

BOULDER TOWN, UTAH PUBLIC NOTICE

Governing Body: TOWN COUNCIL

Meeting Type: Special Meeting

Date and Time: Tuesday, September 15 2026, at 6:00 p.m.

Location: Boulder Community Center, 351 North 100 East, Boulder, Utah

In accordance with the Utah Open and Public Meetings Act, [Utah Code Ann. § 52-4-202](#), the minutes for the above-referenced meeting are provided below.

MINUTES

I. OPENING PROCEDURES

1.1. Call to Order

Mayor Cheryl Cox called the Boulder Town Council Special Meeting to order at 6:03 PM on Tuesday, September 15, 2026, at the Boulder Community Center, 351 North 100 East, Boulder, Utah. Mayor Cox notes that Version 3 of the Meeting Materials Packet was in use and available on the Town website.

1.2. Determination of Quorum

The Mayor conducted a roll call. Three Town Council members were present, establishing a quorum.

Town Council Present:

Mayor Cheryl Cox

Council Member Tina Karlsson

Council Member John Veranth

Town Council Absent:

Council Member Lacy Allen

Council Member Josh Ellis

Others Present:

Jayme Blakesley, Esq., Town Attorney

Elizabeth Julian, Town Clerk

1.3. Pledge of Allegiance

Mayor Cheryl Cox led the Pledge of Allegiance.

1.4. Motion to Adopt the Agenda

Motion: Council Member John Veranth moved to adopt the agenda as presented. Council Member Tina Karlsson seconded.

Vote: Roll Call Vote – Council Member John Veranth - Aye, Council Member Tina Karlsson - Aye, Mayor Cheryl Cox - Aye.

Result: Approved 3-0

1.5. Declaration of Conflicts of Interest

Mayor Cheryl Cox invited members to disclose any conflicts of interest with items on the agenda. Council Member John Veranth disclosed that he is a shareholder of Boulder Farmstead Water Company. Mayor Cox noted that she is also a shareholder of the same entity.

II. DISCUSSION AND POSSIBLE ACTION ITEMS

2.1. Discussion and Possible Action on Agreement with Boulder Farmstead Water Company regarding Received Termination Letter — Contract No. 2026-03 Fire Protection and Water Access Agreement

Mayor Cox opened discussion on this item by providing context for the special meeting. She explained that on September 1, the Town Council had approved Contract No. 2026-03 — the Fire Protection and Water Access Agreement with the Boulder Farmstead Water Company — with the understanding that the dollar amount in the contract would likely require further negotiation. Between that meeting and this meeting, the Town received a termination letter effective September 17 from counsel for the Boulder Farmstead Water Company, and the Town had been working with Town Attorney Jayme Blakesley in the days since to identify actions that would protect the community in the event of a fire. Mayor Cox then turned the floor over to Town Attorney Blakesley to brief the Council on developments.

Town Attorney Blakesley's Briefing

Town Attorney Jayme Blakesley provided a detailed summary of events leading up to the meeting. He directed the Council's attention to a letter dated September 4, 2026, from the law firm Smith Harvickson, counsel for the Boulder Farmstead Water Company, included in the meeting packet. The letter stated that the Water Company was terminating the 1984 agreement with the Town and imposing a fee of \$2,500 per incident for each occurrence in which the Town might need to use the fire hydrants within the town that are maintained by the Water Company.

Attorney Blakesley stated that upon reviewing the contract and the Town's rights thereunder, and in consultation with Mayor Cox, the Town responded with a letter — also included in the meeting packet — that was intended to strike a friendly but firm tone and to encourage the Water Company's attorney to negotiate the outstanding terms of the agreement. Attorney Blakesley reported that he was able to speak with the Water Company's attorney earlier that afternoon, and described the tone of the conversation as friendly and productive.

Attorney Blakesley advised that the Water Company's attorney had not been aware that the Town Council had adopted an agreement on September 1, 2026. Upon being informed of this, the Water Company's attorney proposed a series of edits, ran them by the Water Company's board, and presented them to Attorney Blakesley as acceptable to the Water Company. A redlined version of the agreement reflecting these edits was included in the meeting packet, though Attorney Blakesley acknowledged that, due to the tight timeline — having spoken with counsel around 3:00 PM that same afternoon — the redlines had been provided to Council members only shortly before the meeting commenced.

Attorney Blakesley characterized the majority of the proposed edits as clerical in nature. He identified two edits of substantive significance:

First, the Water Company proposed an annual fee of \$3,000, regardless of the number of times the Town requires use of the hydrants during the year. Attorney Blakesley noted that during his conversation with the Water Company's attorney, two figures had initially been quoted: \$3,000 per year with the Water Company not performing snow removal, or \$4,500 per year with the Water Company handling snow removal. Following an exchange of emails, the Water Company agreed to perform snow removal at the \$3,000 rate, representing a concession of \$1,500 from their original demand.

Second, the Water Company requested a change to the indemnification provision, limiting the Water Company's liability to its own negligent acts. Attorney Blakesley

advised that this was standard practice under Utah law, which restricts indemnification to an entity's own acts, and that he did not view this as a concern.

Additional clerical edits addressed an internal inconsistency in the agreement, where one section referenced no cost while another referenced the \$3,000 annual fee, and removed a reference to the Interlocal Agreement Act in the preamble, as the Water Company is a private — not public — entity, and the agreement is therefore not an interlocal agreement.

Council Discussion

Council Member John Veranth opened questioning by asking about the basis for the \$3,000 figure and how the Water Company had arrived at it. Attorney Blakesley indicated that he had not explored the methodology in depth with opposing counsel, but offered his assessment that the figure likely reflected an attempt to approximate the average annual costs of maintenance and the expense of keeping water available for fire protection, particularly given the difficulty in predicting how often the Town might need to draw upon the hydrants and in what volume.

Mayor Cheryl Cox provided historical context, noting that a contract negotiated in 2018 had included a fee of \$50 per hydrant — which at that time would have amounted to approximately \$3,600 — but had never been executed due to the Water Company's failure to sign. She also noted that a December proposal had included a \$4,500 fee, of which \$1,500 was attributed to snow removal, suggesting that the current \$3,000 figure could be understood as that prior figure minus the snow removal component.

Council Member Tina Karlsson followed up by asking whether the insurance provisions had been accepted by the Water Company. Attorney Blakesley confirmed that the insurance provision remained in the form adopted by the Council on September 1, 2026, and had not been altered by the Water Company.

Mayor Cheryl Cox raised a concern about oversight and accountability regarding hydrant maintenance. The agreement references Section 4.1, which requires the Water Company to maintain, repair, and test fire hydrants in accordance with USFC 507-5-2. Mayor Cox asked whether there was a mechanism by which the Town could receive confirmation that those obligations were being fulfilled — for example, access to any documentation that the Water Company might already be required to submit to the state. Attorney Blakesley noted that Section 9.2 of the agreement, titled "Further Assurances," requires both parties to execute and deliver

documents necessary to effectuate the intent and purpose of the agreement, and indicated that the Town could invoke that provision to request confirmation of compliance with the applicable code requirements.

Council Member John Veranth raised a broader question about the nature of the consideration being exchanged under the contract. He expressed that he remained uncertain about precisely what the Town was paying for — whether it was for maintenance, access to water, or actual use of water — and noted that the agreement language on this point struck him as vague. He also raised the question of what obligations the Water Company may have already undertaken through the terms of grant funding it had received for the water pipeline and tanks, including significant low-interest loans and loan forgiveness. He framed this not as an objection to the contract, but as a matter of principle: if the Water Company had already agreed to provide community-wide fire protection as a condition of receiving that public grant funding, the Town should understand what it is paying for in that context.

Attorney Blakesley responded that, in his reading, the contract is primarily an agreement for service — specifically, the availability of fire protection water and hydrants maintained in working condition for emergency use. He acknowledged that he came to this matter as a newer attorney for the Town, which he noted carried both advantages and disadvantages: the absence of historical context allowed him and the Water Company's attorney to focus on the terms, the cost, and reaching a bottom line without the weight of prior disputes.

Council Member John Veranth acknowledged the force of the points raised in favor of proceeding, but expressed continued unease about whether the Town was paying for something the Water Company was already obligated to provide under its grant agreements. He noted he was not opposed to the contract, but wanted those considerations to be understood.

Mayor Cheryl Cox noted that the Town is currently in the process of developing its hazard mitigation plan, emergency operations plan, and wildfire plan, all of which necessitate the Water Company's participation as a partner. She emphasized that the relationship between the Town and the Water Company had not been strong, and that moving forward on this agreement could help restore the working relationship needed for those planning efforts.

Council Member Tina Karlsson observed that the Water Company had effectively placed the Town in a difficult position by issuing the termination letter, which

would take effect on September 17, 2026 — just two days hence. She expressed strong support for improving the relationship with the Water Company and noted that, while she had reservations about the pressure being applied, the \$3,000 annual fee was preferable to the prospect of being charged \$2,500 per incident under the terminated 1984 agreement.

Attorney Blakesley confirmed, in response to a direct question from Mayor Cheryl Cox, that he had verified with the Water Company's attorney that the hydrants would not be shut off or access restricted in the event of an emergency after September 17, 2026. However, the Water Company's stated intention was to charge \$2,500 per occurrence for any use of the hydrants under those circumstances.

Mayor Cheryl Cox noted the financial comparison: the Town would pay \$3,000 for the entire year under the proposed agreement, versus \$2,500 per single emergency occurrence under the terminated agreement's fee structure.

Council Member John Veranth raised the question of whether the Council should defer action until the next regularly scheduled meeting on October 6, 2026, rather than acting on a redlined agreement received only hours before the meeting. He acknowledged the concern about rushing consequential decisions and observed that any obligation incurred was at least mitigable by the agreement's 60-day termination notice provision, which he confirmed with Attorney Blakesley. He ultimately concluded, however, that given the circumstances and the financial risk to the Town in the interim period, it was likely appropriate to move forward.

Attorney Blakesley addressed the concern about the timing of the redlines directly, reassuring the Council that the substantive changes from the version adopted on September 1 were limited to two provisions: the indemnification language — which he characterized as standard under Utah law — and the dollar amount, which was now filled in as \$3,000 per year. He noted that the Council had been reviewing the contract for approximately three months and had previously agreed that the only outstanding issue was the fee.

Two prepared motion options were offered for the Council's consideration: (1) to accept the redlined revisions and adopt the contract as revised, or (2) to authorize Town Attorney Blakesley to continue negotiating with the Water Company's attorney based on the Council's direction.

Council Member John Veranth indicated his preference to move forward, and Council Member Tina Karlsson noted that further negotiation would not be cost-effective, as attorney fees could consume any savings achieved.

Motion: Council Member John Veranth moved to accept the redlined revisions proposed by Boulder Farmstead Water Company to Contract No. 2026-03, Fire Protection and Water Access Agreement, including the \$3,000 annual fee, vegetation clearing duties, and revised indemnification terms, and to authorize Mayor Cheryl Cox to execute the updated agreement. Council Member Tina Karlsson seconded.

Vote: Roll Call Vote – Council Member John Veranth - Aye, Council Member Tina Karlsson - Aye, Mayor Cheryl Cox - Aye. Council Member Josh Ellis — Absent, Council Member Lucy Allen — Absent.

Result: Approved 3-0

Motion Passed. Mayor Cheryl Cox confirmed that Contract No. 2026-03, as amended by the accepted redlined revisions, was approved, and that she was authorized to execute the updated agreement on behalf of the Town.

Mayor Cheryl Cox thanked Town Attorney Jayme Blakesley for his work on the matter over the preceding several days and for attending the meeting. Attorney Blakesley departed following the conclusion of this agenda item.

III. CLOSED SESSION

Mayor Cheryl Cox announced that the Council would not be entering a closed session.

IV. RETURN TO SPECIAL MEETING

No action was taken under this agenda item, as no closed session was held.

V. PUBLIC COMMENT

Mayor Cox opened the floor to public comment.

Judith Geil addressed the Council. Judith Geil disclosed for the record that she is also a shareholder of the Boulder Farmstead Water Company. She stated that she had sent an email to the Water Company earlier that day requesting that the agreement be presented and explained at the Water Company's annual meeting

scheduled for the following evening, and asking whether the contract had been signed. She requested that the Town notify the Water Company in time for the agreement to be presented at that meeting. Mayor Cox confirmed that the signed agreement would be transmitted to the Water Company's attorney the following day.

Judith Geil also raised a concern regarding hydrant maintenance. Having lived across from one of the hydrants for ten years, she stated that she had never witnessed any maintenance or testing of that hydrant. She drew a comparison to practices she observed while living in Phoenix and Seattle, where water was run through hydrants to verify functionality. She expressed support for the idea raised earlier in the meeting — that the Water Company be required to document and sign off on inspections of the Town's 72 hydrants on a regular, systematic basis over the course of each year, and that this documentation be shared with or made accessible to the Town.

No other members of the public came forward to comment.

Mayor Cox closed the public comment period.

VI. ADJOURNMENT

There being no further business, Mayor Cheryl Cox adjourned the Special Meeting at 6:34 PM.

CERTIFICATE

BOULDER TOWN, STATE OF UTAH

/s/Cheryl Cox, Mayor

ATTESTATION:

/s/Gina Ortolan, Deputy Clerk/Recording Secretary

Date Approved by the Town Council: **October 6, 2026**