

ENOCH CITY COUNCIL NOTICE AND AGENDA

October 5, 2022 at 6:00pm

City Council Chambers

City Offices, 900 E. Midvalley Road

Join Zoom Meeting

<https://us02web.zoom.us/j/84060421618>

Meeting ID: 840 6042 1618

One tap mobile

+13462487799 (Houston)

- 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 5, 2022-**
 - e. Approval of Minutes for September 21, 2022-**
 - f. Ratification of Expenditures-**
 - g. Conflict of Interest Declaration for this agenda-**
- 2. PUBLIC COMMENTS**
- 3. CONSIDER ORDINANCE NO. 2022-10-05-A AN ORDINANCE TO CHANGE THE ADDRESS OF 3306 N. BULLDOG ROAD, PARCEL #A-0971-0001-0000 TO 3310 N. BULLDOG ROAD**
- 4. CONSIDER ORDINANCE NO. 2022-10-05-B AN ORDINANCE TO CHANGE THE ADDRESS OF 4216 N. PROSPECTOR LANE TO 851 EAST 4200 NORTH**
- 5. SET A PUBLIC HEARING FOR OCTOBER 19, 2022 TO VACATE THE LUTTERMAN PUBLIC UTILITY EASEMENT**
- 6. CONSIDER AMENDMENT TO ENOCH CITY CODE 12.1100.1107 – RV-TEMPORARY**
- 7. CONSIDER RESOLUTION NO. 2022-10-05 A RESOLUTION TO ACCEPT A MEMORANDUM OF UNDERSTANDING (MOU) WITH IRON COUNTY FOR ENCROACHMENT ON IRON COUNTY RIGHTS-OF-WAY**
- 8. COUNCIL/STAFF REPORT**
- 9. 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.**

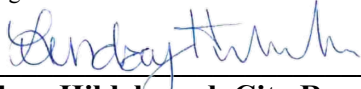
(Requires a roll call vote with 2/3 majority)
- 10. ACTION FROM CLOSED MEETING-**

11. 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 586-1119, giving at least 48 hours advance notice. Meetings of the Enoch City Council may be conducted by electronic means pursuant to Utah Code Annotated, Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to the Enoch City Code of Revised Ordinances, Chapter 3-500, regarding meeting procedures including electronic meetings.

CERTIFICATE OF DELIVERY

I certify that a copy of the forgoing "Notice and Agenda" was delivered to each member of the City Council, emailed to "Cedar City Daily News", posted on the Enoch City website, on the City Office door, and published on the Utah Public Meeting Notice website on 09-30-22.



9-30-2022

Lindsay Hildebrand, City Recorder

Date

MINUTES
ENOCH CITY COUNCIL
September 21, 2022 at 6:00pm
City Council Chambers
City Offices, 900 E. Midvalley Road
Join Zoom Meeting
<https://us02web.zoom.us/j/82835038349>
Meeting ID: 828 3503 8349

Members present:

Mayor Geoffrey Chesnut
Council Member David Harris
Council Member Richard Jensen
Council Member West Harris
Council Member Katherine Ross - Zoom
Council Member Shawn Stoor

Staff present:

Robert Dotson, City Manager
Ashley Horton, Treasurer
Justin Wayment, City Attorney
Hayden White, Public Works Director
Lindsay Hildebrand, Recorder - Zoom
Jackson Ames, PD Chief - Excused

Public Present: Lu Finlay, Amy Nielson, Colin Nielson, Bryce Poulson, Haven Hafen, and Robert Hafen

1. CALL TO ORDER OF REGULAR COUNCIL MEETING

- a. **Pledge of Allegiance-** Led by Council Member Jensen
- b. **Invocation (2 min.)-Audience invited to participate-** Given by Council Member D. Harris
- c. **Inspirational thought-** Given by Council Member D. Harris
- d. **Approval of Agenda for September 21, 2022- Council Member D. Harris motioned to approve the agenda. Council W. Harris seconded and all voted in favor.**
- e. **Approval of Minutes for September 7, 2022- Council Member D. Harris motioned to approve the minutes. Council Member W. Harris seconded and all voted in favor.**
- f. **Ratification of Expenditures- Council Member D. Harris motioned to approve the ratification of expenditures. Council Member W. Harris seconded and all voted in favor.**
- g. **Conflict of Interest Declaration for this agenda-** There were none stated

2. PUBLIC COMMENTS – There were no comments

3. APPOINT NEW MEMBER TO THE RECREATION COMMITTEE –Mayor Chesnut

Council Member Stoor said he reviewed his application and he seems like a good qualifier. Mayor submitted Ethan Gale for the Recreation Committee.

Council Member D. Harris motioned to approve Ethan Gale.

4. CONSIDER ORDINANCE NO. 2022-09-21 AN ORDINANCE AMENDING THE GENERAL PLAN LAND USE MAP AND THE ENOCH ZONING ORDINANCE ZONING MAP BY CHANGING THE ZONING OF APPROXIMATELY 2.16

**ACRES OF PROPERTY OWNED BY AMY NIELSON, PARCEL
#A-0880-0001-0000, LOCATED AT 3922 N. MINERSVILLE HIGHWAY, FROM
MOBILE HOME PARK (MHP) TO NEIGHBORHOOD COMMERCIAL (N-C) –
See Planning Commission Rec.**

Council Member D. Harris said this is an appropriate zone for the location, which is located just off of Minersville Hwy. City Manager Dotson said it was previously owned by the same owner of the mobile home park.

Amy Nielson said she runs a mental home practice and has about 11 staff total. They have gutted the house and will eventually move into the rest of the property. They also want to facilitate animal assisted work. She wants a residential feel. It is not going to ever be residential mental health facility. Council Member D. Harris said the practice would be ideal.

Council Member D. Harris motioned to approve Ordinance No. 2022-09-21 an ordinance amending the General Plan Land Use Map and the Enoch Zoning Ordinance Map by changing the zoning of approximately 2.16 acres of property owned by Amy Nielson, located at 3922 N. Minersville Highway, from Mobile Home Park (MHP) to Neighborhood Commercial (N-C). Council Member W Harris seconded and a roll call vote was held as follows:

**Council Member Stoor: Yea
Council Member D. Harris: Yea
Motion Passed**

**Council Member Jensen: Yea
Council Member W. Harris: Yea**

5. PUBLIC HEARING TO ISSUE WATER REVENUE BONDS AND INCREASE WATER RATES.

Council Member D. Harris motioned to close the regular City Council meeting and open a public hearing to issue water revenue bonds and increase water rates. Council Member W. Harris seconded and all voted in favor.

City Manager Dotson said we have requested a new water tank and we will put it next to the tank up on Highway 91. We have received a local ARPA grant from the state of Utah for \$269,000. That, combined with our local contribution, included to make up the difference, we have requested a loan for \$654,000. It has a 1% interest rate. He went over our payment schedule and the debt service schedule. The master resolution has already been passed on April 6th and we sent out a notice to the system users, which was added to the back of the newsletter that notified them of the public hearing. In the analysis that we received, one of the things that they suggested, based upon the demands, was that we raise our rates by \$14.04 per month to cover the loan. Council Member Jensen said we are raising our rates because they are too low. Mayor Chesnut discussed the impacts of growth and the municipality's limitations to stop that growth. City Manager Dotson said one of the limitations is water rights and the other issue is infrastructure. The people that move in pay using impact fees. Mayor Chesnut described what the impact fees are.

Robert Hafen asked where the new tank will go. Mayor Chesnut said up on Hwy 91 by the other tank.

Haven Hafen asked about how this fit in with the Water Board. Mayor Chesnut said the Water Board is an arm of the City government. Council Member D. Harris aid they have made recommendations to the Council regarding the water rates. Mayor Chesnut explained the process what the Water Boards responsibilities are.

Haven Hafen asked about the new tank helping the City with growth. Mayor Chesnut explained the requirements of the City and the limitations regarding growth. City

Manager Dotson explained impact fees and what the purpose of them are. There was a discussion of annexations. Justin Wayment gave an example of reasons why we want to approve an annexation. Mayor Chesnut said there could be apartments one day. What right do we have to tell the property that they can't build on their property?

Haven Hafen asked why we originally wanted half-acre lots. Council Member D. Harris said everyone was originally on septic tanks. City Manager Dotson talked about PUDs and those requirements. He used the Penny Property, off of Minersville Hwy, as an example. The water rate proposal was briefly discussed again.

Council Member D. Harris motioned to close the public hearing and move back into the regular scheduled City Council Meeting. Council Member W. Harris seconded and all voted in favor.

6. REVIEW AND DISCUSS THE FRAUD ASSESMENT

Ashley Horton said the state came up with this for the City to mitigate fraud. She explained the point system. It's mostly things we do and policies that we have. The basic separation of duties talks about different aspects of our individual positions. She went over in detail some of the questions on the form. We have a total of 325 points. Last year she mentioned that number 5 was worth 20 points if every Council Member takes the training required. She asked if they would be ok to complete that. The Council agreed. She feels pretty good about it. We really could be in the very low range.

7. COUNCIL/STAFF REPORT

Hayden White said they had some rain last week. They noticed some improvements they can make. They did some taring and still working on Veterans Memorial. They have some concrete pored for pickle ball courts. They have been doing street sweeping. They have done a lot of asphalt patching. The secondary system will be turned off November 1st.

Justin Wayment said he is proceeding forward with the law suit.

Ashley Horton said she is working on her audit and we did hire a collection agency and have sent some in. We are starting to get a few people paying those.

City Manager Dotson said he received a draft of the Impact Facility Plan for parks. It's an extensive impact fee analysis. There is a landowner that is doing some work with their property. There was a 20 foot public utility easement on his side and he wants to vacate that easement. In place of that he would give us property. There is an easement for natural gas. Mayor Chesnut said we could bring this back as an action item for the next meeting. He also said RV permits. There was a discussion about potentially renewing RV permits. Mayor Chesnut said they wanted to be reviewed without restrictions as long as they remain in compliance.

Mayor Chesnut said he attended a meeting with 15 engineers in a room and wanted to talk about mapping for SUU and the length of time to do the plan is 2028. There are growth concerns and they have hired 60 new faculty members since last year. They are looking at 5-7% growth annually for the foreseeable future. They want to expand their online presence. Homecoming for SUU is this week. Utah Tech is coming up to SUU.

Council Member Jensen said the Wreaths Across America committee is meeting next Wednesday. He heard it was a great event last year.

10. ADJOURN Council Member D. Harris made a motion to adjourn. Council Member W. Harris seconded and all voted in favor.

Lindsay Hildebrand, City Recorder

Date

City Council Meeting
September 21, 2022

Enoch City

September 22, 2022

RE: US Postal Service Address Update for Willow Glen Resort Parcels

To whom it may concern:

There are three parcels that make up the enterprise known as the Willow Glen Resort.

North Parcel: Parcel ID: A-0971-0001-0000

Center Parcel: Parcel ID: A-0971-0002-0000

South Parcel: Parcel ID: A-0971-0004-0000

The parcels are stacked North to South with the center parcel registered as the primary address of 3308 North Bulldog Road. The main office and primary residence are located within the Center Parcel. The 3308 address is noted in the Center Parcel Detail Information section.

The South Parcel holds the commercial zone for RV Park and has no address associated with it. Although it is labeled as 3306 on the property map on the Enoch Website.

The North Parcel, where the Roadhouse BBQ restaurant and Lark Barn Stage Venue are located has the address 3306 N Bulldog Road in the parcel detail information section.

The North Parcel has a gas meter. The Gas Meter is associated with the address 3310 North Bulldog Road.

REQUEST FOR ADDRESS UPDATE:

For simplicity and clarification, I would like to assign the addresses to the 3 parcels as follows;

North Parcel: Parcel ID: A-0971-0001-0000: 3310 N Bulldog (Change from 3306 to 3310)

Center Parcel: Parcel ID: A-0971-0002-0000: 3308 N Bulldog (No Change)

South Parcel: Parcel ID: A-0971-0004-0000: 3306 N Bulldog (Change from N/A to 3306)

Thank you,

Brad Lark

Willow Glen Holdings, LLC

3308 N Bulldog Enoch, UT 84721 435.586.3275

**ENOCH CITY CORPORATION
ORDINANCE NO. 2022-10-05-A**

**AN ORDINANCE TO CHANGE THE ADDRESS OF 3306 N. BULLDOG ROAD,
PARCEL #A-0971-0001-0000 TO 3310 N. BULLDOG ROAD**

WHEREAS, It was brought to the attention of Enoch City that a resident has requested an address be changed because the north parcel has a gas meter with the address 3310 N. Bulldog Road; and

WHEREAS, Because this ordinance is required as the means by which the Iron County Plat address can be changed to correct it as requested by the owners; and

WHEREAS, Iron County has been informed of the address change and concurs this is the correct the process to make the corrections; and

WHEREAS, The Enoch City Council having duly considered this action and determined there was good cause proposed for changing the address to officially correct the Iron County Plat; and

WHEREAS, Correcting the address will not materially injure the public or any other person;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of Enoch, Utah that the address of 3306 N. Bulldog Road, Parcel #A-0971-0001-0000 is changed to 3310 N. Bulldog Road and will be shown on the Iron County Plat as such.

A motion for approval of this Ordinance was made, voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 5th day of October 2022. This ordinance shall become effective immediately upon signing by the Mayor and City Recorder.

DATED this 5th day of October 2022

ENOCH CITY CORPORATION

Geoffrey L. Chesnut, Mayor

ATTEST:

Lindsay Hildebrand, City Recorder

VOTING:

Katherine Ross	Yea___	Nay___
David Harris	Yea___	Nay___
West Harris	Yea___	Nay___
Richard Jensen	Yea___	Nay___
Shawn Stoor	Yea___	Nay___

SEAL:

**ENOCH CITY CORPORATION
ORDINANCE NO. 2022-10-05-B**

**AN ORDINANCE TO CHANGE THE ADDRESS OF 4216 N. PROSPECTOR LANE TO
851 EAST 4200 NORTH**

WHEREAS, It was brought to the attention of Enoch City in the process of the building permit application that the address as listed above needs to be changed because the resident wants to face the house a different direction; and

WHEREAS, Because this ordinance is required as the means by which the Iron County Plat address can be changed to correct it as requested by the owners; and

WHEREAS, Iron County has been informed of the address change and concurs this is the correct process to make the corrections; and

WHEREAS, The Enoch City Council having duly considered this action and determined there was good cause proposed for changing the address to officially correct the Iron County Plat; and

WHEREAS, Correcting the address will not materially injure the public or any other person; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of Enoch, Utah that the address of 4216 N. Prospector Lane will be changed to 851 East 4200 North and will be shown on the Iron County Plat as such.

A motion for approval of this Ordinance was made, voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 5th day October 2022. This ordinance shall become effective immediately upon signing by the Mayor and City Recorder.

DATED this 5th day of October 2022

ENOCH CITY CORPORATION

Geoffrey L. Chesnut, Mayor

ATTEST:

Lindsay Hildebrand, City Recorder

VOTING:

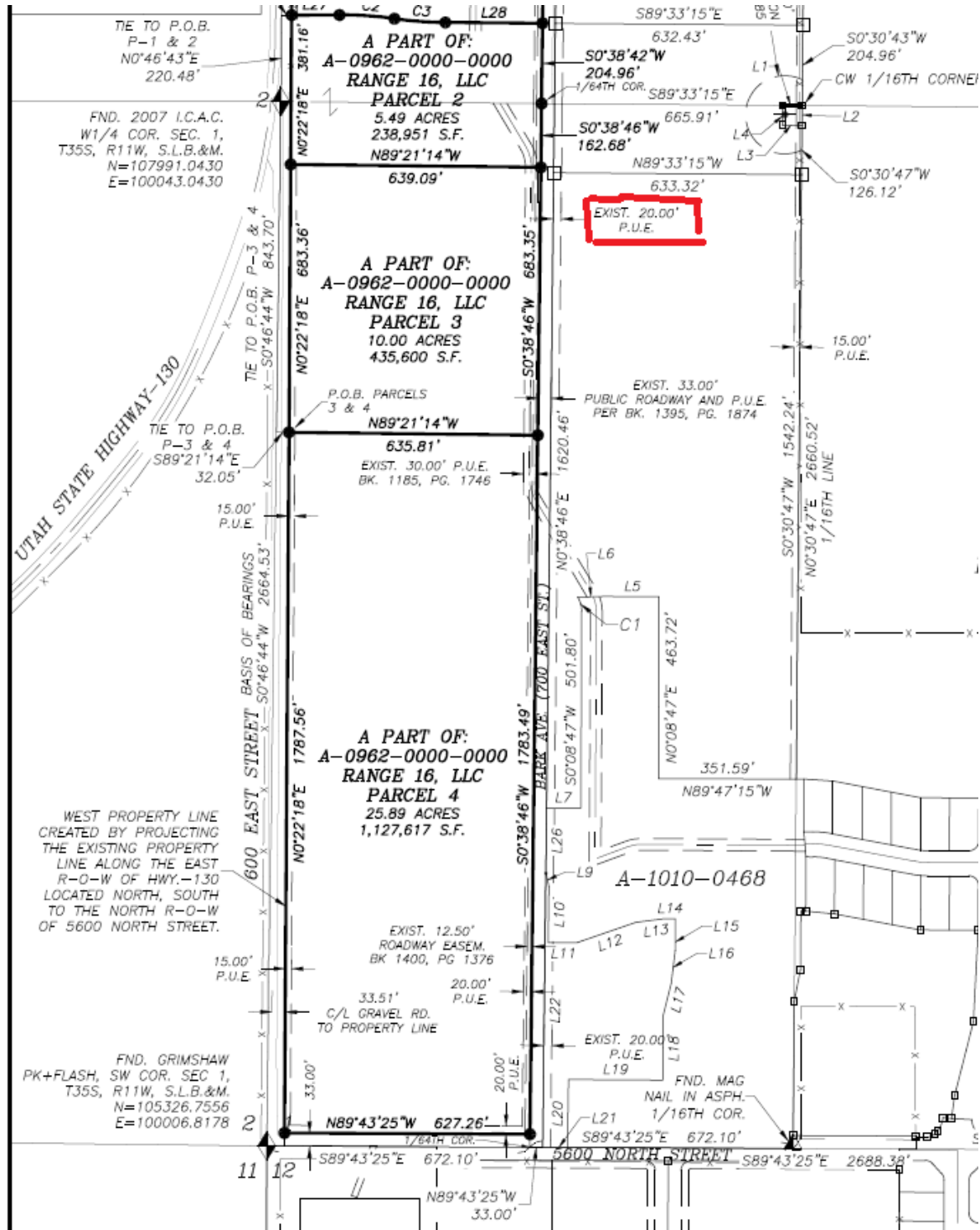
Katherine Ross	Yea___	Nay___
David Harris	Yea___	Nay___
West Harris	Yea___	Nay___
Richard Harris	Yea___	Nay___
Shawn Stoor	Yea___	Nay___

SEAL:

For City Council Consideration:

October 5, 2022

Mr. George Lutterman purchased properties A-0953-0000-0000 & A-0953-0002-000 and provided a 20' Public Utility Easement (PUE) along his west property boundary and next to Bark Avenue (700 East).



Mr. Lutterman is willing to dedicate a portion of his property as a public road if Enoch City Council will vacate the 20' PUE along 700 East. Water is not in this PUE and if sewer is ever built, it will be in Bark Avenue right-of-way. The natural gas piping is in its own easement. If vacated, any other utilities that need to be in the area would have to be in the PUE on the west side of Bark Avenue.

This is his formal request and if approved, documents will be created to accomplish the task.

12.1100.1107 RECREATIONAL VEHICLES/TRAVEL TRAILERS -TEMPORARY

1. The use of recreational vehicles/travel trailers for living quarters is allowed by an official conditional use permit in all zones under the following conditions:
 - a. Only one recreational vehicle/travel trailer can be used as temporary living quarters on a single lot/parcel, must be on a concrete RV pad with RV utility connections, and
 - b. Recreational vehicle/travel trailers must comply with corresponding zoning district set-back requirements, and
 - c. Is permitted ~~F~~for one (1) year. After the year, applicant must reapply for an additional year. If a violation to an Enoch City ordinance has been committed within the previous year, the application will be denied.
2. Application Procedures.
 - a. The use of recreational vehicles/travel trailers for living quarters shall be submitted to the Enoch City Manager or designee for review and approval.
 - b. An application recommended for disapproval by the Enoch City Manager or designee may be appealed to the Enoch City Planning Commission in accordance with part 12.600.625 Appeals found in this code.
 - c. A Recreational Vehicles/Travel Trailer Permit may be applied with written consent of the property owner and every application must be signed by the property owner.
3. Enforcement. Any person whether owner, lessee, principal agent, employee or otherwise, who violates any of the provisions of this ordinance, or permits any such violation, or fails to comply with any of the requirements hereof, or who stores, maintains, or otherwise keeps a recreational vehicles/travel trailers in violation of any detailed statement of plan submitted by owner and approved under the provisions of this ordinance shall be guilty of an infraction and, upon conviction thereof, shall be subject to punishment as provided by Utah State law.

ENCROACHMENT INTER-LOCAL INDEMNIFICATION AGREEMENT BETWEEN ENOCH CITY AND THE IRON COUNTY

This Encroachment Inter-local Indemnification Agreement by and between Enoch City ("City") and the Iron County, ("County"), (hereafter "Encroachment Agreement") is entered pursuant to U.C.A. §11-13-101 *et. seq.* The effective date of this Agreement shall be the date upon which the duly authorized and enacted Agreement is filed with the keeper of records of both the City and the County (hereafter referred to as the "Parties" to this Agreement.)

WITNESSETH:

WHEREAS, the City desires to install one or more pipelines located within the County's road rights-of-way to transport water to various customers and provide the city with additional fire protection; and

WHEREAS, the County requires that a Right-of-Way Encroachment Permit be obtained and filed with the County to perform any construction within any County Right-of-Way; and

WHEREAS, the Parties are both public agencies having similar powers and authority and are therefore authorized under the Utah Interlocal Cooperation Act, Section §11-13-102, *et seq.*, Utah Code Annotated (1999) as amended, to enter into agreements with each other so as to enable them to make the most efficient use of their respective powers, privileges and authority in cooperation with one another; and

WHEREAS, as public agencies, the Parties desire to enter into an agreement for their mutual benefit, whereby the City will complete the County's Encroachment Permit and Indemnify the County hereunder, in turn for which the County will waive the bonding requirements under the Encroachment Permit as another public agency; and

WHEREAS, the Parties hereby declare that the eventual expansion of pipelines throughout the Cedar Valley is a benefit for the public health, safety, and welfare of County residents, by providing fire protection and water services, and stabilizes the aquifer; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to allow the excavation/trenching and construction of pipelines through the County's Rights-of-Way for the mutual benefit of the Parties along Iron Springs Road, so as to allow the purveying and distribution of water through parts of Iron County where water services are not currently located.

2. EXECUTION OF ENCROACHMENT PERMIT AND WAIVER OF BOND. City shall complete and execute the County Right of Way Encroachment Permit Application and Indemnification Policy with County, and upon execution of the same, County agrees to waive City's requirement to purchase a bond, subject however to City's obligation to repair

and return the County's Right-of-Way to its pre-disturbance condition and warranty all work performed in the County Right-of-Way for a period of one year thereafter. City shall perform all other obligations under the Encroachment Permit, including being responsible to maintain all traffic control devices, blockades, etc.

3. INDEMNIFICATION.

(a) City shall install a waterline located adjacent to County rights-of-way, requiring road construction and traffic control program to detour or detain vehicular traffic along County rights-of-way' during construction, and shall perform all other related activities thereto, to the fullest extent required by law, and during such events, shall fully and forever release and discharge County, from any and all claims and demands, actions and causes of action, damages, costs, loss of services, expenses, and any and all other claims of damages whatsoever, both in law and in equity, on account of, or in any way resulting from personal injuries, conscious suffering, death or property damages sustained in the case of or arising out of the aforesaid activities and any other related matters thereto.

(b) In further consideration of the foregoing premises, City, does hereby expressly stipulate, covenant and agree to indemnify and hold harmless County against and from any and all actions, causes of action, claims and demands for damages, judgments, executions, costs, loss of services, expenses, compensation, including reimbursement of all legal costs and reasonable counsel fees incurred or paid by County for the investigation, prosecution or defense of any such action, cause of action or claim or demand for damages, and any and all other claims for damages, whatsoever, which may hereafter arise, or be instituted or recovered against County in relation to City's installation of the Improvements, whether for the purpose of making or enforcing a claim for damages, on account of personal injuries, conscious suffering, death, or property damage sustained by the said City.

(c) City shall give County prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingently or otherwise, affects or might affect County.

(d) This Release and Indemnity Agreement is limited to that time period whereby City commences construction of the Improvements up to and including the time when City has completed the Improvements and removed its equipment and traffic control devices from the public right of way.

(e) City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this Agreement are expressly limited to the amounts identified in the Act.

4. ADDITIONAL PROVISIONS.

(a) Assignment. Neither Party may assign this Agreement or any interest herein without first obtaining the written consent of the other Party, except that an assignment may be made to a successor entity with which the assigning party is consolidated or merged or which acquires by conveyance, transfer or condemnation all or substantially all of the assigning Party's water distribution system. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.

(b) Resolution Required: Effective Date. This Agreement shall not be effective until authorized by a duly constituted, noticed and approved resolution of the governing body of each Party, together with the filing of this Agreement with the keeper of records of each Party. The individuals signing this Agreement on behalf of Enoch City represent and warrant, through their signatures, that the execution of this Agreement has been approved by a resolution duly adopted by the governing authority of Enoch City. Similarly, the individuals signing this Agreement in behalf of Iron County represent and warrant through their signatures, that the execution of this Agreement has been approved by a resolution duly adopted by the governing authority of the County. Each Party agrees that a signed copy of this Agreement will be filed with the keeper of public records of said Party.

(c) Approval by Authorized Attorneys. As required by law, and as a condition precedent to the effectiveness of this Agreement, it shall be submitted to an authorized attorney for each Party who shall certify the Agreement is in proper form and in compliance with applicable law by executing the Agreement in the space provided herein.

(d) Default and Notice. If either Party believes the other Party is in default as to any of the obligations set forth in this Agreement, written notice of the same shall be provided to the other Party's representative. The Parties' representatives shall meet to discuss the alleged default or failure to perform and, to the extent the Parties can agree, a time period will be agreed upon to cure the default. If no agreement can be reached, the Parties will submit the dispute to mediation. If mediation cannot resolve the dispute, any Party may take whatever legal action, if any, is available to it to enforce this Agreement. If litigation is initiated, the prevailing Party will be entitled to its reasonable attorneys' fees and costs, including, without limitation, reasonable hourly fees, without regard to whether attorneys are in-house or outside counsel.

(e) Compliance With Laws. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement.

(f) Additional Documents. Each Party agrees to execute such other and further documents and instruments as may be reasonably necessary or proper to consummate the transactions contemplated by this Agreement and to implement the intent of the parties as expressed herein.

(g) Headings, Tense, Construction. The section headings of this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. The singular tense herein shall include the plural and any gender shall include all other genders. This Agreement

shall be construed only by the contents hereof and there shall be no presumption or construction in favor of or against either party.

(h) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(i) Waiver and Modification. No failure on the part of either Party at any time to require the performance of the other of any term of this Agreement shall be in any way affect such Party's right to enforce its terms, nor shall any waiver by a Party of any term hereof be taken or held to be a waiver of any other term, or of any breach hereof. Except as otherwise specifically stated, no right under this Agreement may be waived and no modification or amendment of this Agreement may be made except by a written agreement executed by the Party or Parties against whom such enforcement of a waiver, modification or amendment is sought.

(j) Entire Agreement. The Parties agree that this Agreement contains the entire understanding between them and constitutes their entire agreement with respect to the specific issues contained herein and supersedes any and all prior agreements or oral representations that fall within the scope of this Agreement. No other promise, express or implied, shall be binding upon the Parties unless made by a written amendment to this Agreement signed by the Parties.

(k) Administration and Representatives. Enoch City appoints its Executive Director as its representative and initial contact for all matters relating to Enoch City administration of this Emergency Water Agreement. Enoch City appoints its Public Works Department Director as its representative and initial contact for all matters relating to administration of this Emergency Water Agreement. No separate legal entity is created by this Agreement. However, to the extent that any administration of this Agreement becomes necessary, the Parties' representatives just named, or their designees, shall constitute a joint board of such purpose. A Party to this Agreement may substitute a representative by giving written notice of the same to the other Party.

(l) Notices. Any notice required or permitted by this Agreement shall be deemed given when mailed, postage prepaid, or delivered to:

City:
C/O Rob Dotson
900 East Midvalley Road
Enoch City, UT 84721

Iron County
C/O John Whittaker
P.O. Box 429
Parowan, Ut 84761

(m) Indemnification. The Parties are governmental entities under the Governmental Immunity Act, Utah Code Annotated § 63-30d-101, *et seq.* (the "Act"). Pursuant to the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts committed by it or by its agents, officials, contractors, or employees. Neither Party waives any defenses otherwise available under the Act, nor does either Party waive

any defenses otherwise available under the Act, nor does either Party waive any limits of liability currently provided by the Act. Enoch City thereby agrees to defend, indemnify, save and hold harmless County, including its elected and appointed officials and employees from and against any and all demands, liabilities, claims, damages, actions or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from any aspect of this Agreement except where such demands, claims, actions or proceedings result from the negligence or misconduct of County, its Elected or appointed officials, employees or agents. County hereby agrees to defend, indemnify, save and hold harmless Enoch City including its elected and appointed officials and employees from and against any and all demands, liabilities, claims, damages, actions or proceedings, in law or equity, including reasonable attorney fees and costs of suit, relating to or arising from any aspect of this Agreement except where such demands, claims, actions or proceedings result from the negligence or misconduct of Central Iron County Water Conservancy City, its elected or appointed officials, employees or agents.

(n) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective on the latter of the dates appearing by the signatures of the Chairman of the governing Board of each Party, pursuant to authority granted by resolutions duly passed and adopted by the governing Board of Enoch City and of Iron County.

Dated this ____ Day of September, 2022

Iron County:

Enoch City:

By:
Its:

By:
Its:

Approved as to legal form and content:

Iron County Attorney

City Attorney