on behalf of the City shall be reviewed and approved by the City Manager and the department head responsible for the volunteer assignment prior to beginning service. The Mayor may be consulted and may participate in the review and approval process as appropriate.
- b. **Volunteer Requirements.** The City may require volunteers to complete applications, background checks, training, waivers, or other screening requirements as deemed appropriate based on the nature of the volunteer assignment and the level of interaction with City property, personnel, or the public.
- c. **Volunteer Status.** Volunteers serve at the discretion of the City and may be removed from service at any time.

SECTION III - TYPE OF EMPLOYEES

All employees will be classified in one of the following categories:

1. **Seasonal Employees** engaged in work full-time or part-time with the understanding that their employment will be terminated at the completion of a specific project or at the end of up to 120 days. Such employees do not qualify for employee benefits.

2. **Part-Time Employees-** Employees hired or appointed to work fewer than 25 hours per week on a regular basis. They are required to have set hours. Such employees do not qualify for benefits.

3. **Full time Employees-** Employees hired or appointed to work at least 32 hours per week on a regular basis. Such employees qualify for retirement and health insurance benefits starting the first day of actual work.

4. **Full-time Salaried Employees-** Employees hired or appointed to work a full-time schedule consistent with the needs of the position and organizational expectations. Salaried employees are expected to fulfill the responsibilities of their position and work the hours necessary to meet operational requirements, which at a minimum reflect full-time employment. Such employees qualify for retirement and health insurance benefits beginning the first day of actual work.

5. **Variable Employee-** Employees hired without any set hours, who work to cover a particular City assignment. Some weeks may work more than 30 hours, other weeks may work no hours, but shall not work to exceed an average of 25 hours per week. Such employees do not qualify for benefits.

6. **Volunteer** - A person who agrees and offers his/her services without compensation in benefits or wages. The services will not confer on him/her the status of a city employee. The individual donating time or services is entitled to any benefits covered by the Utah Local Governments Trust Workers' Compensation Insurance.

7. **Appointed Volunteer** - Persons appointed by the Mayor with the advice and consent of the city council, to sit on boards, commissions, or committees of the city. The Mayor and City Council may fix per diem compensation for the members of the planning commission and any boards based on necessary and reasonable expenses and on meetings actually attended.

Otherwise, service is without compensation or benefits. Appointed volunteers are officially designated "Tier 2 part-time ineligible" per Utah Code.

8. **Elected Officials** - Persons elected as members of the governing body or appointed to fill any vacant office. These persons receive compensation as approved by the City Council, but do not qualify for any employee benefits. Exceptions include the Mayor, who may choose the compensation of 60% of the health insurance premium or inclusion in health insurance. Elected Officials are officially designated "Tier 2 part-time ineligible" per Utah Code.

SECTION IV - PROBATIONARY PERIOD

All employees are required to serve at least a ~~six-month~~ **ninety (90) day** probationary period. This period is designed to acquaint the new employee with the position and allow the supervisor to measure fairly the employee's ability and attitude for the job. ~~The City reserves the right to extend this probationary period at its discretion if additional time is needed to evaluate the employee's performance. The extended probationary period shall be at the discretion of the employees immediate supervisor and shall not exceed an additional ninety (90) days.~~ If an employee's performance is inadequate, the employee may be terminated at any time during this period without recourse of appeal unless discrimination is alleged. Full-time employees qualify for health insurance and retirement benefits starting the first day of actual work.

SECTION V - ANTI-NEPOTISM

General Provisions: Employment and supervision of relatives in public organizations is prohibited. However, a few exceptions to this general rule have been codified.

Definitions:

For purposes of this section:

"Appointee" means an employee whose salary, wages, pay, or compensation is paid from public funds.

"Chief administrative officer" means the person who has ultimate responsibility for the operation of Enoch City.

"Household member" means a person who resides in the same residence as the public officer

"Public officer" means all elected or appointed officers of Enoch City who occupy policy-making posts.

"Public employee" means a person who is not a public officer who is employed on a full, part-time, or contract basis by Enoch City.

"Relative" means a father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

Specific Provisions:

1. No public officer or public employee may employ, appoint, or vote for or recommend the appointment of a relative in or to any position or employment, when the salary, wages, pay, or compensation of the appointee will be paid from public funds or the appointee will be directly supervised by a relative, except for the following reasons:
 - a. The person is eligible or qualified to be employed by a department of Enoch City as a result of his compliance with civil service laws or regulations, or merit system laws or regulations;
 - b. The individual will be compensated from funds designated for vocational training;
 - c. The individual is a volunteer as defined by the employing organization;
 - d. The individual is the only person available, qualified, or eligible for the position; or
 - e. The chief administrative office determines that the public officer or public employee is the only person available or best qualified to perform supervisory functions for the appointee.
2. No public officer or public employee may directly supervise an appointee who is a relative when the salary, wages, pay, or compensation of the relative will be paid from public funds, except under the following conditions:
 - a. The relative was appointed or employed before the public officer assumed his position;
 - b. The individual is eligible or qualified to be employed by a department of Enoch City as a result of his compliance with civil service laws or regulations, or merit system laws or regulations;
 - c. The individual will be compensated from funds designated for vocational rehabilitation or training;
 - d. The appointee is a volunteer as defined by the employing organization;
 - e. The appointee is the only person available, qualified, or eligible for the position; or
 - f. The chief administrative officer determines that the public officer or public employee is the only person available or best qualified to perform supervisory functions for the appointee.
3. When a public officer or public employee supervises a relative under the above circumstances:
 - a. The public officer or public employee shall make a complete written disclosure of the relationship to the chief administrative officer; and
 - b. The supervising officer must file a written disclosure within five (5) business days with the Municipal Officers' and Employees' Ethics Commission. The disclosure must include:
 - i. Names and relationship of the parties
 - ii. Exception invoked and justification
 - iii. Position title and compensation
 - c. The public officer or public employee who exercises authority over a relative may not evaluate the relative's job performance or recommend salary increases for the relative.
 - d. A copy of each disclosure must be retained in the appointee's personnel file for at least three years.

4. No appointee may accept or retain employment if he/she is paid from public funds, and is under the direct supervision of a relative, except for the following reasons:
 - a. The relative was appointed or employed before the public officer assumed his position, if the relative's appointment did not violate the provisions of this chapter in effect at the time of his appointment;
 - b. The appointee was or is eligible or qualified to be employed by the Enoch City as a result of his compliance with civil service laws or regulations, or merit system laws or regulations;
 - c. The appointee is the only person available, qualified, or eligible for the position;
 - d. The appointee is compensated from funds designated for vocational training;
 - e. The appointee is a volunteer as defined by the employing entity; or
 - f. The chief administrative officer has determined that the appointee's relative is the only person available or qualified to supervise the appointee.

ARTICLE V

EMPLOYMENT CONTRACTS

SECTION I - EMPLOYMENT-AT-WILL POLICY

The employment relationship is terminable at-will of either the employee or Enoch City, at any time, with or without cause, and with or without notice. No employee, officer, agent or other representative of Enoch City has any authority to enter into any agreement for employment for any specified period of time or to make any agreement or representation, verbally or in writing, which alters, amends, or contradicts the foregoing provisions. Any exceptions to this policy of "at will" employment must be expressly authorized in writing by the Mayor of Enoch City.

SECTION II - PERSONNEL MANUAL DISCLAIMER

Enoch City's Personnel Manual is not for use or disclosure outside except by written approval of the Mayor. Managers and supervisors should be aware of the following policies and disclaimers.

1. Any agreement between Enoch City and an employee whose purpose is to create an employment contract must be in writing and must be signed by the Mayor or when delegated, by the City Manager. (Amended 7-18-07)
2. Enoch City reserves the right to unilaterally modify, delete or add to the personnel policies contained herein, at any time. Such modifications may be made by the City Manager and Police Chief and only with the concurrence of the Mayor.
3. No statement in the Personnel Manual or any other personnel policy manual published by Enoch City should be construed to grant any employee an employment contract of fixed duration nor should this or any other personnel manual be interpreted as making an implied or express contract of employment. This will service notify all employees that the employment relationship is Atwill, and may be terminated by either Enoch City or the employee at any time for any reason.
4. All chapter/sections contained herein, like all other personnel policies published by Enoch City, are intended as a general policy statement containing broad internal policy guidelines and not as a contract or any other commitment.
5. The policies/guidelines set forth herein, like all other personnel policies published by Enoch City, do not purport to represent all terms and conditions of employment applicable to Enoch City employees.
6. Nothing contained herein should be interpreted as a limitation on the right to discharge or terminate, or a limitation on the procedures upon which Enoch City can discharge or terminate an employee.

SECTION III - INDEMNITY POLICY

Enoch City will take all necessary precautions and steps in written contracts to prevent loss and liability arising from entering relationships with independent contractors.

SECTION IV - INDEMNITY PROCEDURES

Indemnity Clauses: "Hold Harmless" Provisions Each contract **MUST** contain the following provisions:

1. All contracts must contain indemnity and defense provisions in which the contractor assumes all liability arising out of the project.
2. All contractors must provide evidence of comprehensive general liability, including contractual liability insurance covering the contract concerned, prior to the execution of the contract.
3. All parties (Enoch City officials, employees, and volunteers) must be named as additional insured on the contractor's liability insurance policy.

Sample Indemnity Provision

"A" will indemnify, save harmless, and defend "B" from all liability from loss, damage, or injury to persons or property in any manner arising out of or incident to the performance of this agreement, including without limitation all consequential damages, whether or not resulting from the negligence of "B" or his agents.

ARTICLE VI

EMPLOYEE CONDUCT: RULES AND DISCIPLINE

SECTION I - RULES OF CONDUCT POLICY

Your employment is subject to meeting the performance and conduct requirements of your job to the satisfaction of Enoch City. Employees who fail to satisfy these requirements will be subject to disciplinary action, which can range from warning notices to termination. In each case of misconduct or unsatisfactory performance, the appropriate disciplinary action will be determined on the basis of the particular facts and circumstances. The rules/procedures set out below are as complete as we can reasonably make them. However, they are not necessarily all inclusive. Enoch City may vary from the rules/procedures listed below if, in its opinion, the circumstances require. All employees are expected and encouraged to conduct themselves in a spirit of cooperation, in order to assume smooth operation of Enoch City.

SECTION II - GENERAL CONDUCT

As an employee of Enoch City, you are expected to accept and adhere to high standards of personal and professional conduct at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that in both your business and your personal life you refrain from behavior that might be harmful to you, your co-workers, and Enoch City or that may be viewed unfavorably by current or potential clients and/or the public at large. Should your performance, work habits, overall attitude, or demeanor become unsatisfactory in the judgment of Enoch City, you will be subject to disciplinary action, including termination. Charges shall include, but not be limited to those listed below:

1. Refusal to comply with a lawful instruction, unless such instruction is injurious to the employee's or general public's health or safety.
2. Conviction of a felony while an employee of Enoch City.
3. Indulging in offensive conduct or using offensive language towards the public or in public or towards organization officers or employees.
4. Deliberate or careless conduct endangering the safety of the employee or other employees.
5. Inducing or attempting to induce any employee in the service of the organization to commit an unlawful act in violation of regulations, official policy, or departmental orders.
6. Using, threatening, or attempting to use personal or political influence in an effort to secure special consideration as an employee.
7. Incompetence and inefficiency in the performance of job duties.
8. Carelessness or negligence with organization monies or property.
9. Theft or intentional destruction of organization property.
10. Intentional falsification of personnel records, time reports, or other records.
11. Sleeping on duty.
12. Conducting personal business on organization time.
13. Horseplay and related kinds of activities which create safety hazards.
14. Violating a safety rule or practice.

15. Inattentiveness to work; failing to start work at the designated time; quitting work early; or leaving the employer's premises during working hours without authorization from the department head.
16. Vending, soliciting, or collecting contributions on the employer's time or premises without proper authorization.
17. Receipt of traffic violations and or involvement in a vehicle accident while operating agency vehicles.
18. Policy for Use of Public Property

Purpose: This shall be known as the Enoch City, ("City") Personal Use of Public Property Policy, ("Policy"). It has been adopted for the purpose of regulating the use of City-owned, leased, held, operated or managed equipment, vehicles, office supplies, devices, tools, facilities and other City-owned personal and real property (herein "City Property").

Background/Effective Date: The Utah Legislature adopted, and the Governor signed into law, H.B. 163, with an effective date of July 1, 2019. As currently codified in Utah Code Annotated 63A-3-110, the State of Utah has instituted certain parameters dealing with the misuse of public funds and, more specifically, public property, inasmuch as public property was not previously included in the criminal statute to the same extent as public funds. Since the misuse of public property can result in criminal charges, including felony charges, the City adopts a Policy clarifying what does and does not constitute misuse of City Property and to regulate its employees, officers and directors ability to use City Property under certain circumstances. This Policy shall become effective upon approval by the City's governing body.

Definitions: For purposes of this Policy the following words will have the following meanings:

"Public Servant" means an elected official of the City; an appointed official of the City; an employee, consultant, or independent contractor of the City; or a person (including an individual, an entity, or an organization) hired or paid by the City to perform a government function. *See* Utah Code Ann. § 76-1-601(14). A person becomes a "public servant" upon the person's election, appointment, contracting or other selection, regardless of whether the person has begun to officially occupy the position of a public servant.

"Public Property" and "City Property" are interchangeable and mean and include any real or personal property that is owned, leased, held, operated or managed by the City, including Public Property that has been transferred by the City to an independent contractor for the purpose of providing a program or service for or on behalf of the City. In the event and to the extent the Public Property is consumed or rendered effectively valueless to the City as a program or service is provided to the City by an independent contractor or as the Public Property is utilized by City employees, the property shall cease to be Public Property and may be disposed of as the independent contractor or City management deems fit, unless otherwise directed by the City. *See* Utah Code Ann. § 76-8-101(5).

"Authorized Personal Use" means any personal use that is authorized pursuant to this Policy. As provided in Utah Code Ann. § 76-8-402(1), a public servant may use City Property for a personal

matter and personal use of City Property is allowed when: (a) (i) the public servant is authorized to use or possess the Public Property to fulfill the public servant's duties owed to the City; (ii) the primary purpose of the public servant using or possessing the Public Property is to fulfill the public servant's duties to the City; (iii) the personal use is in accordance with this Policy; and (iv) the public servant uses and possesses the City Property in a lawful manner in accordance with this Policy; or (b) the personal use of City Property is incidental, such as when: (i) the value provided to the City by the public servant's use or possession of the Public Property for a public purpose substantially outweighs the personal benefit received by the public servant's personal incidental use; and (ii) the incidental use is not prohibited by an applicable state or federal law. Any lawful personal use of City Property by a public servant that is not prohibited by applicable state or federal law is specifically authorized and allowed by this Policy. The City recognizes that third parties may benefit indirectly or directly from a public servant's personal use, or official use, of the City's Public Property, which benefit is specifically condoned and authorized by this Policy so long as and to the extent that the benefit does not otherwise violate an applicable law, rule or ordinance, including but not limited to state statutory law and rules and regulations of the City.

Personal Use:

Devices: Provided there is no appreciable additional cost to the City, use of communication and other devices, such as mobile phones, landline phones, and computers, that are owned by the City may be used by an employee for occasional, incidental personal activities such as calling home, making other personal calls, accepting occasional incoming personal calls, etc., provided that such personal usage is not excessive as determined by the City Manager. Similarly, City owned computers and smart phones may be used for personal text messaging, e-mails and other personal uses, provided that such use is limited, as much as reasonably possible, to break periods or periods when the employee is not "on the clock", and is not excessive, does not interfere with the performance of any other City employees' duties; and does not compromise the security or integrity of City property, information, or software. The following uses are strictly prohibited:

1. Any unlawful use;
2. Visiting and downloading material from pornographic websites except for law enforcement purposes;
3. Any political activities
4. Promoting personal business or the private endorsement of any personal business
5. Video games or other entertainment sights; or
6. Private Fund-raising or endorsement of a product or service.
7. Physical Facilities: Personal activities by public servants at City owned, leased, managed and/or maintained facilities, such as meeting family members or friends for short periods of time, are allowed, provided they do not become excessive or disruptive.
8. Office Supplies/Shop Supplies/etc.: Office supplies, shop supplies and other City-owned supplies and items of personal property are intended for uses that directly benefit the City. Incidental personal use of the same by public servants is allowed, such as the use of City-owned office supplies including pens, pencils and paper, provided that such incidental personal use is not excessive.

9. City Vehicles: The City finds that employees may engage in temporary detours while using a City vehicle during working hours, if such detour would be in the best economic advantage of the City, such as: (1) an incidental use of the vehicle; or (2) if it is not financially feasible to return to the City's base location. It is the intent of the City to permit reasonable incidental uses of City vehicles during ongoing operations for purposes of a minor detour during employee break to: (1) obtain food, use of public facilities, or other such incidental circumstances, which maximizes employee's time or limits unnecessary travel on a City vehicle to return to the base of operations.
10. During travel outside of the City limits, an employee may utilize City vehicles to make brief stops during any break period, lunch time, or for a minor detours which are not burdensome to the City or which substantially increases mileage on the vehicle, including for the seeking of lodging, restaurants, drug stores, places of worship, and similar places necessary for the sustenance, comfort, or health of the employee to foster the continue efficient performance of City business. City employees who are serving on call, or are otherwise permitted to take vehicles home because of the nature of the work, shall be permitted to use the vehicle as transportation to and from work and for any incidental stops while traveling to or from work. The following uses are strictly prohibited:
 - a. Transporting family members or dependents unless express permission is granted by the City Manager;
 - b. Extended personal travel after hours after returning home solely for personal purposes unless express permission is granted by the City Manager;
 - c. Smoking or the use of any tobacco production in any City vehicle;
 - d. Operating a vehicle without a seatbelt for each occupant of the vehicle;
 - e. Taking the vehicle using excessive mileage outside City limits for personal purposes;
 - f. Using a City vehicle for any political purpose; or
 - g. Promoting a personal business or the private endorsement of any personal business.
 - h. Use of City Equipment, Supplies, Funds, and Facilities: City employees may not use City equipment or resources (including any equipment, supplies (other than incidental office supplies, or funds "Resources") under their official control or direction or in their custody, for personal benefit or gain, or for the benefit or gain of any other individuals or outside private organizations. This includes:
 - i. Use of Resources for the employee's private business purposes;
 - ii. Use of Resources for the employee's political purposes;
 - iii. Engage in a substantial financial transaction for the employee's private business or personal purposes utilizing City resources; or
 - iv. Use City Resources for the benefit of any private person's property improvements.

Miscellaneous: Any City Property that does not fall under any of the above classifications may nevertheless be utilized by a public servant for incidental personal uses.

Policy Not Exhaustive: The governing body of the City reserves the right to add to, delete from or change this Policy at any time. The Policy stated above is not necessarily inclusive because, among other reasons, unanticipated circumstances may arise and other rules or regulations of the City may apply. The City may vary from the Policy, subject to the application of applicable state and federal laws, if the circumstances so justify.

Higher Law to Control: In the event of any conflict between the Policy and any applicable federal or state law, rule or regulation, the law, rule or regulation, including amendments and modifications thereto, shall control to the extent of such inconsistency.

SECTION III - JOB PERFORMANCE

As an employee of Enoch City, you are expected to perform all the duties and responsibilities required by your job description and all those assigned to you by your supervisor. Should you fail to perform these job duties and responsibilities at prescribed levels, you will be subject to disciplinary action, including termination.

Each employee will be subject to at least one (1) performance review a year, with the option of management to administer additional performance reviews at management discretion. These reviews will be the basis for pay increases, if any. [Section III amended 4-21-10]

SECTION IV - ABSENTEEISM AND TARDINESS

Enoch City employees are expected to be to work on time and on a regular basis. When employees are unnecessarily absent or late it is expensive, disruptive, and places a burden on fellow employees, supervisors, and Enoch City. If any requests for annual leave are disruptive to the required demands of the workload, supervisors may deny any request for leave. Should you be unable to work because of illness or personal emergency, you must notify your supervisor each day of your absence unless you are granted an authorized leave of absence. Unexcused absence and tardiness will result in disciplinary action, including suspension and discharge.

SECTION V - APPEARANCE AND GROOMING

Enoch City employees must maintain high standards of personal appearance and grooming. Suitable clothing and neat appearance, including well-groomed hair, are requirements of employment. Administrative employees are required to dress in appropriate dress or work clothes. Laborer's work clothes should be neat and of good taste. More importantly, work clothes should be safe and comfortable. Shorts, transparent blouses or shirts, and other immodest clothing are inappropriate work attire. During summer months shorts may be worn by park employees when approved by the City Manager. Safety standards may also prohibit dangling neckties, jewelry, loose-fitting sleeves, and long coats in certain situations. Failure to maintain neat appearance and grooming are grounds for discipline, including termination. (Amended 7-18-07)

SECTION VI - GRATUITIES

Enoch City employees will not accept gratuities except under circumstances allowed by the Utah Employee Ethics AcFt.

SECTION VII - SMOKING

It is the policy of Enoch City to provide a safe and healthful working environment for employees and the general public. Enoch City will follow Utah Indoor Clean Air Act provisions by prohibiting smoking indoors, except in designated areas identified by smoking permitted signs. Employees failing to comply will be subject to discipline, including termination.

SECTION VIII - SUBSTANCE ABUSE

Employees involved in any unauthorized use, possession, transfer, sale, manufacture, distribution, purchase, or presence of drugs/alcohol or drug paraphernalia on Enoch City property or having reported to work with detectable levels of illegal drugs or alcohol will be subject to disciplinary action, including termination.

SECTION IX - OUTSIDE EMPLOYMENT

Any outside employment for economic gain shall be cleared by the Mayor and City Council. Outside employment shall in no way interfere with on-the-job performance or necessary attendance at any job-related meetings after normal working hours.

It will be the responsibility of the employee to notify the Mayor and City Council in writing of his/her intent to participate in outside employment. The Mayor and City Council will determine if permission to participate in outside employment will be given by Enoch City. In no instance shall facilities, supplies, equipment, and/or other services belonging to the Enoch City be used by employees for the purposes of outside employment for economic gain.

SECTION X - EMPLOYEE CODE OF CONDUCT

No employee, officer, or agent of Enoch City shall participate in selection or in the award of a purchase if a conflict of interest, real or apparent, would be involved. Such conflict would arise when the employee, officer, or agent; any member of his immediate family; his or her partner; or an organization which employs, or is about to employ, any of the above, has financial or other interest in the firm selected for award.

SECTION XI - PROGRESSIVE DISCIPLINARY POLICY

Enoch City is committed to a fair and equitable progressive disciplinary system. Management has both the right and responsibility to correct and/or discipline staff for misconduct, errors or inappropriate behavior or actions which adversely affects the operations and/or the reputation of the Enoch City.

First-level offenses are the least serious offenses under the progressive disciplinary system. Examples of first-level offenses are:

1. Unauthorized or excessive absences, tardiness, or early quitting;
2. Unauthorized time away from the work station;
3. Failure to meet established work quality standards;
4. Failure to attain production requirements;
5. Use of obscene, abusive, or disruptive language or behavior;
6. Failure to adhere to safety regulations and to wear required safety equipment;
7. Failure to pay attention to job responsibilities;
8. Failure to adhere to and follow established work procedures;
9. Failure to notify proper management of intended absences.

Second-level offenses are more serious and may require more stringent disciplinary action. Some examples of second-level offenses are:

1. Failure to follow supervisory instructions;
2. Violation of established safety rules;

3. Leaving the work site without informing the supervisor;
4. Unauthorized use of materials or equipment;
5. Fighting or provoking a riot on Enoch City premises.

Third-level offenses are the most serious offenses and may result in discharge after the first offense. Examples of third-level offenses are:

1. Working or being on the job while under the influence of alcohol, narcotics, or other drugs;
2. Misrepresenting or withholding information on job application records, reports, or other information which is work related;
3. Damaging, misusing, or defacing Enoch City property or the property of another;
4. Theft, misappropriation, or unauthorized possession of Enoch City's or another's property;
5. Gambling;
6. Immoral or indecent conduct;
7. Unauthorized possession of weapons, firearms, explosives, etc., on work site or Enoch City property;
8. Failure to report a five-day period of absence without proper explanation.

SECTION XII - PROGRESSIVE DISCIPLINE PROCEDURE

First-Level Offenses

Before taking disciplinary action of any sort, the supervisor should review the violation giving full consideration to a pre-disciplinary action checklist.

If the violation is a first-level offense, the first step under the progressive disciplinary system may be a verbal warning followed by counseling. The warning should be given as soon as possible after the violation has been committed. The supervisor should make it clear that "This is a verbal warning." A note should be made and placed in the employee's file. Corrective counseling may be initiated when management feels an employee's conduct may be corrected through adequate counseling. This may be in the best interest of the employee and Enoch City. This also allows the employee to present his/her side of the story.

If an employee's behavior does not improve after receiving a verbal warning, the employee should be given a written warning. A copy of the warning should be given to the employee and a copy should be placed in the employee's file. It is important that the employee understand the seriousness of the violation and the consequences which will result if the undesired conduct continues. A time framework should be set in which the unacceptable conduct should be eliminated.

If an employee's conduct improves, the employee's personnel file may be cleared after a number of consecutive months of good behavior. If an employee commits three first-level offenses in one year, the employee may be suspended or placed on probation.

If an employee's conduct does not improve, the employer should issue a final written warning and place the employee on probationary status. Typically, probation should be for a period of at least one (1) week and no longer than 60 days. (Amended 7-18-05) The final written warning can include:

- Copies of prior warnings;
- Specific time period which the employee must eliminate conduct; and
- State that failure to improve conduct will result in suspension without pay while termination proceedings are being completed.

Second-Level Offenses

Second-level offenses are more serious than first-level offenses and may require suspension for a period of time without pay. If an employee commits two second-level offenses, the employee may be terminated.

Like the first-level offense, the employer may give a written warning which explains the seriousness of the violation. A copy of the warning should be given to the employee and a copy should be placed in the employee's personnel file.

Third-Level Offenses

Third-level offenses are the most serious offenses and usually lead to termination.

ARTICLE VII

GRIEVANCE AND SEXUAL HARASSMENT

GRIEVANCE POLICY

It is the policy of Enoch City to ensure that all employees have a right to voice their grievances in a safe and fair atmosphere. We recognize the importance of open communication between management and employees in resolving disputes. This is important in order to maintain good relationships. For this purpose, a procedure is provided in which complaints will receive full and thorough consideration. When an employee feels that they have been treated unfairly or that an unsatisfactory condition exists, they should bring it to the attention of Enoch City through the grievance procedure provided. Where unions are present, the grievance procedures detailed in a collective bargaining agreement will be followed.

SECTION II - GRIEVANCE PROCEDURE

Misunderstandings, problems, or conflicts can arise in any organization. Many of these problems may resolve themselves naturally; however, we recognize that some may persist and require special attention. The following formal grievance procedure should be followed, with few exceptions, to hear and resolve situations that employees believe are detrimental to themselves or to Enoch City. Enoch City is committed to maintaining positive working relations by providing timely and fair responses to employee grievances.

1. **Step One** - Communication between the Employee and the Supervisor: Informal discussion of the problem with your immediate supervisor is encouraged as the first step. If, however, you do not believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.
2. **Step Two** - Communication with Management: If your problem is not resolved after a discussion with your supervisor or if you feel discussion with your supervisor is inappropriate, you are encouraged to request a meeting with the City Manager. The City Manager will investigate and respond within five (5) working days. (Amended 7-18-07)
3. **Step Three** - Formal Written Communication to Management: If, after Step Two, the problem is still not resolved to the satisfaction of the employee, the employee should submit a written request for resolution to the Mayor and City Council. The Mayor and City Council will consider the facts, conduct an investigation, and respond to the employee's problem at the next regularly scheduled City Council meeting. This written document should include all relevant information about the grievance including what action has been taken by management thus far.

Enoch city is committed to maintaining a work environment free of harassment, sexual harassment, discrimination and retaliation based on a person's sex, race, color, age, religion, disability, ancestry, national origin or sexual orientation. The City prohibits all forms of illegal harassment by its employees. The City will not tolerate harassment toward its employees by its citizens, contractors and/or vendors. Harassment is unlawful, and such prohibited conduct exposes not only the City, but the individual involved in such conduct, to significant liability under the law. Employees at all times should treat other employees respectfully and with dignity.

Accordingly, the City's management is committed to vigorously enforcing its Harassment Policy at all levels of the organization. All complaints will be promptly investigated and appropriate action will be taken against individuals found to have engaged in harassing, discriminatory or retaliatory conduct.

HARASSMENT

Harassment includes verbal or physical conduct which is demeaning or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, sexual orientation or any other characteristic protected by law. This conduct includes, but is not limited to:

- a. Epithets, slurs, or negative stereotyping;
- b. Threatening, intimidating or hostile acts;
- c. Jokes and displays or circulation in the work place of written or graphic material which is demeaning or shows hostility or aversion toward an individual or group (including through e-mail);
- d. Harassment also includes inappropriate sexual conduct as defined in Section B of this policy.

This policy applies to conduct both on and off City premises which affects the employee's work environment.

If an employee feels a supervisor, any other employee, visitor or any other individual or group is harassing them because of their race, color, sex, religion, national origin, age, disability or sexual orientation, the employee should immediately file a complaint with the City in accordance with the Complaints Procedure section in this policy.

SEXUAL HARASSMENT

Sexual harassment, as defined by Equal Employment Opportunity Commission (EEOC), consists of unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual or sex-based nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment can exist in a number of different forms. Sexual harassment includes, but is not limited to:

- 2. Unlawful physical acts of a sexual nature, such as rape, sexual assault or abuse, lewdness or attempts to commit these offenses;

- a. Unwelcome physical conduct, which is sexual in nature, such as touching, hugging, kissing, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body;
- b. Unwelcome sexual advances, propositions or sexual comments, including sexually oriented gestures, noises, remarks, jokes or comments;
- c. Consensual sexual advances, propositions or sexual comments, including sexually oriented gestures, noises, remarks, jokes or comments in the workplace;
- d. Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward;
- e. Subjecting, or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex;
- f. A picture or image may be considered sexually suggestive if, under the totality of the circumstances, it depicts a person of either sex in a state of partial nudity or in attire not ordinarily appropriate for the performance of routine workplace duties, and the image is posed or presented in a manner reasonably understood to emphasize or draw attention to the individual's private body parts. Such images may constitute sexual harassment if their display is unwelcome and is sufficiently severe or pervasive to alter the conditions of employment or create an intimidating, hostile, or offensive working environment, as determined under applicable federal and Utah law.
- g. Segregating employees by sex in any area of the workplace (other than restrooms and similar semi-private lockers/changing rooms).

1. DISCRIMINATION

Employment discrimination occurs when an employee or employment candidate is adversely singled out on the basis of age, creed, disability, national origin, race, religion, military duty, genetics or sex in violation of Federal Employment Discrimination Laws or other laws that have anti-discrimination provisions. Illegal discrimination includes harassment creating an intimidating, offensive, abusive or hostile work environment for employees in violation of Federal Employment Discrimination Laws.

It is a violation of this policy to discriminate in the provision of employment opportunities, benefits or privileges, to create discriminatory work conditions, or to use discriminatory evaluative standards in employment if the basis of discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation or marital status. Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964; The Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions in the above stated anti-discrimination laws. This list is not all inclusive.

2. RETALIATION

It is a violation of this policy to retaliate against any employee who reports or complains of discrimination or harassment, or who assists, testifies, or participates in any investigation or equal employment proceeding. The City may consider the following actions to be impermissible retaliation if it is the result of the employee complaining of or reporting harassment, discrimination, or retaliation, or, testifying, assisting, or otherwise participating in any manner in an investigation, proceeding or hearing under this section. This list is not all inclusive:

- a. Discipline, demotion or termination;
- b. Changing work assignments;
- c. Providing inaccurate work information to;
- d. Refusing to cooperate or discuss work-related matters with any employee because the employee has complained about or resisted harassment;
- e. Open hostility;
- f. Exclusion or ostracism of the complainant, participant or others;
- g. Special attention to or special assignment of the complainant, participant or others to demeaning duties not otherwise performed;
- h. Patronizing behavior;

3. COMPLAINT PROCEDURE

Employees who experience harassment, sexual harassment, discrimination, and/or retaliation are afforded avenues for filing complaints which are free from bias, collusion, intimidation or reprisal. Employees who feel they are being subjected to harassment, sexual harassment, discrimination, or retaliation should:

- a. Continue to report to work; and
- b. Immediately report the incident to one of the following individuals who is not the offending party:
- c. Their supervisor, manager or Department Director;
- d. Human Resources representative; or
- e. Representative from the City Attorney's Office.

Employees should also make their unease or disapproval directly known to the offending individual, document the occurrence, and identify a witness.

Complaints may be submitted by any individual and can be made through either verbal or written notification.

A department head or supervisor, who receives information of a claim of harassment, sexual harassment, discrimination, or retaliation must immediately notify the Human Resources Committee or a representative from the City Attorney's Office. The Human Resources Director, in consultation with a representative from the City Attorney's Office will investigate the alleged conduct. This will include speaking with parties to the alleged prohibited action and any potential witnesses. If disciplinary or corrective action is required, the Human Resources Committee, in consultation with a representative from the City Attorney's Office will work with the appropriate supervisor or Department Director.

All complaints will be handled with confidentiality to the extent practical under the law. Complainants should be aware that certain individuals will be made aware of the complaint to typically include the Human Resources Committee, a representative from the City Attorney's Office, the alleged target of the harassment, discrimination or retaliation, the alleged harassers or retaliators, the alleged harasser's supervisor, and any witnesses.

It is the supervisor's responsibility, once a complaint has been received, to take immediate action in the form of an investigation and to stop the unwelcome behavior.

ARTICLE VIII

TERMINATION/SEPARATION

EXIT INTERVIEW

1. The terminating employee completes an Exit Interview Form.
2. The supervisor conducts an exit interview as the supervisor and employee review this form. This form should be signed by the employee and supervisor.
3. Following the interview, the supervisor should write a Separation Agreement, which is given immediately to the terminating employee. The supervisor, employee, and a witness sign the letter, after which a copy is given to the employee and the original is placed in the employee's file.
4. Any supplies or equipment which is the property of Enoch City should be recovered from the employee.

SECTION II - VOLUNTARY RETIREMENT

The following steps should be taken for voluntary retirement.

1. Employees who desire retirement should notify the employer three months in advance.
2. Employer should communicate the status of each employee's retirement benefits. Upon request for retirement benefits, employer should notify the administrator of the retirement program and the appropriate state and federal regulatory agencies.
3. Implement the retirement program before the need to use it arises. Failure to do so may result in employees later claiming that they would have been laid off because of their age, had they not retired voluntarily, and, therefore, that they were effectively coerced into retiring.
4. Carefully explain to the employee what the options are.
5. Advise the employee to consult with an attorney before making a decision.
6. Give the employee ample time to review the retirement plan.
7. Have the employee sign a release, or at least a declaration, to the effect that he or she is electing early retirement of his/her own free will.

SECTION III - LAYOFFS OR REDUCTIONS IN FORCE

The following steps should be taken for layoffs or reductions in force.

1. An employer facing a possible reduction in labor force should explain the situation to its employees, advising them of the possibility that layoffs or discharges might become economically necessary.
2. In the selection of employees for a reduction in the labor force, the following guidelines should be considered:
 - a. Selection should be based upon the individual's ability to perform the work assignments within the affected department;
 - b. Seniority should govern the selection when ability is equal;

- c. Particular attention must be given to ensure that overall minority and female ratios are not disproportionately reduced during a reduction in work force procedure;
 - d. Emergency, temporary, and probationary employees should be laid off first;
 - e. Permanent employees should be the last to be laid off, when possible, in inverse order of their length of service by respective department; and
 - f. If advance notice cannot be given, the employee's pay may be given in lieu of notice for a bona fide reduction in work force.
- 3. Written notices should contain the following information:
 - a. Statement of reason for layoff;
 - b. Anticipated date of layoff;
 - c. Employee's responsibility to find other employment opportunities within organization; and
 - d. Enoch City's option regarding employee placement in another position.

SECTION IV - OUTSTANDING PAY

Arrange for distribution of any paychecks which may be due the employee, including pay for unused, accrued vacation hours. Under Utah State law, the required timing of the final payment at termination is:

- 1. Voluntary Resignation - Within one workday of effective resignation date; and
- 2. Involuntary Resignation - Within one workday of the last day worked.

SECTION V - SEVERANCE PAY

There are no laws regulating severance pay and it is the option and at the discretion of Enoch City as long as it is administered in a nondiscriminatory manner

ARTICLE IX

RECORD KEEPING

RECORD KEEPING POLICY

Employee records are maintained in compliance with the law. Enoch City's policy is that only relevant job-related information is maintained on its employees, that such information is held in strict confidence, and that access is limited only to those who require it for legitimate business reasons. Employees have the opportunity to review their own files on the premises during regular business hours.

SECTION II - REFERENCE POLICY

Enoch City limits information given in a reference to the following:

1. Verification that the employee worked, full- or part-time, for the employer during a stated period;
2. A description of the position held; and
3. Verification that the employee achieved a given salary range.

ARTICLE X

COMPENSATION

SECTION I - EQUAL PAY

Equal wages will be paid for equal work in jobs that require substantially equal skill, effort, and responsibility and are performed under similar working conditions. Substantially equal does not mean identical.

SECTION II- DEFINITIONS

1. Exempt employee – An employee meeting the criteria for exemption under the FLSA, 29 U.S.C. § 213(a)(1), including bona fide executive, administrative, professional, or outside sales personnel, and who therefore is not entitled to overtime pay or compensatory time under 29 U.S.C. § 207.
2. Non-exempt employee – An employee not meeting a § 213(a)(1) exemption and entitled to overtime pay or compensatory time under 29 U.S.C. § 207.

SECTION III - OVERTIME & FLEX TIME

A. Overtime

1. Overtime represents time actually worked by a non-exempt employee in excess of forty (40) hours during any workweek. The workweek is defined as the period between Saturday morning at 12:01 a.m. and the following Friday evening at midnight. Exception: Sworn law enforcement officer's overtime represents time actually worked in excess of eighty (80) hours during any 14 day work period.
2. Employees are designated as either exempt or non-exempt from overtime compensation in accordance with the Fair Labor Standards Act. Professional, supervisory, or management employees are designated as exempt and are not eligible for overtime compensation. Compensatory time off is a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay. Employees designated as non-exempt are eligible for overtime compensation.
3. Working in excess of eight hours on any workday is not overtime. Only where more than forty (40) hours are actually worked in any one workweek does overtime occur. Exception for sworn law enforcement officers (see 1 above). Time off for vacation, holidays, leave, sickness, etc., are not included as hours actually worked. Daily hours may be varied within a workweek to accomplish necessary workloads and to limit or eliminate the necessity of overtime, but supervisors shall also exercise care that extended work schedules do not result in fatigue-related safety problems.
4. Unapproved overtime will require the employee to take off those hours (times 1.5) on the following week, or as soon as possible
5. Employees and supervisors shall schedule the workloads to preclude the need for overtime whenever possible. Payment for overtime requires the final approval of the City Manager and employees are not authorized to work overtime without the prior approval of the immediate supervisor. The only exception to this is an emergency

situation where the immediate supervisor must approve the overtime on an after the fact basis.

6. Supervisors may choose to use paid overtime or, with the consent of the employee, compensatory time to recognize overtime actually worked. Compensatory time cannot be accumulated when the total compensatory time accumulated by an employee reaches a ceiling of 120 hours (80 hours of overtime multiplied by 1.5) or during the last pay periods of June. Overtime worked above the ceiling or during the final pay periods of June and necessitates payment.
7. Employees who have earned, and been granted, compensatory time must by the end of the 1st payroll of June be provided opportunity for the use of compensatory time. Employees may choose to roll over compensatory time into the following calendar year. Any remaining compensatory time will be paid with the final payroll of June. Employees can choose to be paid out their compensatory time in December, if done in writing on the first week of the month. This provision does not apply to exempt employees.
8. Compensatory time granted shall be consistent with the effective operations of the department.
9. Leave must be requested, in writing, in advance of dates to be used.
10. It is the responsibility of the employee to keep track of available compensatory time.
11. Compensatory time requests will be granted by the supervisor and city manager taking into account workloads, order of requests made and any other criteria deemed valuable by the grantors.
12. A request for use of compensatory time does not guarantee approval for time off. It is the responsibility of the employee to verify they have received any time-off requested.
13. Compensatory time is non-transferable.
14. For exempt employees, any authorized work performed on a scheduled day off shall be recorded in 15-minute increments. Because these positions are not eligible for overtime or compensatory time, such increments shall be used to reduce the hours required for the remainder of the workweek (typically resulting in less time worked on Friday) or to reduce the amount of accrued annual leave required to reach the 40-hour weekly threshold.
15. If an employee has earned compensatory time or holiday time, this leave time must be used before taking annual leave.

B. 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.

- a. 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.
- b. This adjustment ensures employees do not exceed their regularly scheduled workweek when combining actual work and compensated leave.
- c. 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)

- a. 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.
- b. Only actual time worked is eligible for Flex Time accrual.
- c. Time compensated via annual leave, sick leave, or holiday pay is not considered actual time worked and does not qualify for Flex Time accrual.
- d. 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.
- e. Accrual of Flex Time shall be limited to 40 hours.

4. Usage and Forfeiture of Accrued Flex Time

- a. 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.
- b. Flex Time accrued and not used within any fiscal budget year will be forfeited and will not be carried over or compensated.
- c. 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

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

SECTION IV - LUNCH AND BREAK PERIODS

Each employee's work day of more than six (6) hours may include a non-compensated minimum of thirty (30) minutes and no longer than one (1) hour, unless prior approval is received from the employee's supervisor, for a lunch period. Break periods are included in every four (4)

productive work hours. A fifteen (15) minute break period shall be allowed for each four (4) hour schedule actually worked. For a full eight (8) hour work day two compensated fifteen (15) minute work break periods, one of which should be in the morning and one in the afternoon, may be taken. Lunch periods will normally be scheduled to begin between the hours of 11:00 a.m. and 1:00 p.m. for a regular day shift. Lunch and break periods will be approved and scheduled by the employee's supervisor taking into account work load and service levels. These lunch and break periods may not be adjusted or accumulated to accommodate a shorter workday. Any exceptions must be approved by the City Manager. [Amended 4-21-10]

SECTION V - REIMBURSABLE EXPENSES POLICY AND PROCEDURE

With prior approval by the Mayor or City Manager, legitimate expenses will be reimbursed to the employee. Receipts will be required. Reimbursement may be in the form of petty cash or a separate check. Records will be kept reflecting the amount of reimbursement each employee has received.

Reimbursement is only available if the travel requires the employee to be away from their home for a period substantially longer than an ordinary workday and it is reasonable for them to need to sleep or rest. In some cases, then, travel expenses may be reimbursed even though the employee is away from home for a period of less than 24 hours. [Amended 4-21-10]

SECTION VI - TRAVEL

1. City employees will use City vehicles when traveling on City business. Travelers may use private vehicles with prior approval of the City Manager or designee. Only one person in a vehicle may receive the reimbursement, regardless of the number of people in the vehicle. Employees will be expected to carpool whenever available. Mileage will be paid for the use of an employee's vehicle on Enoch City business, at the same rate as published in the State of Utah Accounting Policies and Procedures. If a City vehicle is available and the traveler is approved to use their own vehicle they will be reimbursed at the lower rate. (Amended 4-21-10)
2. Subsistence will be paid for meals, required during travel time on Enoch City business. Actual expenses for meals will be reimbursed up to the maximum allowed at the same rate as published in the State of Utah Accounting Policies and Procedures. Receipts for meals will be required. (Amended 7-18-07)
3. Actual expenses will be reimbursed for lodging. Employees will be required to utilize government discount rates.
4. If required to attend training or a conference, an employee will be compensated his/her regular daily salary for travel to, attendance, and travel from the training or conference, in addition to paying any tuition or fees.

SECTION VII - EMPLOYEE TRAINING AND CERTIFICATION REIMBURSEMENT

A. Purpose

The City may pay for an employee to obtain a professional certification, license, or credential that benefits both the employee and the City's operations. To protect the City's investment, a Department Head may require the employee to sign a Training Reimbursement Agreement before the City pays any related costs and within the current city budget.

B. Applicability

This section applies when the City pays for exam fees, licensing fees, or required course materials for an employee to obtain a certification, license, or credential. Whether a Training Reimbursement Agreement is required for a given certification is at the discretion of the Department Head, with concurrence from the City Manager. It does not apply to training the City requires as a baseline condition of employment for the position the employee already holds, mandatory in-house training, or minor continuing education needed simply to maintain a credential the employee already possesses. Any training or education that is not required for the employee's current position shall not be eligible for reimbursement.

C. Reimbursement Agreement Required

Before the City pays for the certification, the employee must sign a written Training Reimbursement Agreement that specifies:

1. The certification being obtained and the total cost the City is paying;
2. The service commitment period (see Section D);
3. The prorated repayment schedule (see Section E);
4. The circumstances that trigger repayment (see Section F); and
5. The method of repayment (see Section G).

D. Service Commitment Period

The length of the required service commitment period following completion of the certification shall be determined at the discretion of the Department Head, with concurrence from the City Manager, based on factors such as the cost of the certification, the time and City resources invested, the value of the credential to City operations, and how difficult the position would be to backfill.

As a general guideline, commitment periods should fall within a range of approximately 12 to 36 months as determined by the department head.

E. Prorated Repayment

Repayment obligation declines on a straight-line monthly basis over the commitment period.

Example (24-month commitment):

1. $\text{Reimbursement owed} = \text{Total Cost} \times (\text{Months remaining in commitment} \div \text{Total commitment months})$

2. An employee who leaves 6 months after completion (18 months remaining of 24) owes 75% of the cost.
3. An employee who completes the full commitment period owes nothing.

F. Repayment Triggers

Reimbursement is owed if, during the commitment period, the employee:

1. Voluntarily resigns;
2. Is terminated for cause (policy violation, misconduct, performance-based termination); or
3. Fails to complete or pass the certification after the City has paid associated costs.

Reimbursement is not owed if the employee:

1. Is laid off or terminated due to position elimination or lack of funding;
2. Is unable to continue due to a documented disability; or
3. Leaves under circumstances the City Council or City Manager determines were outside the employee's control.

G. Method of Repayment

1. The Agreement should state that the reimbursement is a debt owed to the City, separate from wages earned.
2. The City may request repayment in a lump sum upon separation.
3. Payroll deduction of final paycheck may only be used if the employee gives separate, specific written authorization at the time of separation.
4. If the employee does not authorize deduction or fails to pay, the matter may be referred to the City Attorney for collection.

FFH. Administration

1. Department Heads determine whether a reimbursement agreement is required for a given certification, as described in Section B.
2. HR must review and approve the Agreement template used and maintain signed agreements in the employee's personnel file.
3. The City Attorney's office should review the standard Agreement template for compliance with wage-and-hour law before adoption

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SECTION VIII - CELL PHONE STIPEND

If an employee's job functions require communication via cell phone, supervisors & the City Manager may provide cell phones and the cell service through the city's cell service account. When the employee desires to use their personal cell phone and service, a stipend will be paid at the time of regular payroll. At the discretion of the supervisor and the City Manager and according to job duties, the stipend will coincide with either a required flip-type phone at \$20 per month, or required smartphone at \$50 per month. This cell phone stipend availability and need will be reviewed and changes will be allowed only one time per year to coincide with the fiscal year budget. When the employee is provided with a stipend, the expectation of availability is the same as if they are provided a city cell phone.

SECTION IX - DEATH PAYMENTS

Salary and accrued annual leave shall upon an employee's death be issued in his/her name but be delivered to such beneficiary as is designated by the employee. If no beneficiary is designated, the salary and accrued annual leave will be forwarded to the surviving spouse or children or parents in that order.

ARTICLE XI

BENEFITS

SECTION I - SOCIAL SECURITY

Employees automatically participate in the federal Social Security plan. Enoch City matches the employee contribution. By calling the Social Security office, information on current policies and benefits can be obtained.

SECTION II - RETIREMENT

Enoch City is covered under the Utah Noncontributory Retirement System. Only fulltime employees qualify for the plan. Participation in the plan is mandatory for all qualified personnel and will commence on the first day of actual work. The Utah State Retirement Board governs provisions of the plan. Full details of this retirement plan are available by contacting the Utah Retirement Systems office.

SECTION III - HEALTH AND LIFE INSURANCE

Enoch City is a member of the Utah Local Governments Trust group medical and life insurance program. Full time qualified employees are required to participate in this plan which will commence on the first day of actual work. City employees who are covered under another health insurance plan may opt not to participate in the City's provided health insurance plan. The City may compensate employees who opt not to participate in the City's plan equal to 60% of the normal cost of City provided health insurance *provided that the payment is within the budget constraints of the fiscal year* with proof of other health insurance coverage. Sixty (60) per cent of employees must be covered by City provided health insurance. When forty (40) per cent of employees have opted not to participate in the City provided health plan then no other employees may opt for non-participation until the percentage increases above the sixty (60) per cent required. Information concerning the plan can be obtained from the personnel office.

SECTION IV - WORKER'S COMPENSATION

Accidental injuries or occupational diseases arising out of or in the course of an employee's employment with the Enoch City are covered by the Utah Local Governments Trust Workers' Compensation Insurance. Accidental injuries or occupational diseases arising out of or in the course of an individual volunteering to do a specific job or project without pay, that benefits the City of Enoch, is covered by the Utah Local Governments Trust Workers' Compensation Insurance.

In the event of an on-the-job accident, an employee, volunteer, or a co-worker will *immediately* notify the supervisor. Within 24 hours of the accident or injury the employee or volunteer will file a completed report of injury form, which the employer will file with the Utah Local Governments Trust Workers' Compensation Fund and Industrial Commission of Utah. Worker's Compensation claims require documentation provided by the physician treating the injured employee. All changes to the duty availability of the employee must be provided by a treating physician. When a Workers Compensation claim is filed and the employee is

compensated by Workers Compensation Insurance the employee will not be eligible to use sick leave.

1. Full-time Worker's Compensation: Employee is not attending work and does not use accrued sick leave. Worker's Compensation provides compensation. Workers' compensation hours count for purposes of annual, sick, and holiday leave accrual while the employee is receiving a workers' compensation time-loss benefit for up to six months from the last day worked in the regular position.
2. Part-time Light Duty Compensation: All hours applied to light duty work must be determined by the treating physician and the accommodations available by the employee's supervisor.
3. Full-time Light Duty Compensation: Light Duty work must be determined by the employee's supervisor. No Worker's Compensation is available for hours not worked or physician's visits. Employees may use accrued sick leave for missed work as stated in Section VIII Sick Leave.
4. While Worker's Compensation is investigating a claim and no compensation is being provided to the injured employee because of a delay, the employee may use accrued sick leave. If Worker's Compensation finds in favor of the claim, all used sick leave used from the time of the injury to notification from Worker's Compensation may be returned back the employee's accrued hours. If Worker's Compensation does NOT find in favor of a claim, sick leave hours will not be returned.

SECTION V - UNEMPLOYMENT INSURANCE

Enoch City, through the Utah Local Governments Trust and based on the employment of the employee and state and federal law, offers unemployment compensation benefits. (Section V amended 6-3-98)

SECTION VI - ANNUAL LEAVE

Lateral, full-time employees (those hired possessing comparative skillsets required for the position) begin employment with annual leave as approved by the designated department head and city manager; and, Leave Accrual - Employment ninety (90) days to five years Each full-time regular and appointed employee who has been in Enoch City service for a period of ninety (90) days to five years shall accrue annual leave with pay at the rate of four hours for each full 80 hour bi-weekly pay period, or 104 hours per year. Annual leave shall not accrue during any period when an employee is in any leave without pay status. Employees on annual leave or sick leave with pay shall continue to accrue annual leave or sick leave, except when an employee is on consecutive annual or sick leave use for more than twenty (20) working days. Annual or sick leave shall not accrue during any period when an employee is on consecutive annual or sick leave use for more than twenty (20) working days. Holidays falling on an employee's regular working day shall be credited as a day of service. Full-time regular and appointed employees with less than 80 hours in a bi-weekly pay period and part-time regular and appointed employees shall accrue and be allowed annual leave at the following rate: the number of hours worked in the pay period multiplied by 0.05. This employment may have been with more than one department and need not have been continuous. (Amended 08-21-2002)

B. Leave accrurement - Employment five years to ten years

Each full-time regular and appointed employee who has been in Enoch City service for a period of five to ten years shall accrue annual leave with pay at the rate of six hours for each full 80 hours bi-weekly pay period, or 156 hours per year. Annual leave shall not accrue during any period when an employee is in any leave without pay status.

Employees on annual leave or sick leave with pay shall continue to accrue annual leave or sick leave, except when an employee is on consecutive annual or sick leave use for more than twenty (20) working days. Annual or sick leave shall not accrue during any period when an employee is on consecutive annual or sick leave use for more than twenty (20) working days. Holidays falling on an employee's regular working day shall be credited as a day of service. Full-time regular and appointed employees with less than 80 hours in a bi-weekly pay period and part-time regular and appointed employees shall accrue and be allowed annual leave at the following rate: the number of hours worked in the pay period multiplied by 0.075. This employment may have been with more than one department and need not have been continuous. (Amended 08-21-2002)

C. Leave accrurement - Employment over ten years

Each full-time regular and appointed employee who has been in Enoch City service for a period of over ten years shall accrue annual leave with pay at the rate of eight hours for each full 80 hour bi-weekly pay period, or 208 hours per year. Annual leave shall not accrue during any period when an employee is in any leave without pay status.

Employees on annual leave or sick leave with pay shall continue to accrue annual leave or sick leave, except when an employee is on consecutive annual or sick leave use for more than twenty (20) working days. Annual or sick leave shall not accrue during any period when an employee is on consecutive annual or sick leave use for more than twenty (20) working days. Holidays falling on an employee's regular working day shall be credited as a day of service. Full-time regular and appointed employees with less than 80 hours in a bi-weekly pay period and part-time regular and appointed employees shall accrue and be allowed annual leave at the following rate: the number of hours worked in the pay period multiplied by 0.10. This employment may have been with more than one department and need not have been continuous. (Amended 08-21-2002)

D. Payment on Separation from Service

Accumulated earned vacation time shall be paid for by the employing department when an employee is being separated from Enoch City service. A holiday occurring during a period when a terminating employee is being paid for annual leave will be counted as a holiday and will be paid for. It will not be charged as annual leave.

E. Transfer of Leave

An employee transferring from one department of Enoch City service to another may with the approval of the Personnel Office, be entitled to transfer all accrued annual leave credit to the new department.

F. Annual Leave Falling on Holidays

If a holiday occurs during a period in which annual leave has been granted, it shall not be charged as annual leave.

G. Annual Leave beyond Accruelement

No employee may be allowed annual leave with pay for any period of time beyond, or in advance of, time already accrued.

H. Granting of Annual Leave

1. Annual leave granted shall be consistent with the effective operations of the department.
2. For employees continuing in service on January 1 of each year, any unused, accrued annual leave time in excess of 240 hours after the last pay period of each year will be forfeited. Each employee is urged to utilize, annually, his/her earned annual leave. (Rev. 3-2-11)
3. An employee who is separated from Enoch City service shall be compensated for all annual leave accrued to his credit.
4. If an employee has earned compensatory time or holiday time, this leave time must be used before taking annual leave.

I. Employees not Eligible for Annual Leave

Annual leave with pay shall not be granted to emergency, seasonal, temporary, or nontraditional part-time employees, volunteers, appointed volunteers, or elected officials.

J. Days not Counted for Purposes of Leave

For purposes of this Article, Saturdays, Sundays, holidays, or other regular days off shall not be considered regular working days, and service shall not include time spent on leave of absence without pay.

K. Payment for Leave on Termination

Upon termination of employment with Enoch City, all accrued annual leave of the employee will be paid in a lump sum payment on the pay day following the last day worked, providing the amount of terminal leave has been approved by the Mayor and City Council. Annual leave and sick leave start to accrue at the beginning of a bi-weekly pay period and shall not be credited for less than a bi-weekly pay period. A terminating employee must be credited with additional annual leave based on his accrued annual leave as of the last day worked.

L. Leave Requests and Use

1. Annual leave granted shall be consistent with the effective operations of the department
2. Annual leave must be requested, in writing, in advance of dates to be used.

3. It is the responsibility of the employee to keep track of available annual leave or sick time.
4. Annual leave requests will be granted by the supervisor and city manager taking into account workloads, order of requests made and any other criteria deemed valuable by the grantors.
5. A request for the use of annual leave does not guarantee approval for time off, it is the responsibility of the employee to verify they have received any time-off requested.
6. Annual leave may be transferred from employees with accrued leave to other annual leave eligible employees. Transferred leave hours shall be based upon the monetary value of gifted hours. All other annual leave policies in this section apply to both the gifting employee and the eligible employee. All transfers must be approved in writing by the employee's supervisor and the Enoch City Manager. (Rev. 7-2015)

SECTION VII - HOLIDAY LEAVE

A. Holidays

- i. January 1, called New Year's Day
- ii. The third Monday of January, called Martin Luther King Day
- iii. The third Monday of February, called Presidents' Day
- iv. The last Monday of May, called Memorial Day
- v. June 19th, called Juneteenth
- vi. July 4, called Independence Day
- vii. July 24, called Pioneer Day
- viii. The first Monday of September, called Labor Day
- ix. The second Monday of October, called Columbus Day
- x. November 11, called Veterans' Day
- xi. The fourth Thursday of November, called Thanksgiving Day
- xii. The fourth Friday of November, the day after Thanksgiving Day
- xiii. December 24th, after noon if on a weekday, called Christmas Eve
- xiv. December 25, called Christmas
- xv. December 31st, after noon if on a weekday, called New Year's Eve

B. Observance of Holidays

If a holiday falls on a Sunday, the following Monday will be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. Any day designated by the Governor will be a holiday.

C. Observance on Regular Days Off

Employees whose days off are other than Saturday and Sunday shall be allowed time off for holidays in a way as to be equitable to conditions affecting employees who work Monday through Friday.

- D. Holiday Pay will be equivalent to eight (8) hours of work for full time employees who work more than an average of thirty-five (35) hours on a regular basis.
- E. Holiday Pay will be equivalent to seven (7) hours of work for full time employees who work an average of between thirty (30) and thirty-five (35) hours on a regular basis.
- G. Holiday pay shall not be granted to emergency, seasonal, temporary, or variable part-time employees, volunteers, appointed volunteers, or elected officials.
- H. Sworn law enforcement officers shall be paid 8 holiday hours at straight time in addition to hours actually worked.

SECTION VIII - SICK LEAVE AND FUNERAL LEAVE

Sick leave is provided as insurance against loss of income when a regular full-time employee is unable to perform his/her work because of the illness or injury of the employee or for the emergency care of ill or injured dependents of the employee. It is the responsibility of the employee to keep track of available sick time. Lateral employees (those hired possessing comparative skillsets required for the position) begin employment with 40 hours of accrued sick leave; and, [Amended 4-19-22]

A. Accrual of Sick Leave

Each full-time regular and appointed employee who has been in Enoch City service for a period of ninety (90) days shall accrue sick leave at the rate of four hours for each full 80 hour bi-weekly pay period, or 104 hours per year. Sick leave shall not accrue during any period when an employee is in any leave of absence without pay status. Workers' compensation hours count for purposes of annual, sick, and holiday leave accrual while the employee is receiving a workers' compensation time-loss benefit for up to six months from the last day worked in the regular position. Employees on annual leave or sick leave shall continue to accrue both annual and sick leave, except when an employee is on consecutive annual or sick leave use for more than twenty (20) working days. Annual or sick leave shall not accrue during any period when an employee is on consecutive annual or sick leave use for more than twenty (20) working days. An eligible employee may begin to utilize this accrued sick leave after having completed at least two full bi-weekly pay periods of satisfactory employment, after the ninety (90) day probationary period. Holidays falling on an employee's regular working day shall be credited as a day of service. Full-time regular and appointed employees with less than 80 hours in a biweekly pay period and part-time regular and appointed employees shall accrue and be allowed sick leave at the following rate: the number of hours worked in the pay period multiplied by 0.05. This employment may have been with more than one department and need not have been continuous.

B. Limits of Sick Leave Accrual

Accrual of sick leave shall be limited to 550 hours.
(Amended 08-21-2002)

C. Payroll Status During Sick Leave Absence

Employees off work due to illness will be carried on the payroll in a leave-with-pay status for the time equal to the sick leave already accrued. Any absence for illness beyond the accrued sick leave credit will result in the employee being carried on the payroll on annual leave until all annual leave has been used and then in a leave-without pay status.

D. Reporting of Sick Leave

Each employee absent under the provisions of the Article will arrange for a telephone report to his supervisor on the morning of the first day of absence.

E. Handling of Sick Leave on Employee Separation

An employee separating from Enoch City service will not be compensated for unused sick leave credit. Sick leave will not be granted to any terminating employee who becomes sick after the last day worked. A holiday occurring during any period in which sick leave is granted shall not be charged as sick leave. Accrued sick leave available to an employee at the time of his separation shall again become available to him upon his reinstatement from a leave of absence without pay, or upon re-employment or rehire within one year after his last day worked.

F. Transfer of Sick Leave

An employee transferring from one department of Enoch City service to another may with the approval of the Mayor and City Council be entitled to transfer all accrued sick leave credit to the new department.

G. Granting of Sick Leave for Illness or Injury

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

- (a) an employee becomes a parent;
- (b) an employee is absent from duty because of illness, injury, or disability of the employee, their spouse, their child, their parent, or any individual for whom the employee is a legal guardian;
- (c) any individual listed in Subsection (1)(b) receives preventive health or dental care.

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

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

- (d) a qualifying FMLA purpose.

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

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

- (4) Management shall require an employee to produce administratively acceptable evidence to support any request for leave to cover an absence that exceeds three consecutive working days.
- (5) Management may require an employee to produce administratively acceptable evidence regardless of the number of leave hours used for the reasons in Subsection (2) or (3) if there is reason to believe that an employee is using the leave for reasons not listed in Subsection (2) or (3).
- (6) An employee separating from city employment forfeits any unused sick leave without compensation.
- (7) Abuse of sick leave privileges may be grounds for suspension or dismissal.

H. Employees not Eligible for Sick Leave

Sick leave with pay shall not be granted to emergency, seasonal, temporary, or nontraditional part-time employees, volunteers, appointed volunteers, or elected officials.

I Days not Counted for Purposes of Sick Leave

For purposes of this Article, Saturdays, Sundays, holidays, or other regular days off shall not be considered regular working days, and service shall not include time spent on leave of absence without pay.

J. Funeral Leave for Employees Immediate Family

- A. Leave with pay may be granted to employees, at the discretion of the Mayor and City Manager, to attend the funeral of a member of his immediate family. Such leave shall not be charged against accrued sick or annual leave.
- B. The amount of time granted will be governed by the individual circumstances which will normally be one day, but shall in no case exceed three (3) working days.
"Immediate family" shall mean: wife, husband, children, parents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, brothers, and sisters of the employee.

K. Sick Leave Donation Program

1. Purpose and Eligibility

Enoch City employees may voluntarily donate accrued sick leave to another eligible City employee experiencing a serious illness or injury requiring an extended absence from work to them or extended family. The receiving employee must have exhausted their own available accrued sick leave before using donated hours.

2. Donor Eligibility

An employee donating sick leave must retain a minimum balance of 40 hours of accrued sick leave after the donation. An eligible employee may donate up to 40 hours per donation.

3. Recipient Limits

An employee may receive up to 120 hours of donated sick leave per qualifying event. Additional donated hours beyond the initial 120-hour limit may be authorized at the discretion of the receiving employee's Department Head and the City Manager, based on the circumstances and the employee's continued need for leave.

4. Approval and Administration

All sick leave donations must be approved by the donating employee's Department Head and the City Manager before the transfer occurs. The receiving employee must meet the applicable requirements for sick leave use established in this Personnel Policy Manual. Donated sick leave is subject to the same applicable restrictions and requirements as other accrued sick leave.

Participation in the program is voluntary, and no employee may be required to donate sick leave.

SECTION IX - FAMILY AND MEDICAL LEAVE

As a supplement to its other leave policies, the City offers family and medical leaves of absence as provided by the Federal Family and Medical Leave Act of 1993 ("FMLA").

A. General Leave Provisions

1. Under the FMLA, an eligible employee may take up to 12 weeks of unpaid leave during any 12-month period for:
 - a. The employee's own serious health condition,
 - b. The birth or placement for adoption or foster care of a child or
 - c. Care of a child, spouse or parent who has a serious health condition.
2. A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves inpatient care in a medical facility or continuing treatment by a health care provider.
3. An employee must have been employed by the City for at least one year and have worked at least 1,250 hours within the previous 12-month period to be eligible for FMLA leave.
4. Leave to care for a new child must be taken within one year of the birth or placement for adoption or foster care.
5. If leave is taken for care of a new child or for care of a spouse, child, or parent with a serious health condition, an employee may elect or the City may require the employee to substitute any accrued paid annual leave or personal leave as part of the 12-week leave provided for in the FMLA.
6. If leave is taken based on the employee's own serious health condition, an employee may elect or the City may require the employee to substitute any accrued paid annual leave, sick leave, or personal leave as part of the 12-week leave provided for in the FMLA.
7. If spouses are both employed by the City and seek leave to care for a new child or a parent with a serious medical condition, their combined leave is limited to 12 weeks.
8. Intermittent leave or a reduced leave schedule for medical reasons can be taken

under this policy "when medically necessary." Intermittent leave or a reduced leave schedule to care for a new child can be taken only if the employee and the City mutually agree to that arrangement.

9. If an employee requests intermittent leave or a reduced leave schedule because of a serious health condition that is foreseeable based on planned medical treatment, the City may require the employee to transfer temporarily to an alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.
10. "Intermittent leave" is leave that is not taken consecutively. A "reduced leave schedule" means a leave schedule that reduces the usual number of hours per workweek or hours per workday.

B. Notice

1. If the need for leave is foreseeable based on an expected birth or placement of a child, the employee should give at least 30-day's notice before the leave is to begin, that the employee intends to take leave. If the situation requires leave to care for a child to begin in less than 30 days, the employee should provide such notice as is practicable.
2. If the need for leave is foreseeable based on planned medical treatment, the employee should:
 - a. Make a reasonable effort to schedule treatment so as not to disrupt unduly the operations of the City, and
 - b. Give at least 30-day's notice before the leave is to begin, that the employee intends to take leave. If the situation requires that leave begin in less than 30 days, the employee should provide such notice as is practicable.

C. Benefits and Employment Status

At the end of an FMLA leave under this policy, an employee is entitled to return to his or her previous position or to an equivalent position with no loss of benefits.

FMLA leave taken under this policy will not result in loss of any seniority or employment benefits accrued prior to the leave. However, no seniority or benefits will accrue during the leave.

An employee on FMLA leave under this policy will receive health benefits while on leave under the same terms and conditions as when he or she was on the job.

D. Certification

1. The City may require that an employee provide certification of a serious health condition upon which a request for FMLA leave is based. Certification must include:
 - a. Date of onset of condition,
 - b. Expected duration,
 - c. Appropriate medical facts regarding the condition, and

- d. A statement that the employee is needed to care for a spouse, parent, or child (and the estimated time required) or a statement that the employee is unable to perform his or her job functions.
 - e. If intermittent leave is requested, the certification must also include dates and durations of treatments to be given.
2. The City may require that a second opinion be obtained at the City's expense. If there is a conflict in the two opinions, the City may pay for a third health care provider to render a third and final opinion. The City may require subsequent recertification on a reasonable basis.

SECTION X - COURT AND JURY LEAVE

A. Leave for Court Service

Each Enoch City employee shall be entitled to leave of absence when, in obedience to a subpoena or direction by proper authority, he appears as a witness for the Federal Government, the State of Utah, or a political subdivision thereof, and for such periods of required absence, he shall be entitled to the difference between his regular compensation and the compensation or fees received as a witness.

B. Leave for Jury Service

Any Enoch City employee who serves upon a jury shall be entitled to leave of absence for such duty and for such period of required absence, he shall be entitled to the difference between his regular compensation and the amount of compensation received for jury duty.

C. Travel Time

Time required in going and returning shall not be considered absence from duty when attendance at court is in connection with an employee's usual official duties.

D. Court and Jury Leave Limitations

Time absent by reason of subpoena in private litigation or by some party other than the Federal Government, the State of Utah, or a political subdivision thereof, to testify not in official capacity but as an individual, shall be taken as annual leave or leave without pay.

SECTION XI - MILITARY LEAVE

U.S. Code, Chapter 43 of Part III of Title 38, states that if reservist/national guard member requests leave to attend military training, the Enoch City must grant it as long as the training is under Federal orders.

Laws do not apply to temporary employees. Enoch City is not required to pay the employee for time lost from work because of military training.

An employee cannot be denied a promotion because of the obligations imposed by membership in a Reserve component. All allowances given to employees for leaves of absence apply similarly to those taking military leave.

SECTION XII - PERSONAL LEAVE

Personal leave without pay may be granted with the approval of the supervisor and City Manager. A written request must state reasons for the leave and the day it will begin and end. If the employee fails to return on the designated date, it will be considered that the employee has resigned from employment. Enoch City has no obligation to hold a job for an employee unless it has explicitly agreed to do so. During the leave, sick time, holidays, and vacation will be neither accrued nor paid.

SECTION XIII - UNAUTHORIZED LEAVE

Any absence from duty for one hour a day or more that is not covered by an authorized grant of leave shall be recorded as leave without pay and shall be the basis for disciplinary action for a deduction of pay. No other application for leave of absence to cover an absence previously taken without prior authorization shall be approved by the Mayor or City Manager except in the case of sick leave.

ARTICLE XII

HEALTH AND SAFETY

SECTION I - GENERAL SAFETY PURPOSE

Section 35-9-2 of the Utah Code Annotated states that the purpose of safety rules which Enoch City actively follows is, "To preserve human resources by providing for the safety and health of workers..." Enoch City maintains this goal of protecting all employees from the threat of serious injury or death through enacting the following policies and procedures.

SECTION II – SAFETY PROGRAM

Enoch City adopts and implements the following written safety programs, as required by OSHA 29 C.F.R. § 1910:

1. Hazard Communication Program
2. Bloodborne Pathogens Exposure Control Plan
3. Lockout/Tagout (Energy Control) Procedure
4. Fire Prevention and Emergency Evacuation Plan
5. Personal Protective Equipment Policy

A. Training and Review

1. Annual training on each safety program is mandatory for all affected employees.
2. All safety programs shall be reviewed and updated at least every three years or whenever regulations change.

B. Incident Reporting

All work-related injuries, illnesses, or near-misses must be reported within 24 hours to the supervisor and recorded per OSHA recordkeeping procedures.

SECTION III - GENERAL SAFETY POLICY

It is the policy of Enoch City to minimize the loss of life and property to Enoch City, its work force and the public as a consequence of the performance of Enoch City by taking all practical steps to safeguard employees and citizens from accidents.

It is the policy of Enoch City to strive for the highest possible level of safety in all activities and operations, and to carry out our commitment of compliance with all health and safety laws applicable to our business by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

Enoch City will make every effort to provide working conditions that are as healthy and safe as feasible, and employees are expected to be equally conscientious about workplace safety, including proper work methods, reporting potential hazards and abating known hazards. Unsafe work conditions in any work area that might result in an accident should be reported immediately to a supervisor or City Manager. Enoch City's safety policy or practices will be strictly enforced, including possible termination of employees found to be willfully negligent in the safe performance of their jobs.

SECTION IV - GENERAL SAFETY PROCEDURES

A. General Safety Rules

The following general safety rules will apply in all Enoch City work places. Each work unit may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

1. Proper licensing and extreme caution are required by all employees operating any type of power equipment.
2. Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, and hard hats, if required or appropriate to the work performed.
3. Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines.
4. All accidents, regardless of severity, personal or vehicular, are to be reported immediately to the supervisor or City Administrator.
5. Defective equipment should be reported immediately to the supervisor or City Manager.
6. Employees will not operate equipment or use tools for which licensing and training has not been received.
7. In all work situations, safeguards as required by State and Federal Safety Orders will be provided.

B. Use of the City Equipment

The use of Enoch City equipment or tools for private purposes is strictly prohibited. However, reasonable use of the Enoch City tools and equipment to protect property and preserve life is authorized.

1. Employees must receive the proper training including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description.
2. A commercial driver's license is required for operators of commercial motor vehicles, to be obtained prior to April 1, 1992. This license is required pursuant to the Commercial Motor Vehicle Safety Act, signed into law on October 27, 1986. The license must be renewed at state required intervals. (Amended 7-18-07)
3. Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles will observe all local traffic laws.
4. Employees shall keep Enoch City vehicles which are used by them clean, presentable, and serviceable.

SECTION V - EMERGENCY PROCEDURES PURPOSE

1. To provide a basis for the conduct and coordination of operations and the management of critical resources during emergencies.
2. To establish a mutual understanding of the authority, responsibilities, functions and operations of Enoch City during an emergency.
3. To provide a basis for contacting and incorporating into Enoch City those public and private organizations having resources necessary to meet foreseeable emergency requirements.

SECTION VI - EMERGENCY PROCEDURES POLICY

Disaster planning should not be something apart from the everyday activities of local operations. It is day-to-day operations which should be geared to act effectively in an emergency by making use of the same staff, skilled personnel, facilities, and equipment required for routine operations. Organizational responsibilities are primarily the same as in normal operation; protection of life and Enoch City property as well as implementation of the emergency plan until such time that actual normal procedures can be safely practiced.

SECTION VII - EMERGENCY PROCEDURES

1. Provide a basis for the direction and control of emergency operations.
2. Save lives and protect Enoch City property.
3. Repair and restore essential systems and operations.
4. Coordinate operations with the emergency services of other jurisdictions.
5. Make employees aware of basic emergency situations that may develop in and about the organization's location.
6. Designate a meeting area that is safe and at which employees can congregate in the event of an emergency.

7. Identify local emergency broadcast systems and telephone numbers to receive direction in the event of an emergency.
8. Include a list of resource agencies, both private and public, at all levels of government. This should include telephone numbers, addresses, radio broadcast bands, and names of organizations and personnel that can assist Enoch City in conducting safety procedures in the event of an emergency.
9. Continue to practice emergency procedures on a routine basis having drills and meetings that instill these procedures in the minds of employees.

SECTION VIII – LIGHT DUTY ASSIGNMENTS

1. Employees with temporary disabilities that prevent them from performing a full range of duties will be assigned to light duty. Light duty assignment will enable the employee to continue using skills and abilities temporarily limited by injury or disability. Employees assigned to light duty will have imposed appropriate restrictions, which will minimize the risk of unnecessarily jeopardizing the safety of city employees as well as the safety of the general public. This policy is designed not only to protect the best interests of Enoch City, but also to ensure that employees who have incurred disabling medical conditions adhere to all therapeutic instructions of their physician or their attending medical authority for their own personal wellbeing and rehabilitation.
2. Applicability
 - A. Light duty applies to an employee of Enoch City who has a temporary disability that does not require sick leave but does limit the exercise of his or her normal duties.
 - B. An employee who has a temporary disability that does not require sick leave but does limit the exercise of his or her normal duties may be assigned to light duty status.
 - C. Temporary light duty assignments will be reviewed by the employee's supervisor every thirty (30) days.
 - D. The assignment of any employee of Enoch City to light duty is not a matter of right. Enoch City cannot guarantee that it will be able to assign personnel to light duty of any type. The decision as to whether an individual is assigned to light duty belongs to the employee's supervisor and at the discretion of the City Manager.
 - E. Priorities
 - i. Work Connected. An employee who has suffered an on the job connected injury will be given first priority to a light duty assignment.
 - ii. Non-work Connected. The available number of light duty positions may be limited. Therefore, an employee suffering a non-job related injury or illness has secondary priority to the light duty assignment.
3. Assignment

- A. Any light duty assignment must be medically suitable. The employee must be capable of performing the work without violating the medical restriction.
- B. Any supervisor assigned to light duty will be only in a supervisory capacity or at the direction of the City Manager . (Section VII Added 7-18-07)

ARTICLE XIII

DRUG FREE WORK PLACE

SECTION I - GENERAL

A. Purpose of Article

The purpose of this article is to provide Enoch City's policies and procedures related to insuring a Drug Free Work Place.

B. General Statement

It is the policy of Enoch City that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and or alcoholic beverage in the workplace is expressly prohibited. Furthermore, Enoch City will make a good faith effort in maintaining a drug free work place by implementing the following paragraphs.

C. Scope

This policy covers all employees of and applicants to the City.

SECTION II - AWARENESS PROGRAM

A. Dangers of Drug Abuse in the Work Place

Employees of Enoch City will be informed at the time of employment that drug abuse in the workplace will not be tolerated. Dangers inherent with drug abuse include, but are not limited to:

1. Decreased productivity on the job;
2. Impaired judgment when dealing with machinery, equipment, and the public;
3. Increased risk to fellow employees; and
4. Loss of trust by local officials and citizens.

B. Drug Free Work Place Will Be Maintained

It is the policy of Enoch City that the work place will remain drug free. No unlawful activities with regard to controlled substances will be tolerated.

C. Drug Counseling Programs

Employees needing assistance with drug-related problems will be referred to the Southwest Utah Mental Health Department.

D. Penalties for Drug Abuse Violations

Article VI, Section VIII of the Enoch City Personnel Policies and Procedures Book already states that being under the influence of intoxicants or drugs while on duty is cause for disciplinary action. Any or all of the following options are available to the Mayor or City Manager:

1. Oral Warning
2. Written Reprimand

3. Suspension
4. Demotion
5. Dismissal

Employees with questions regarding the specific procedures in disciplinary actions should refer to Article VI of the Enoch City Personnel Policies and Procedures Book or contact the City Manager.

SECTION III - COPY OF STATEMENT TO EACH EMPLOYEE

Each employee will be given a copy of this Article, along with the entire Personnel Policies and Procedures Book at the time of employment. Employees must sign a statement indicating that they have received a copy of the drug/alcohol testing policy and procedure and drug/alcohol information. The original of the signed statement will be maintained in the employee's personnel file and a copy may be given to the employee.

SECTION IV - COMPLIANCE WITH ARTICLE A CONDITION OF EMPLOYMENT

All employees of Enoch City are required to abide by the provisions of this Article as a condition of employment. Any employee convicted of a criminal drug statute occurring in the work place shall notify the Mayor or City Manager of such conviction no later than five days after such conviction.

SECTION V - NOTIFICATION OF FUNDING AGENCY

After notification of a criminal drug statute violation as described in Section IV, the Mayor or City Manager shall notify any federal funding agency, which provides funds for the salary of such employee within ten (10) days of such notification.

SECTION VI - DISCIPLINARY ACTION REQUIRED

Appropriate disciplinary action will be taken against any employee convicted of a criminal drug statute occurring in the workplace as outlined in Article VI of the Enoch City Personnel Policies and Procedures Book within thirty (30) days of the notification required in Section IV. An additional option available to the Mayor or City Manager is the requirement that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, local, or other appropriate agency.

SECTION VII - SAFETY SENSITIVE POSITION TESTING

A. General Statement

In order to achieve a drug free work place, employees in and applicants for safety sensitive positions shall be required to participate in alcohol and controlled substances testing as follows:

1. When an applicant has been extended a conditional offer of employment but before beginning work;
2. When there is a reasonable suspicion to believe that the employee is in an impaired state;

3. When the employee has been involved in an on-duty accident or unsafe work practice;
4. On a random basis; and,
5. As a follow-up to employment related drug or alcohol violations.

B. Definitions

1. Alcohol - Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how packaged or in what form the alcohol is stored, utilized or found.
2. Controlled Substance - Controlled substances are defined as marijuana (THC), cocaine, phencyclidine (PCP), opiates, and amphetamines (including methamphetamine) or other substances which may only be legally obtained and used pursuant to a physician's prescription.
3. Positive Test - Any test result showing blood alcohol content of 0.02 or greater or the presence of any controlled substance in the test subject.
4. Refusal to Submit to Testing - failure to provide an adequate breath or urine sample without a valid and verified medical explanation, after the employee has received notice that he is being tested and a breath or urine sample is required, or engages in conduct that clearly obstructs the testing process.
5. Reasonable Suspicion - knowledge sufficient to induce an ordinarily prudent and cautious man under the circumstances to believe that a prohibited activity is occurring.
6. Safety Sensitive Duties - Any duties requiring a commercial drivers license, fire- fighting duties, police duties, any other duties or positions deemed safety sensitive.

C. Policy

1. Enoch City requires a final applicant selected for a safety sensitive position with the City to undergo an alcohol and drug screen test to detect the presence of alcohol and illegal drugs in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant who tests positive for controlled substances or whose test detects a Blood Alcohol Content of 0.04 or higher may be denied employment with the City.
2. Employees shall not use, be under the influence of (0.02 BAC), or be in possession of alcohol while on duty, on City premises or while in City vehicles. City premises include buildings, parking lots, grounds and vehicles owned by the City or personal vehicles being used for City business.
3. Employees shall not use, be under the influence of, be in possession of, or be in such a condition as to test positive for controlled substances while on duty, on City premises or while in City vehicles. City premises include buildings, parking lots, grounds and vehicles owned by the City or personal vehicles being used for City business.
4. Employees using, possessing or being at the work place under the influence of alcohol or illegal or illegally obtained substances shall be subject to questioning and disciplinary action.
5. Any employee violating this policy may be subject to immediate termination.
6. When a designated supervisor makes a determination that there is reasonable suspicion to believe that an employee performing or assigned to safety sensitive positions is using, is

- under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.
7. Employees assigned to, or performing, safety sensitive duties are subject to random drug/alcohol tests.
 8. The City maintains the right to conduct unannounced inspections of City owned property, work stations, equipment, desks, cabinets, etc.
 9. The City maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals.
 10. Failure to cooperate with these detection methods or inspections is grounds for disciplinary action up to and including termination of employment.
 11. Upon required testing due to an accident or reasonable cause, the employee tested shall not engage in the operation of any City equipment or engage in any employment related duties, which his supervisor deems dangerous to himself or others until the results of the tests are received and the employee is released back to work by the City Manager.
 12. If any alcohol test result shows a blood alcohol content of 0.04 or greater, the employee shall be removed from, and cannot return to, a safety sensitive function until, at a minimum:
 - a. the employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation;
 - b. the substance abuse professional determines that the employee has successfully complied with any required rehabilitation; and
 - c. the employee undergoes a return-to-duty test with a result of less than 0.02 BAC.
 13. If an employee's test result shows an alcohol concentration of greater than 0.02 but less than 0.04, the employee shall not be permitted to perform any safety sensitive functions for at least twenty-four (24) hours.
 14. If a drug test result shows that the employee has misused a controlled substance, the employee shall be removed from, and cannot be returned to, a safety sensitive position until, at a minimum:
 - a. the employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation;
 - b. the substance abuse professional determines that the employee has successfully complied with any required rehabilitation; and
 - c. the employee undergoes a return-to-duty test with a verified negative test result for controlled substances.
 15. If results of drug/alcohol tests indicate that an employee has violated this policy, the employee shall not engage in any safety-sensitive duties until an initial substance abuse evaluation is conducted, completes any required rehabilitation and the employee successfully passes a return-to-duty drug/alcohol test.
 16. If through any of these detection methods or on his initiative, an employee tests positive or seeks rehabilitation treatment, the City will pay for an initial substance abuse evaluation. The City encourages employees to enroll in a counseling or rehabilitation program. An employee will be required to sign a document agreeing to the following conditions in order to remain employed with full rights and benefits:

- a. Any employee for whom treatment is recommended will be responsible for costs not covered by insurance. The employee will be required to use accrued compensatory time, vacation, and then sick leave until all leave is expended. The City will pay the employee's benefit package during the allotted treatment time, but not wage supplements during this time. Each incident will be reviewed on a case-by-case basis.
 - b. If a required treatment or rehabilitation program involves confinement, the employee's position may be held for the determined length of the treatment and the employee restored to his former position upon successful completion of the substance abuse rehabilitation. Each incident will be reviewed on a case-by-case basis.
17. Employees who have violated this policy and continue to work for the city shall be subject to follow up drug/alcohol testing for a period of not less than one year and not to exceed sixty (60) months.
- a. Employees subject to follow up testing will be tested a minimum of six (6) times in the first twelve (12) months following their return to duty.
 - b. Follow-up testing beyond one year shall be based on a need assessment provided by a substance abuse professional.
18. Employees may direct any questions regarding this policy to the City Manager.

(Article XIII amended 12-20-95)

ARTICLE XIV

SOCIAL MEDIA POLICY

SECTION I - PURPOSE

The departments of Enoch City may use social media tools such as LinkedIn, Facebook, Instagram, Google+, Twitter, and YouTube to reach a much larger audience. Even though the website of Enoch City, www.cityofenochut.gov is the main tool to establish an online presence, other social media platforms may be beneficial in helping achieve Enoch City's goals and objectives, as well as advancing the mission of the City's departments.

This social media policy specifies and provides procedures and norms, and all City official social media sites are governed by the policies stipulated in this document, as well as in the Enoch City's Policies and Procedures Manual. Violations of this social media policy are considered misconduct, and may be cause for disciplinary action.

Many City employees use social media sites for personal use. Therefore, this social media policy also gives guidelines for employees regarding their communication on social media sites as citizens.

All Enoch City employees, volunteers and contractors who are engaged in working with the City's social media sites must follow this policy.

SECTION II - OBJECTIVE

To expand the City's online presence through social media and to ensure that social media sites are managed according to Enoch City's social media policy. Social media sites are used to communicate issues, events and worthwhile news that occur in Enoch City.

SECTION III - DEFINITIONS

City's Social Media Sites. Websites, applications, postings and any content on any social media site created, maintained and managed by Enoch City employees as part of their job. The City's social media sites are used to communicate and create engagement with citizens, and provide a secondary channel for feedback on city matters.

Social Media. Websites and applications that allow users to create, organize, edit, manage, post, comment, and share content with the purpose of creating participation and engagement from an audience. Social media uses many technologies and forms, including but not limited to blogs, podcasts, wikis, RSS, photo and video sharing, and social networking. Not all forms of social media may be appropriate for use by City departments.

Social Media Administrators. Enoch City employees appointed and authorized by the head of the department to create, maintain and manage any City social media sites. Social media administrators' actions represent the department or City social media efforts to enhance the city's brand and mission, and should follow all policies and procedures stipulated in this document.

Social Media Writers. City employees, volunteers and contractors who have the responsibility to write, edit, and publish on the City's social media sites. Social media writers' actions represent the department or city social media efforts to enhance the city's brand and missions, and should follow all policies and procedures stipulated in this document.

SECTION IV - RESPONSIBILITIES OF SOCIAL MEDIA ADMINISTRATORS

Social media administrators have the responsibility to oversee the social media efforts in their department and make sure that the social media sites are regularly maintained and kept up to date.

Social media administrators have the responsibility to make sure that the information published or shared on any social media site is professional, relevant, and appropriate.

Social media administrators should report on the department's social media activities and tools.

City employees who are engaged in writing, publishing and sharing content on social media sites must ensure that the information provided is respectful, relevant, accurate and professional, and it supports the department's mission. Social media content must show correct grammar and spelling, and mistakes should be corrected promptly.

SECTION V - CITY'S SOCIAL MEDIA SITES GOVERNANCE

- A. Enoch City's social media sites must support and enhance Enoch City's name and its objectives and goals. Social media administrators must create, share and publish content that strengthens the City's online reputation.
- B. The information contained on Enoch City's social media sites represents the City's views on policy issues and other important issues that affect City business and the community.
- C. Enoch City's social media sites are available to the public. Comments from the public are allowed and encouraged on Enoch City's social media sites to express concerns, suggestions or feelings about City departments and services.
 - 1. Content on social media sites must avoid creating a "public forum". Content on social media sites must be focused on discussions of a particular interest of the City or department. Social media sites that allow comments from the public must contain the following text:

“The site is to discuss issues of public interest in Enoch City, Utah. We encourage the public to submit comments, but please understand that this is not a public forum.”

2. Discussions on any social media site should be monitored daily during working hours to ensure comments stay on topic and follow the City’s mission. Any question or comment started by a citizen should be addressed promptly and in a timely manner, showing care and courtesy and excellent customer service.
 3. Social media administrators must remove any content that is not consistent with laws and ordinances, and that contains slurs, profanity, or personal insults.
 4. All social media content must avoid any topic or comment that may be objectionable, inflammatory, or controversial.
 5. Social media posts should add value through interaction from citizens. Social media posts should contain worthwhile information and offer perspective.
- D. Enoch City’s social media sites must not contain or promote any obscene, threatening or harassing language. Neither must it contain any attack of any kind or offensive comments that target or denigrate an ethnic, racial, age, religious group, political affiliation, sexual orientation, gender, or disability status. The writer responsible for such comments will be disciplined according to Human Resource laws and policies. Likewise, any comment or posting promoting any illegal activity is also prohibited.
- E. Social media administrators must delete any comment posted by the public that contains misleading or false information, sexual content, offensive or obscene language, promotes illegal activities, commercial services or products, defames or threatens any person or public or private organization, supports or opposes political candidates or political organizations, infringes on copyrights or trademarks, or is not related to the topic of discussion. Social media sites that allow comments from the public must contain the following text:
- “Enoch City reserves the right to delete any comment that contains misleading or false information, sexual content, offensive or obscene language, promotes illegal activities, commercial services or products, defames or threatens any person or public or private organization, supports or opposes political candidates or political organizations, infringes on copyrights or trademarks, or is not related to topic of discussion.”*
- F. City departments may not create and maintain social media sites different from the City’s general social media sites.
1. Official social media sites must have the Enoch City logo.

2. Any social media site created by any department must support and enhance Enoch City's name and its objectives and goals. If any social media site does not meet the City's goals and objectives, the City Manager may ask to discontinue that social media site at any moment. Any department with social media sites should have at least two city employees from that department acting as social media administrators.
 3. Social media sites login credentials should be kept on file by the City Manager.
 4. The head of the department should monitor content posted on the department's social media sites to make sure the adherence to this social media policy and for appropriate use, message and branding.
- G. Social media administrators and writers must post and share messages or links from other schools, school districts, state and federal agencies, municipalities, news media outlets, etc.
1. Any Enoch City's social media site should not advertise, publicize, promote, receive, share, comment, write or oppose any message or link from businesses, individuals, city employees or non-profit companies.
 2. Any Enoch City's social media site should not promote, receive, share, comment, write or oppose any person campaigning for election to a political office. Social media sites should not promote or advertise any business or commercial transaction.
- H. Social media administrators must not use their own social network username and password, and their personal email accounts for Enoch City's social media sites.
- I. Each head of department should ensure that only authorized personnel are allowed to make changes, updates, and create and edit content on the City's social media sites.
- J. Each head of department must train staff members who work with social media about this policy.
- K. All City's social media sites must include, when possible, a link to the City's website for original content, forms, documents, more information, or online services necessary to conduct business with Enoch City. Social media sites must also display the department's contact information and name of the head of the department.
- L. All social media administrators should conduct themselves as representatives of the city. Social media sites must follow Enoch City's Personnel policies.

- M. Social media writers should not use photographs for which Enoch City does not have the copyrights or the owner's permission to use, unless it is specified by the owner that the image is free.
- N. All references from outside sources should be properly cited using the guidelines of the APA style.
- O. Posts on Enoch City's social media sites should use the plural voice (i.e. "we") instead of the singular voice; thus, representing the organization and not a person creating the post.
- P. Social media administrators and writers should protect the privacy of citizens and protect sensitive and confidential information the City holds. Social media administrators and writers must follow protection laws, such as HIPPA.
- Q. Social media administrators and writers must keep retention laws, public records laws, fair use laws, financial disclosure laws, copyright laws, and any other law that might apply to the City or to the specific department.
- R. Social media administrators and writers should ask permission and approval from vendors, suppliers, clients, citizens, city employees, and other stakeholders when citing them on any social media post.
- S. Social media writers should correct their mistakes, and should not change any previous post without indicating that it was done. Social media writers should also address any negative comment or opposing view from the public in a positive manner.
- T. All Social media pages should include a description of the department, or the City, if it is the City's site.
 - 1. On a department's Facebook page, it should give a description of the department in the section title "About".
 - 2. Enoch City departments should create "pages" on Facebook instead of "groups". For "type" description, the option "government" should be used.
 - 3. On any department's Twitter account biographies, the site should contain a link to the department's website and should read "Enoch City, Department name". On the City's Twitter account biographies, the site should contain a link to the City's website.
 - 4. On any department's blog, an "About Us" tab or "About" tab should include a description of the department's mission and a link to the department and City's website. On the City's blog, an "About Us" tab or "About" tab should include a description of the City's mission and a link to the City's website.

5. On the department and City's social media sites should include the following statement:

"If the department or City follows or friends a third party's social media site, it is with the sole purpose of enabling communications and does not suggest departmental or City endorsement of that party."

SECTION VI - PRIVACY AND SECURITY

Music, photos, streaming video and subscriptions to RSS feeds can be beneficial to further the City's social media sites, but can also cause security issues and clutter. Any application should be used to fulfill Enoch City's purpose and to enhance user experience when it comes from trusted sources. If at any moment any application caused a security issue or contained a virus, it must be removed by the respective administrator.

SECTION VII - EMPLOYEE USE OF SOCIAL MEDIA

- A. Enoch City employees whose job is to maintain the City's social media sites must follow the guidelines stipulated in this policy. Employees may work on social media sites after business hours to respond to inquiries, questions or complaints that require a prompt answer.
- B. Enoch City's social media sites should not be used for personal profit or business interests. Neither should it be used to participate in political activity.
- C. When employees comment on City business, they should add a disclaimer that states that their comments and opinions are their own and do not represent the City's opinions and comments.
- D. Incidental and occasional use of an employee's personal social media sites is allowed during work hours as long as it does not interfere with the employee's job and productivity. Use of personal social media during working hours must also be limited.
- E. If an employee's social media activities break a law or any Enoch City policy, a disciplinary or any other corrective action may be taken. Any non-official or unauthorized social media activity that becomes a liability for the City may also result in disciplinary action.

- F. Employees should be examples of courtesy, respect and truthfulness at all times, including on social media sites and in their personal lives. Enoch City employees should not engage in any personal attacks, harassment or demeaning behavior.
- G. Employees, volunteers, and contractors who use computers, cell phones, telephones or electronic devices that are City property must recognize that Enoch City reserves the right to monitor use of its computer systems.

SECTION VIII - GUIDELINES FOR PERSONAL USE OF SOCIAL MEDIA

- A. City employees, contractors, and volunteers should not post on their personal social media sites content depicting City equipment, employees or property in a manner that would damage the image and reputation of the City or a City department. Any private social media activity that becomes a liability for the City may result in disciplinary action.
- B. City employees, contractors or volunteers should not use their City's email account or password and other City login credentials on any personal, social or professional networking site (Facebook, LinkedIn, Twitter, Pinterest, WordPress, etc.).
- C. Personal social media account's login credentials must not be related to Enoch City. For example, "City of Enoch" is not an appropriate personal username.
- D. If engaging in personal blogging or postings on social media sites, employees should not associate their opinions and comments to the City.
- E. Employees should avoid posting on their own social media sites any content that would compromise and damage their own reputation and image. They should refrain from sharing or writing any information that would be embarrassing to see published on any newspaper or television.

ARTICLE XV

VEHICLE USE POLICY

SECTION I - GENERAL

A. PURPOSE OF ARTICLE

The purpose of this Article is to establish Enoch City policies and procedures related to vehicle safety and to establish guidelines for the use of City owned vehicles.

B. GENERAL STATEMENT

It is the policy of Enoch City to provide vehicles for use in carrying out City related functions, typically within the incorporated boundaries of Enoch City. These vehicles are considered work-related vehicles and certain restrictions and constraints apply to their use. This policy applies to all employees of the City, with the exception of public safety personnel, and any others excluded at the discretion of the Mayor/City Manager of Enoch City or his/her designee. (Amended 7-18-07)

C. STANDARDS FOR USE OF CITY VEHICLES

Employees must familiarize themselves with Article XII, Health and Safety, prior to using a City vehicle.

City owned vehicles are to be used by employees only in the normal course of their daily job responsibilities, returned at the end of shift, and left secure with the keys to the vehicle deposited in the building associated with the vehicle, such as the City shops, City office building, etc., so that the vehicle is available for immediate use in the case of an off-duty emergency.

City owned vehicles may not be used for personal errands, functions or other personal use unless specific permission to do so is granted by the Mayor/City Manager or his/her designee. (Amended 7-18-07)

City owned vehicles may be driven only by a City employee or other City authorized individual who is properly licensed and insured. All City owned vehicles shall be driven within the requirements of applicable traffic laws.

On-call employees are authorized to take the City vehicles home during non-duty hours allowing them to respond more expeditiously in the event of an emergency. (Amended 7-18-07)

Employees are required to check the vehicle oil and fluid levels prior to use and shall refer all maintenance of the vehicle to the maintenance technician. All vehicles shall be kept clean by the person using such a vehicle.

Employees will immediately report any vehicle malfunctions and all accidents, injuries, property damage and traffic violations to their supervisor.

Smoking and the possession or consumption of alcohol in any City owned vehicle is prohibited.

ARTICLE XVI

EMPLOYEE APPEALS BOARD AND THE APPEALS PROCESS,

As established by Enoch City Ordinance No. 2006-01-18-B on January 18, 2006, as required by State law.

APPEALS BOARD: There is hereby created an appeals board to hear appeals in accordance with Utah Code Annotated 10-3-1105 and 1106. The City Council of Enoch City shall be the members of the appeals board. The Mayor shall not be a member of the appeals board. Four members of the board shall constitute a quorum for the transaction of any business of the board or for the hearing of an appeal. The appeals board shall meet when need arises therefore, and reasonable notice shall be given to each member of the board. At the first meeting of the board in any fiscal year in which a meeting is held, the members of the board forming a quorum shall elect one of their number to serve as chairperson for the balance of the fiscal year. The City Recorder shall act as secretary for the board and shall keep all records and minutes of any board meeting or appeal. The chairperson shall cooperate with the City Recorder in setting the time, date and place of all meetings and appeal hearings.

HEARINGS BY THE APPEALS BOARD

- A. Except as provided in subsection (B) below, in all cases where an employee is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any reason, the employee shall have the right to appeal such discharge, suspension or transfer as provided herein. A policy setting forth the procedures under this section for an appeal shall be prepared and made a part of the City's employee policies and procedures manual made available to the employees.
- B. Subsection (A) does not apply to:
 - (i) an officer appointed by the Mayor or other person or body exercising executive power in the City;
 - (ii) the police chief;
 - (iii) the deputy police chief;
 - (iv) the fire chief;
 - (v) the deputy fire chief;
 - (vi) any department head;
 - (vii) any deputy department head;
 - (viii) any superintendent;

- (ix) any probationary employee;
 - (x) any part-time employee; or
 - (xi) any seasonal employee.
- C. Prior to filing any appeal with the employee appeals board, the employee shall exhaust all of the employee's rights under applicable City grievance procedures.
- D. Each appeal shall be taken by filing written notice of the appeal with the City Recorder within ten days after the later of:
 - (i) the employee's receipt of notice of the final disposition under any applicable City grievance procedure; or
 - (ii) the date of discharge, suspension, or involuntary transfer.
- E. Upon the filing of an appeal the City Recorder shall forthwith refer a copy of the Appeal to the appeals board.
- F. Upon receipt of the referral from the City Recorder, the appeals board shall commence its investigation, take and receive evidence, and fully hear and determine the matter which relates to the cause for the discharge, suspension, or transfer.
- G. An employee who is the subject of the discharge, suspension or transfer may:
 - (i) appear in person and be represented by counsel;
 - (ii) have a public hearing;
 - (iii) confront the witnesses whose testimony is to be considered; and (iv) examine the evidence to be considered by the appeals board.
- H. The employee appeals board shall review the evidence presented and determine only whether the discharge, suspension or involuntary transfer was supported by reasonable evidence and was in accordance with City ordinances and policies. Each decision of the appeals board shall be by secret ballot, and shall be certified to the City recorder within 15 days from the date the matter is referred to it, except that for good cause, the board may extend the 15-day period up to a maximum of 60 days, if the employee and the City both consent.
- I. If it finds in favor of the employee, the board shall provide that the employee shall receive:
 - (i) the employee's salary for the period of time during which the employee is discharged or suspended without pay; or
 - (ii) any deficiency in salary for the period during which the employee was transferred to a position of less remuneration.

- J. A final action or order of the appeals board may be appealed to the Court of appeals by filing with that court a notice of appeal. Each appeal under this subsection shall be filed within 30 days after the issuance of the final action or order of the appeals board.
- K. The Court of Appeals' review shall be on the record of the appeals board and for the purpose of determining if the appeals board abused its discretion or exceeded its authority.
If any part of the Ordinance shall be found to be unconstitutional or unlawful by a duly appointed court of law, all parts not so found shall be lawful and in full force.

**ENOCH CITY CORPORATION
PERSONNEL POLICIES AND PROCEDURES ACKNOWLEDGMENT**

TO: All Employees

SUBJECT: Receipt and Acknowledgment of Personnel Manual

This document serves as formal confirmation that I have been provided with access to the **Enoch City Personnel Policies and Procedures Manual**. I understand that the ultimate responsibility for implementing these policies rests with the **Mayor and City Council**, while the **City Manager** directs their daily application.

I hereby acknowledge and agree to the following:

1. **Access to Policy:** I am aware that the official manual is maintained and available for my review at <https://www.enochcityut.gov/staff-page.html> or City Office during regular business hours.
 2. **Responsibility to Read:** I certify that I have **read the manual in its entirety** and understand the policies, rules of conduct, and benefit structures described therein.
 3. **Drug-Free Work Place:** I specifically acknowledge that I have received and read **Article XIII**, regarding the City's Drug-Free Work Place policy. I understand that the unlawful manufacture, distribution, or use of a controlled substance in the workplace is **expressly prohibited** and that compliance is a **condition of my employment**.
 4. **Employment-at-Will:** I understand that my employment with Enoch City is "**at-will**," meaning the relationship is terminable by either party at any time, with or without cause or notice.
 5. **Not a Contract:** I acknowledge that this manual is a general policy statement and **does not constitute a contract of employment**, an implied contract, or a commitment to a fixed duration of service.
 6. **Policy Revisions:** I understand that the City reserves the right to **unilaterally modify, delete, or add to these policies** at any time with the concurrence of the mayor.
- My signature below indicates that I have read this acknowledgment and the referenced manual and that I understand my responsibilities as an employee of Enoch City.

Employee Signature

Printed Name

Date

Enoch City Council Notice and Agenda

Meeting Minutes

September 16, 2026, 6:00 PM
900 E. Midvalley Road, Enoch, UT, US

1. Call To Order of Regular Council Meeting

Mayor Jim Rushton called the Regular Council Meeting of the Enoch City Council to order on Wednesday, September 16, 2026, at approximately 6:02 PM at 900 E. Midvalley Road, Enoch, Utah.

a. Pledge of Allegiance

Public Works Director Hayden White led those present in the Pledge of Allegiance.

b. Invocation (2 min.)-Audience invited to participate

Mayor Rushton invited members of the audience to participate in the invocation. Seeing no volunteers from the audience, Mayor Rushton offered the invocation himself, expressing gratitude for the opportunity to discuss the business of Enoch City and asking for the spirit and guidance to make good decisions, for the safety and protection of the area, and closing in the name of Jesus Christ.

c. Inspirational thought

Council Member Kimberlee Trower delivered the inspirational thought, drawing on her experience attending the Utah One Summit. She shared reflections on how to create a culture, noting key principles: taking pride in one's work, looking for ways to inspire and reward, listening, communicating, knowing one's team's work ethic, and getting buy-in while giving others opportunities to contribute. She specifically highlighted a thought attributed to Mindy Benson from the summit: "As you innovate, always look at how you can keep your uniqueness unique." Council Member Trower remarked that she appreciated this sentiment because there is always a way to innovate and get better, but one should not lose what makes them unique. Council Member David Harris expressed appreciation for the thought.

d. Approval of Agenda for September 16, 2026

Council Member Harris asked whether everyone had had a chance to review the agenda for the evening.

Motion to approve the agenda for September 16, 2026 was made by Council Member David Harris and seconded by Council Member Debra Ley. The motion carried unanimously.

e. Approval of Minutes for September 2, 2026

Motion to approve the minutes for the meeting held September 2, 2026 was made by Council Member David Harris and seconded by Council Member Kimberlee Trower. The motion carried unanimously.

f. Ratify Expenditures

Mayor Rushton noted that the meeting included the ratification of expenditures. City Manager Ryan Robinson indicated he would send the expenditure information out via email, as he was uncertain whether all members had had a chance to review it. Mayor Rushton noted that Finance Director Ashley Horton was not present and suggested that if there were any questions, the item could be pushed to the next meeting; however, as no objections were raised, the expenditure report was passed around for review and the item was addressed without further discussion.

g. Conflict of Interest Declaration for this agenda

Mayor Rushton asked whether any council member had a conflict of interest to disclose for any item on the evening's agenda. Seeing none, the Mayor proceeded.

2. Public Comments

Mayor Rushton opened the Public Comment period, noting that several public hearings were scheduled for the evening and requested that residents wishing to comment on those specific items hold their remarks for the appropriate public hearing. No members

of the public came forward to offer general public comment, and the Mayor proceeded to the next item.

3. Public Hearing Regarding A Sales Tax Revenue Bond

Motion to close the regular meeting and open a public hearing regarding a sales tax revenue bond was made by Council Member David Harris and seconded by Council Member Kimberlee Trower. The motion carried unanimously.

Mayor Rushton declared the public hearing open. No members of the public, either in person or online, came forward to offer comment.

Motion to close the public hearing and return to the regular city council meeting was made by Council Member David Harris and seconded by Council Member Kimberlee Trower. The motion carried unanimously.

4. Public Hearing Regarding CIB Funding Projects

Motion to close the regular meeting and open a public hearing regarding CIB funding projects was made by Council Member David Harris and seconded by Council Member Kimberlee Trower. The motion carried unanimously.

Mayor Rushton declared the public hearing open. City Manager Robinson provided brief background, explaining that the Community Impact Board (CIB) had changed the process by which the City applies for funding and now requires a public hearing and discussion on any applicable projects. He noted the submitted list represented next year's cycle, that the total across all projects was approximately \$68,000,000, and that the City was not seeking funding for all of them at once. He clarified that CIB is a state-level program offering low-interest loans and grants, funded largely through revenues from public lands, and that the City was not paying into it; rather, any award of a loan would be discussed at that time.

No members of the public came forward to offer comment.

Motion to close the public hearing and return to the regular city council meeting was made by Council Member David Harris and seconded by Council Member Debra Ley. The motion carried unanimously.

5. Public Hearing To Implement A \$1.00 Fee For Residents Who Want A Paper Utility Bill

Motion to close the regular meeting and open a public hearing to implement a \$1.00 fee for residents who want a paper utility bill was made by Council Member David Harris and seconded by Council Member Kimberlee Trower. The motion carried unanimously.

Mayor Rushton declared the public hearing open.

Jonathan Wilson, 4883 North Albert Drive, addressed the Council with a question directed to City Attorney Justin Wayment. Mr. Wilson asked whether there was anything in the law that prevents a municipality from arbitrarily changing its fee structure to accomplish a desired outcome. He explained his concern: he had been present during prior discussions in which the City had worked through several steps to subsidize paper billing. His understanding was that the funding for paper billing had already been addressed, and he questioned whether the proposed \$1.00 fee was motivated less by cost recovery and more by a desire to discontinue paper billing altogether.

City Attorney Wayment responded that he did not believe that was the case, explaining his understanding that the \$1.00 fee was intended to recover the actual costs of mailing paper bills—postage, paper, envelope, and associated staff time—and that those costs were estimated at approximately \$1.00 per bill. He noted that the postage alone was approximately \$0.70 per stamp. Regarding the legal question, Attorney Wayment stated that if the fee was genuinely cost-justified, it would not be "arbitrary." He explained that the word "arbitrary" was key to the analysis—a fee tied to actual cost recovery has legal

justification, whereas a fee imposed solely out of a desire to stop providing the service would be a different matter.

Mr. Wilson acknowledged the distinction, agreeing that a cost-based justification was legitimate, but reiterating that a fee motivated purely by not wanting to continue the service would not be.

Council Member Harris noted that the cost of postage alone constituted a significant portion of the expense, and that electronic delivery costs the City nothing. He framed the fee as cost recovery and not a penalty, stating that those choosing paper billing would simply be paying for what they receive.

City Manager Robinson elaborated on operational considerations, noting that the City sends out approximately 2,000 bills per month and receives a significant volume of phone calls on shut-off notice day, many from residents claiming bills were lost in the mail. He stated that if the City simply did not want to offer paper billing, it would stop offering it entirely rather than charging a fee. He also noted that staff—specifically Lindsay, Carrie, and Mindy—had expressed concern that the fee might be perceived as discouraging residents from coming into the office, and that the staff wanted to make clear that was not the intent. A waiver process was being proposed to accommodate residents who lacked email access or other means to receive bills electronically, and staff indicated they would be happy to help any resident fill out a waiver application.

Council Member Trower raised the question of whether the City should simply stop sending paper bills entirely, but acknowledged that some residents still wanted them and that some might not have email access. Mayor Rushton agreed, noting that some residents do not have email at all.

Council Member Trower also observed that, with rising costs in gas, stamps, paper, and labor, the fee was a practical measure to protect the broader resident base from subsidizing a service used by fewer people.

No further public comment was received, and Mayor Rushton confirmed no online participants wished to comment. Motion to close the public hearing and return to the regular city council meeting was made by Council Member David Harris and seconded by Council Member Debra Ley. The motion carried unanimously.

City Manager Robinson confirmed that the Council had previously considered and rejected the idea of a monthly credit for going paperless in favor of a one-time \$5.00

credit, which was already in place. Mayor Rushton suggested that the existing \$5.00 credit for signing up for electronic billing might be worth promoting more actively as a positive incentive rather than focusing on the new fee as a perceived punishment.

Council Member Ley raised the point that some residents request paper billing not because they lack technology, but because they prefer a physical document in-hand, and noted that other communities do this without charging a fee. She described the shift as an interesting reversal, since at one time there had been a fee for going paperless. Council Member Harris responded that all of these changes were directly tied to what the City actually had to pay, and that as costs had shifted, so too had the structure of the fees.

Attorney Wayment offered a philosophical observation, noting that the fee was not a penalty if the resident was actually paying the real cost of the service. He likened it to the DoorDash delivery fee, noting that convenience comes with a cost, whether it is a delivery fee or the cost of one's own time and fuel to pick up food in person.

Council Member Ley expressed concern about penalizing residents who do not have Internet access and do not want automatic payments. Attorney Wayment and City Manager Robinson both emphasized that the waiver process was designed to address exactly those residents, and that the waiver would be kept as simple as possible. Council Member Trower clarified that electronic billing does not require automatic payment—residents can receive the bill by email and then choose how and when to pay it.

City Manager Robinson noted that the Council might consider setting a delayed effective date so that residents could take advantage of the existing \$5.00 credit for switching to electronic billing before the \$1.00 fee took effect, and so that those needing a waiver could request one before being charged.

Council Member Ley agreed that an advance effective date would give residents the opportunity to either go electronic or file for a waiver before ever being charged the dollar.

Council Member Harris moved to approve the resolution with a delayed effective date of December 1, 2026. Council Member Trower seconded. Prior to the vote, Council Member Trower noted with some regret that the move to electronic billing meant fewer

residents would receive the paper newsletter insert, which she viewed as an effective form of community communication. Mayor Jim Rushton noted that a digital version of the newsletter would still be distributed electronically.

No further public comment was received, and Mayor Rushton confirmed no online participants wished to comment. Motion to close the public hearing and return to the regular city council meeting was made by Council Member David Harris and seconded by Council Member Debra Ley. The motion carried unanimously.

Motion to approve Resolution No. 2026-09-16-A, A Resolution Amending the Enoch City Fee Schedule – Adding a fee for a paper utility bill, with an effective date of December 1, 2026, was made by Council Member David Harris and seconded by Council Member Kimberlee Trower.

Roll Call Vote:

- Council Member Shawn Stoor: Aye
- Council Member David Harris: Aye
- Council Member Kimberlee Trower: Aye
- Council Member Deborah Ley: Aye
- Council Member Jacob: Absent

The motion carried 4-0.

6. Consider Resolution No. 2026-09-16-A, A Resolution Amending The Enoch City Fee Schedule – Adding a fee for a paper utility bill

This item was addressed in conjunction with Agenda Item 5. See above for full discussion and vote.

7. Public Hearing To Amend Enoch City Ordinances, Section 13.1000.1083 – Public Nuisances & Add Section 13.300.331 — Disturbing The Peace

Motion to close the regular meeting and open a public hearing to amend Enoch City Ordinances Section 13.1000.1083 – Public Nuisances and add Section 13.300.331 – Disturbing the Peace was made by Council Member David Harris and seconded by Council Member Kimberlee Trower. The motion carried unanimously.

Mayor Rushton declared the public hearing open. No members of the public came forward to offer comment.

Motion to close the public hearing and return to the regular city council meeting was made by Council Member David Harris and seconded by Council Member Kimberlee Trower. The motion carried unanimously.

8. Consider Ordinance No. 2026-09-16-A, An Ordinance To Amend Enoch City Ordinances Section 13.1000.1083 – Public Nuisances & Add Section 13.300.331 — Disturbing The Peace

City Manager Robinson provided background on the proposed ordinance. He explained that, under the City's current code, the prohibition on disturbing the peace applied only to the hours after 10:00 PM and before 7:00 AM. He noted that the City had found itself in a difficult position with certain large-scale projects—citing a recent example in which a contractor was pouring 800 yards of concrete—which sometimes require work to be performed outside of those restricted hours. The proposed ordinance would establish a formal process requiring applicants who need to work outside normal hours to submit a request to City Manager Robinson, the Building Official, and Chief of Police Jackson Ames, and to provide advance notice to neighboring properties within 300 feet.

City Manager Robinson invited Chief Ames to explain edits he had proposed to the draft language.

Chief Ames came to the podium and explained that his concern with the original draft was the burden it placed on City staff to verify that every neighbor within 300 feet had actually received notice. He described the impracticality of having law enforcement go door-to-door to confirm receipt of notification 24 hours in advance. His proposed language changes placed the responsibility squarely on the applicant to provide notice and to confirm they had done so, rather than creating a verification obligation for the City. He also clarified that he had revised certain terminology to mirror the language used in state code, particularly with respect to agricultural activities, to ensure consistency between the City's ordinance and state-level definitions already in place for those contexts.

Council Member Stoor asked what practical good the noticing requirement actually accomplished for a neighboring homeowner, and questioned whether simply adopting the ordinance was sufficient notice in itself.

Attorney Wayment offered a legal and historical perspective, referencing the legal doctrine that a person who "came to the nuisance"—that is, chose to develop or live next to an existing agricultural or industrial use—has limited grounds to complain. He referenced landmark U.S. Supreme Court cases including *Nolan* and *Dolan*, as well as a seminal South Dakota case involving a gravel pit, to illustrate that the courts have long recognized that as cities expand into agricultural areas, new residents take on some responsibility for the preexisting conditions. He also suggested that rather than requiring signed receipts or door-to-door delivery of notice, the City could adopt an A-frame sign requirement—similar to the signs posted for zone change applications—placed at the street near the work site, which would provide constructive notice to all who passed by.

City Manager Robinson expressed support for the A-frame sign concept, noting it was simple, visible, and placed the burden clearly on the applicant. He added that advance notice of any kind is valuable because it allows neighbors to close their windows, plan accordingly, or contact the City proactively rather than calling dispatch at 3:00 AM in surprise.

Council Member Stoor also asked whether the permit would need to be renewed each 30 days for ongoing work. City Manager Robinson confirmed that as written, a new application would be required every 30 days.

Attorney Wayment noted that the agricultural language he had added was included because Enoch City has residents who engage in farming activities, and the state already provides allowances for those uses—the goal was to ensure the City's language was consistent with those existing allowances.

Motion to approve Ordinance No. 2026-09-16-A, An Ordinance to Amend Enoch City Ordinances Section 13.1000.1083 – Public Nuisances and add Section 13.300.331 – Disturbing the Peace, incorporating A-frame sign notification as a permissible method of neighbor notification and adjusting language as suggested by Chief Ames to be consistent with state code, was made by Council Member David Harris and seconded by Council Member Kimberlee Trower.

Roll Call Vote:

- Council Member Shawn Stoor: Aye
- Council Member David Harris: Aye
- Council Member Deborah Ley: Aye
- Council Member Kimberlee Trower: Aye
- Council Member Jacob: Absent

The motion carried 4-0.

9. Consider Ordinance No. 2026-09-16-B, An Ordinance Amending Enoch City Ordinances, Section 14.100.150-152 (Water), 14.200.205 (Sewer), And 12.300.317 Water And Sewage Requirements – See Planning Commission Rec.

City Manager Robinson introduced this item, noting that while it appeared complex on its face, it was more straightforward in practice. He recalled that some months prior, a property owner outside of city limits had sought to connect to the City's water or sewer system. The existing code had contained a process by which such connections could be made. The proposed ordinance would remove that process and require that properties be within city limits—or annex—before connecting to City water or sewer service.

City Manager Robinson noted that the ordinance had gone through the Planning Commission the prior week, where a public hearing was held, and that the Planning Commission's recommendation included added language to address the City's existing sewer infrastructure that extended into unincorporated county areas. The amendment as modified by the Planning Commission would allow staff to approve sewer connections for properties outside city limits where sewer infrastructure was already in place.

Council Member Trower clarified the distinction: properties hooking onto sewer outside city limits would not be required to annex, whereas properties seeking water connections would be required to be within city limits.

Attorney Wayment raised an important question regarding the City's designated water service area, asking whether there were residents currently located outside city limits but within the designated service area who could be negatively affected by the ordinance. Public Works Director White confirmed that the City's infrastructure did serve some areas outside the city boundary, within the designated service area. Attorney Wayment advised that the motion should specifically note that any property already within the City's designated service area—though outside city limits—must continue to

be treated the same as properties within city limits, so as not to inadvertently cut off existing service obligations.

Motion to approve Ordinance No. 2026-09-16-B, An Ordinance Amending Enoch City Ordinances Sections 14.100.150-152 (Water), 14.200.205 (Sewer), and 12.300.317 (Water and Sewage Requirements), noting that all properties within the City's designated service area but outside city limits are still to be treated the same as properties within city limits, was made by Council Member David Harris and seconded by Council Member Debra Ley.

Roll Call Vote:

- Council Member Shawn Stoor: Aye
- Council Member David Harris: Aye
- Council Member Deborah Ley: Aye
- Council Member Kimberlee Trower: Aye
- Council Member Jacob: Absent

The motion carried 4-0.

10. Consider Amending The Enoch City Engineering Standard Details – Hayden White, Public Works Director

Public Works Director White explained that this item involved updating the City's engineering standard details to include a 12-inch water meter standard. He noted that the Council had previously approved engineering standards for 6-inch and 8-inch meters, but the 12-inch standard had not been ready at that time. He stated that MCM was currently installing a 12-inch meter and that he had already provided them with the standard in anticipation of its adoption at this meeting.

Motion to approve the amendment of the Enoch City Engineering Standard Details to include the 12-inch connection standard was made by Council Member David

Harris and seconded by Council Member Kimberlee Trower. The motion carried unanimously by voice vote.

11. Set A Public Hearing To Consider Amending The Enoch City Fee Schedule – Adding 6", 8", & 12" meter fee

Motion to set a public hearing for October 7, 2026 to consider amending the Enoch City Fee Schedule to add fees for 6-inch, 8-inch, and 12-inch meters was made by Council Member David Harris and seconded by Council Member Kimberlee Trower. The motion carried unanimously.

12. Consider Amending The Impact Fee For The Hub Pizza And Golden Hour Coffee

City Manager Robinson provided extensive background on this item. He explained that Hub Pizza and Golden Hour Coffee had both requested a reduction in their transportation impact fees. Velocity Homes had assisted them in putting together a proposal for that reduction, with Hub Pizza's fee reduced by approximately 81% and Golden Hour Coffee's fee reduced by approximately 74% under the proposal. The City sent the Velocity proposal to its traffic impact fee study firm, Sunrise Engineering, for review. Sunrise responded that it needed more information before it could justify a reduction of that magnitude. Velocity disputed Sunrise's conclusions.

City Manager Robinson stated that, in response, he had reached out to two additional engineering firms for a second opinion. He had first contacted Watson Engineering, whose principal, Tim Watson, was dealing with a family bereavement and was initially unable to respond in time. He then contacted Jones and Demille Engineering, which has a traffic engineer on staff. Tim Watson was ultimately able to provide feedback as well. Both firms' written responses had been included in the Council's packet.

City Manager Robinson summarized Tim Watson's feedback: Watson stated he is not a traffic engineer himself, and that Watson Engineering typically contracts that work out. His primary concern was ensuring that the proposed fee reduction would not push the intersection of Mid Valley Road and Minersville Highway to failure during peak traffic hours. Watson did not want to see the intersection reach a level of service failure as a result of the reduced fee allowing more intensive land use over time.

City Manager Robinson summarized Jones and Demille Engineering's feedback: as a competitor of Sunrise, their initial reaction was critical of Sunrise's study overall—which City Manager Robinson analogized to "going to Ford and asking what they think of a Chevy." However, Jones and Demille also agreed that more information would be needed before the Council could responsibly act to reduce the fees, and they identified concerns with the way the fee had been structured and collected.

Attorney Wayment added a key piece of Tim Watson's advice that had not been included in the written summary: Watson had recommended that the Council should not reduce the fee by more than 50%, and should set that as a floor. Watson's reasoning was that a business like Hub Pizza might operate for only two years, and then the property could change hands and become a higher-intensity use—such as a business generating 200 cars instead of 80—at which point the City would have no ability to recapture the impact fees already reduced. Watson's position was that the fee is an educated engineering estimate of long-term impact across the community, and that going below 50% of the original fee without strong empirical justification risked undermining the nexus between the fee and the actual impact.

Attorney Wayment stated that Watson had recommended the following path forward: that the applicants take Tyler's (Velocity's) formula and data to Sunrise Engineering, have Sunrise evaluate it on its merits, and allow Sunrise to respond with either approval or specific deficiencies. Wayment clarified that this would mean the applicants pay Sunrise's review fee, but Sunrise would still be acting in the City's interests and not those of the applicants, which addressed the potential conflict-of-interest concern that Sunrise could be hired by both parties simultaneously.

Mayor Rushton asked a clarifying question: had Sunrise already seen Tyler's information? City Manager Robinson confirmed that Sunrise had already reviewed

Velocity's proposal and had come back saying it was not sufficient—that a full traffic study was needed before any reduction could be justified. Wayment expressed surprise at this, saying he had not been aware that Sunrise had already received and rejected Tyler's data, and noted that this made the path forward more complicated.

Council Member Stoor raised a concern about the dynamic of asking Sunrise—who had produced the original study—to validate a methodology presented by Velocity that essentially argued Sunrise's own study was flawed. He observed that there was an inherent awkwardness in asking any firm to admit its own prior work was inadequate.

City Manager Robinson noted that he had spoken with a representative from Jones and Demille, who indicated that a high-end traffic study for this type of use would cost approximately \$7,000, and that for a project of this scope, the cost might be considerably less. He suggested that the two businesses—Hub Pizza and Golden Hour Coffee—might be able to commission a joint study at a reduced combined cost, potentially as low as \$1,500–\$2,000 for both.

Attorney Wayment acknowledged that \$7,000 was not an unreasonable number and that it was well within the range of what the businesses should be able to manage, particularly if they split it. He added that if the businesses wanted to use Jones and Demille rather than waiting for Sunrise to update its study, that would be acceptable, as a stamped engineering report from a qualified firm would carry sufficient credibility for the Council to act on.

Council Member Trower noted that a prior concern raised in this discussion had been that the cost of commissioning a traffic study would deter small, independent businesses—"mom and pops"—in favor of larger commercial operators with greater financial resources. She reiterated that concern in the context of the current discussion.

Mayor Rushton and Council Member Harris both raised a broader systemic concern: this same issue would arise again with every future business that wanted to challenge its transportation impact fee. Mayor Rushton asked whether the path forward for Hub and Golden Hour would set a precedent or establish a replicable formula. Attorney Wayment indicated that it would not necessarily do so—each case would be specific—

but that the more useful long-term solution would be for the Council to direct Sunrise to add additional fee categories to the existing study.

Council Member Harris articulated this position clearly, stating: "I do think that we are trying to find something that accurately represents the amount of traffic that will come to these businesses. I think that the study that Tyler did is pretty close. I don't think that the category we have and the fee we have is accurate." He proposed directing Sunrise to add several more categories to the transportation impact fee study, with associated fees for each, so that businesses falling between the existing categories—such as a sit-down restaurant versus a fast-food establishment—would have an applicable fee tier without needing to commission an independent study.

City Manager Robinson agreed, noting that Jones and Demille had offered to sit down and identify corrections they would make to the existing study, and that Sunrise could be asked to do the same. He summarized the Council's direction as: go to Sunrise first and ask them to add new categories and associated fees, so that the City has a more nuanced and accurate fee schedule going forward.

Attorney Wayment offered a counterpoint for consideration—that perhaps the City was overcomplicating the structure and should instead look at a simpler flat-rate system similar to what Cedar City uses, where fees are assessed by square footage with a few broad categories. He acknowledged this was just a thought and not a formal recommendation.

The Council discussed the status of the fees already paid. City Manager Robinson clarified, based on his conversation with City Recorder Lindsay Hildebrand and Building Inspector Mindy, that the transportation impact fees for Hub Pizza and Golden Hour Coffee had already been paid by the property owner/builder, who was now passing those costs on to the tenants as part of the lease. This meant the City was not currently withholding anything from the businesses, and they were not being blocked from opening; rather, the businesses were seeking relief from what the landlord was charging them back under the lease terms. If the Council ultimately approved a reduction, the City would issue a refund of the difference to the landlord.

Attorney Wayment expressed concern about the ability to legally justify reducing impact fees without sufficient empirical data, stating: "I don't think you can justify waiving your impact fees. In fact, the statute's pretty specific about it. You can't justify waiving your impact fees without some empirical data that gives you the justification to do it. Because if you start doing that, you're hurting your other citizens."

Council Member Ley raised the question of recourse if a higher-intensity business later occupied a space for which impact fees had been substantially reduced. Attorney Wayment confirmed there would be no recourse: once the impact fee is paid for a given property, it is done. He explained that the system is designed to balance out over time—some uses become more intensive, some less so—and that is the foundation of the impact fee model. This reinforced the argument for maintaining a meaningful floor on any reduction, such as the 50% minimum Watson had suggested.

The group discussed the City's position with respect to Cedar City's fee structure, which is assessed by square footage, with certain categories charged more or less depending on use type. City Manager Robinson noted that Cedar City's approach achieves a form of balance across all development types.

Mayor Rushton asked whether any formal action was needed on this item at tonight's meeting. The consensus was that no vote was required. The Council's direction to staff was as follows:

- Notify the applicants (Hub Pizza and Golden Hour Coffee / their landlord) that they may either commission an independent traffic study from a qualified firm (such as Jones and Demille) and bring it back to the Council, or wait for Sunrise Engineering to develop additional fee categories.
- Direct staff to approach Sunrise Engineering and request that they add more nuanced categories and associated fees to the transportation impact fee study so that future applicants have an appropriate category without needing to go through this process every time.
- Put the item back on a future agenda once either of those two paths has produced actionable results.

No formal vote was taken on this item.

13. Set A Public Hearing To Consider Amending Enoch City Ordinances, Section 14.100.150-152 (Water), 14.200.205 (Sewer), And 12.300.317 Water And Sewage Requirements – See Planning Commission Rec.

Motion to set a public hearing for October 7, 2026 to consider amending Enoch City Ordinances Section 14.100.180 – Cross Connection was made by Council Member David Harris and seconded by Council Member Kimberlee Trower. The motion carried unanimously.

14. Council/Staff Report

Chief of Police Jackson Ames:

- ♦ Attended the Major Crimes Conference the previous week with Officer Dustin Roy.
- ♦ Conducted Emergency Vehicle Operations (EVO) training at the Parowan Airport, covering felony stops, vehicle boxing techniques, a skills course, and deployment of stop sticks; noted that driving is statistically the riskiest activity officers perform daily.
- ♦ Conducted Taser training the previous day; noted with humor that no volunteers were tased during the training.
- ♦ Reported the department is tracking approximately 1,400 cases for the year with several months remaining.

Public Works Director Hayden White:

- ♦ Highway 91 resurfacing project is wrapping up; additional paving was extended to the recreation center and gravel was applied to driveways where asphalt was not selected.
- ♦ Installed an additional 80 feet of 60-inch culvert at the 0.5-mile mark, extending it further out of the right-of-way for improved winter driving safety.

- Work has begun on realigning the intersection of Midvalley Road and Highway 91 to create a true 90-degree turn; the area was grubbed out that day and a re-blue stake is needed due to the presence of high-pressure gas and telephone lines in the area.
- The intersection will remain open until paving day, at which point traffic will be reduced to one lane for a period of a few hours; the old road alignment will be removed after the new alignment is paved.
- Reported receiving numerous compliments from the public regarding the Highway 91 improvements.
- Provided an update on the new well project: the drilling contractor was expected to already be on-site conducting tests and attempting to achieve 800–900 gallons per minute of flow. The contractor had indicated a need to purchase a new pump capable of 2,000 gallons per minute (approximately \$170,000) in order to complete the test pumping. Public Works Director Hayden White stated he would not authorize that purchase, and had not seen or heard from the contractor recently. He noted that with the new ordinance now in place, he could authorize the 24-hour pump test to proceed.

City Manager Ryan Robinson:

- Met with the county this week to discuss the process of renaming Minersville Highway through Enoch City to "Enoch Parkway," at minimum from the I-15 overpass through the city limits, and potentially as far north as the Beaver County line. The county confirmed that "Minersville Highway" is not an official name but an alias, meaning the underlying address reference is SR-130. Discussions are ongoing with UDOT and the county to determine the extent of the renaming.
- The Transportation Expo is scheduled for the following day, September 17, 2026, from 1:00 PM to 6:00 PM at Festival Hall in Cedar City. City Manager Robinson planned to use the event to meet with UDOT and county representatives to advance the road renaming discussion.
- Announced that Board Member Celeste Lyman, recently appointed to the Parks and Recreation Board, had resigned due to her husband's calling to serve in a YSA Bishopric. Asked council members to submit names for a replacement appointment.

- Reported on the City Water Board meeting held the prior Thursday: the Iron County Water Conservancy District is in the process of constructing two new wells that would provide the City with access to Basin 71 water rights. The Water Board has made a recommendation that will come before the Council; a public hearing is also scheduled at an upcoming Planning Commission meeting.
- Announced that the Planning Commission training on annexation with state land use training coordinator Rob Terry has been scheduled for October 13, 2026. Council members were invited to attend, either in person or via Zoom; the session will also be available on YouTube.
- Reported that the City has begun broadcasting its meetings on YouTube for greater public accessibility and records transparency.
- Distributed a pamphlet summarizing survey results contracted by the Vision Iron County board through the University of Utah; approximately 1,100 of Iron County's 60,000 residents participated. Noted the full report is being reviewed and will be made available through Vision Iron County.
- Raised the possibility of moving Planning Commission meetings from Tuesday nights to Wednesday nights beginning in 2027, aligning all City meetings on the same evening (1st and 3rd Wednesdays for City Council, 2nd and 4th Wednesdays for Planning Commission). The Planning Commission had no objection when the idea was raised. This will be brought back for formal consideration when the 2027 meeting schedule is set.

City Recorder Lindsay Hildebrand:

- The office is very busy with phone calls, building inquiries, and general administrative work.
- Will be attending the Fall Municipal Clerks' Conference in approximately two weeks, and will be away for one week.
- Noted that the Business License Conference is scheduled for the following week as well.

Mayor Jim Rushton:

- Pallet Bakery held its grand opening earlier in the week (Monday) at the strip mall on the commercial corridor; reported a good turnout and noted the presence of representatives from neighboring businesses including Golden Hour Coffee and the physical therapist. Encouraged residents to support the local business.

- ACE Hardware is now open and the Mayor noted it was impressive upon visiting.
- Lin's is slated for a soft opening the following Monday and a grand opening on the 30th at 11:00 AM; encouraged council members to attend and support the business.
- Reported on the Five County Association of Governments and League of Cities and Towns annual meeting held at Ruby's Inn at Bryce Canyon. Topics included accessing community funding and grants, with an emphasis on the challenges smaller cities face in grant writing capacity. Noted that Five County has resources available to assist with grant writing. Also noted the City's enrollment in the Southern Utah Economic Alliance.

Council Member Shawn Stoor:

- Reported on the City's Day of Service held on Saturday; noted good participation and community turnout.
- The City fed approximately 200 people lunch, including hamburgers and hot dogs, following the service activities.
- The dump fill-up was fully utilized.

Council Member David Harris:

- Deferred to City Manager Robinson's earlier report on the Water Board meeting and had no additional items.

Council Member Kimberlee Trower:

- Reminded the Council that the Races Across America meeting is scheduled for Monday at 5:00 PM at City Hall.
- Confirmed that Lynn's grand opening is at 11:00 AM on the 30th.
- Reported that the City's meeting minutes are not currently appearing in the Iron County Today newspaper, whereas other municipalities including Cedar City are included. She had received questions from residents about this and suggested looking into it. The Council expressed general interest in exploring the option of a synopsis being submitted.
- Attended the Outdoor Recreation Summit and reported on a wide array of grant opportunities available to municipalities that can demonstrate a recreation-related connection to their projects. She noted that the City had already secured a \$2,000,000 grant to connect Bicentennial to Highway 91 and that additional grants could be pursued to extend that work. Resources discussed at the summit included planning grants, park planning support, and pathway/sidewalk funding for safe pedestrian routes.

- Expressed concern about pedestrian safety, particularly the lack of safe pathways for children walking to school. She noted that the one existing pathway is overgrown and that children are walking in roads. She specifically identified the west and south sides of the school as lacking a proper crosswalk, reporting that residents in that area had expressed concern about nearly hitting children daily. She suggested adding a crosswalk and improving pathways to address the safety issue, acknowledging that Enoch has traditionally not been a sidewalk-oriented community but argued that greater safety investment is needed.
- Reported on her National Guard unit's Homeland Response Force exercise over the weekend, in which cities from northern Utah were invited to observe a command post exercise. She offered to obtain future exercise dates and invite City staff to attend, noting that the exercises provide valuable insight into how military and civilian emergency response entities work together in natural disasters and other emergency scenarios.

15. 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 Pr

Motion to close the regular meeting and convene in closed session for the purposes of discussing the purchase, exchange, or lease of real property, pending or reasonably imminent litigation, or personnel matters was made by Council Member David Harris and seconded by Council Member Kimberlee Trower.

Roll Call Vote:

- Council Member Shawn Stoor: Aye
- Council Member David Harris: Aye
- Council Member Deborah Ley: Aye
- Council Member Kimberlee Trower: Aye

The motion carried 4-0. The Council convened in closed session. Mayor Rushton thanked those present for attending.

16. Action From Closed Meeting

No action from the closed session was recorded in the transcript.

17. Adjourn

The meeting adjourned following the closed session.

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