

**MINUTES
BOX ELDER COUNTY COMMISSION
May 15, 2024**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **May 15, 2024**. The following members were present:

Lee Perry	Chairman
Boyd Bingham	Commissioner
Stan Summers	Commissioner
Marla R. Young	Clerk

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 11:23 a.m.

The regular session was called to order by Chairman Perry at 11:30 a.m. with the following members present, constituting a quorum:

Lee Perry	Chairman
Boyd Bingham	Commissioner
Stan Summers	Commissioner
Marla Young	County Clerk

The prayer was offered by Commissioner Summers.
The Pledge of Allegiance was led by Chairman Perry.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF APRIL 17, 2024 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SUMMERS, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

There were no Administrative Review items discussed.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

Changes to Commission Meeting Schedule - Chairman Perry

Chairman Perry stated there is a need to make upcoming meeting schedule changes at the May 29, 2024 meeting due to conflicts and the election canvass.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management issues discussed.

ARPA/LATCF

There were no ARPA/LATCF items discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Chairman Perry read a nomination to recognize Easton Weight as the Employee of the Month. He explained that Easton is the Spillman Administrator for the Sheriff’s Office and other agencies. He helps with background checks for employees and volunteers, and assists the IT department. He is always willing to help wherever he can.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Bear River Health Department Annual Report-Estee Hunt

Jordan Mathis, Director of Bear River Health Department, presented the annual report. He stated the full report may be found on BRHD.org. He stated they have gone through a quality improvement process and have been actively soliciting public input and suggestions. He went over the budget, website dashboards, demographics, and behavioral health.

He reported they continue to try to fill gaps with issues of mental health. He reported there were no findings with the audit.

ATTORNEY'S OFFICE

Interlocal Public Defender Contract #24-15 & #24-19-Michael McGinnis

Managing Defender Michael McGinnis explained they had a public defender leave so one contract is with a new defender. He stated as they went through an audit they realized they did not have a contract with another defender.

MOTION: Commissioner Summers made a motion to approve Public Defender Contracts #24-15 and #24-19. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 2 - Contract #24-15

ATTACHMENT NO. 3 - Contract #24-19

Public Defender Grant #24-16-Michael McGinnis

Managing Defender Michael McGinnis stated they would like to renew the Public Defender Grant through the Indigent Defense Commission. He stated some funding was cut and they are not issuing new grants and they hope there won't be cuts to our grants.

MOTION: Commissioner Summers made a motion to approve the Public Defender Grant #24-16. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 4 - Contract #24-16

AUDITOR'S OFFICE

Ordinance #595- an Update to the Tax Sale Ordinance-Shirlene Larsen

Auditor Shirlene Larsen explained they needed to make some updates to the tax sale ordinance. Ordinance #595 makes those changes. She said they added a section regarding eligibility requirements on noncompliant parcels and it addresses purchasers that have outstanding property taxes due on other parcels.

MOTION: Commissioner Summers made a motion to adopt Ordinance #595. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 5 - Ordinance #595

Public Hearing on Proposed Amendments to the 2024 Budget-Shirlene Larsen

Auditor Shirlene Larsen gave an overview of the need to make some budget amendments. She stated there has been some shifting of positions within Public Safety, grants for election equipment in the Clerk's Office, Corridor Preservation Funds for the Perry project, LATCF funding, and general housekeeping items.

Chairman Perry opened the public hearing.

There was no public comment.

MOTION: Commissioner Bingham made a motion to close the public hearing. The motion was seconded by Commissioner Summers and the hearing was closed.

ATTACHMENT NO. 6 - Public Hearing Attendance Sheet

Approve 2024 Budget Amendments-Shirlene Larsen

MOTION: Commissioner Bingham made a motion to approve the 2024 Budget Amendments. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

COMMISSIONERS

Appoint Members to the Economic Opportunity Board-Shawn Milne

This item was canceled.

COMMUNITY DEVELOPMENT

Ordinance #596-Chapter 5-9: Outdoor Lighting Standards-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #596 adds a new chapter to the Land Use Management Code regarding outdoor lighting. He said there was research done by a local resident on how lighting affects migratory bird patterns. The Planning Commission has forwarded a recommendation of approval.

MOTION: Commissioner Summers made a motion to approve Ordinance #596. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 7 - Ordinance #596

Robles Rezone from A-20 to RR-5 and C-G-Scott Lyons

Community Development Director Scott Lyons stated they received a request for a rezone from A-20 to an RR-5 and C-G zone in the Bothwell area. He reported the issue went to the Planning Commission and a public hearing was held. At the public hearing there was quite a bit of opposition. The Planning Commission, after reviewing the standards, had concerns that the request does not fit with the General Plan and recommended denial.

MOTION: Commissioner Bingham made a motion to follow the recommendations of the Planning Commission and deny the rezone. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

Corridor Preservation Fund Request - Elwood 10400 North-Scott Lyons

Community Development Director Scott Lyons explained Elwood Town has requested Corridor Preservation funds for a project on 10400 N. for surface improvements. The request has been reviewed and scored and has gone before the COG. The COG has approved the project as Elwood Town is contributing a 75% match. The request is for \$87,500.00 from the Corridor Preservation Fund.

MOTION: Commissioner Bingham made a motion to approve the Corridor Preservation Fund Request for Elwood Town. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

BUILDINGS & GROUNDS

Fairgrounds Restroom Project-Codey Illum

Chief Building Official Codey Illum said he has compiled information regarding the costs to complete the Fairgrounds Restroom Project. He stated it is estimated to cost \$993,556.00. He reported the cost for an addition and remodel to the restroom would be \$347,760.00.

Commissioner Summers stated he would rather wait on the project until everything could be completed rather than a little here and a little there.

Auditor Shirlene Larsen reported the tourism fund increased last year. She said ARPA funds have to be spent by 2026. There was discussion about using LATCF funds.

WEED DEPARTMENT

2024 Noxious Weed Grant Contract #24-17-Wyatt Freeze

Weed Supervisor Wyatt Freeze explained Contract #24-17 is a renewal contract with the state to eradicate noxious weeds.

MOTION: Commissioner Bingham made a motion to approve Contract # 24-17. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 8 - Contract #24-17

TREASURER'S OFFICE

Application for Settlement or Deferral of Delinquent Property tax- Approve Payment Options and Remove From tax Sale-Janiel Love

This item was canceled.

HUMAN RESOURCES

Update to Policy 21 – Voluntary Shared Leave Pool-Jenica Stander

HR Manager Jenica Stander stated they have made an update to Policy 21 regarding the voluntary shared leave pool. She said there is a change to the waiting period and it will require and opt in or opt out form.

MOTION: Commissioner Bingham made a motion to approve the updates to Policy 21. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

FAIRGROUNDS

Legacy Pro Rodeo Services Contract #24-18-Jan Rhodes

Fairgrounds Manager Jan Rhodes and Rodeo Committee Members Brent Rose, and JD Wilde presented the contract for the rodeo.

Brent Rose explained Bar T Rodeo sold to Legacy Pro Rodeo and they used them for a year. He stated that their production company puts on a great rodeo and feels that they are good people to work with. He stated it will now be a four night rodeo. The new contract reflects the new changes. He announced that our rodeo is ranked #39 of approximately 700 rodeos.

Commissioner Summers stated that both Wednesday and Thursday night will be family night.

MOTION: Commissioner Summers made a motion to approve Contract #24-19 with Legacy Pro Rodeo Services. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Presentation of Crime Prevention Science Program-Dr. Sam Arungwa

Dr. Sam Arungwa explained he has been working on a program to help those who are incarcerated to be less likely to offend and return when they have been released. He stated a similar program is being used by the Utah Department of Corrections. He stated there are other professors who are willing to give their time to the program. The program is geared to prevent crime from happening.

Chairman Perry suggested he visit with all the Commissioners in the state through UAC or an USACC meeting to share his program. It would be easier to reach everyone throughout the state.

PUBLIC COMMENT PERIOD

Chairman Perry reviewed the guidelines for public comment period

DeAnna Hardy of Brigham City gave a definition of the constitution as defined in Noah Webster's dictionary. She stated that in free states, the constitution is paramount to the statutes or laws enacted by the legislature, limiting and controlling its power. She said the US Constitution is the law of the land and our state. We should be following the law. Whenever the federal or state lawmakers pass a bill contrary to the law, it should be nullified. She asked the Commission why they are going forward with the Rural Economic Board as she feels it goes against the free market system. She spoke about the fair and that it is a socialist program and the citizens should not be forced to pay for other people's entertainment. She stated the Box Elder Committee of Liberty requests and official response to their petitions of redress of grievances.

Fred Hayes of Bear River City stated our entire constitutional republic is based on consent and the citizens have a right to verify that consent. He stated he has learned that state election offices around the country handed control of elections over to profit driven technology vendors. He stated citizens have realized they cannot simply assume, or trust that the Lt. Governor is honest and that she knows what she is doing by allowing a private vendor to conduct our elections. He stated that there is too much power in one person. He stated cast vote records have not been accessed by the citizens and there is no transparency. He stated secret tabulators were not sold to voters for their accuracy but were sold to election officials for convenience and federal funding.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 123677 through 123720 in the amount of \$125,735.87 with voided claim number 123383, 123497, and 123459 through 123461 and 123501 through 123549 in the amount of 763,547.16 with voided claim numbers 123264, 122341, and 123550 through 123604 in the amount of \$709,536.88 with voided claim numbers 122590, 121074, 121295, 121849, 122869, 123326, 123477, 123377 and 123602 through 123676 in the amount of \$4,757,821.96.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
WILDE, RILEE	FIRE/EMS	VOLUNTEER	05/15/2024
JOHNSON, DAN	FAIRGROUNDS	REHIRE	05/01/2024
LEAVITT, LEVI	WEED DEPARTMENT	NEW HIRE	04/29/2024
LEAVITT, LEVI	WEED DEPARTMENT	CELL PHONE ALLOWANCE	04/29/2024
GEE, JEREMY	WEED DEPARTMENT	NEW HIRE	04/29/2024
GEE, JEREMY	WEED DEPARTMENT	CELL PHONE ALLOWANCE	04/29/2024
CARILLO, MONICA	SHERIFF'S OFFICE	NEW HIRE	04/22/2024
MILLER, LYNN	SHERIFF'S OFFICE	NEW HIRE	04/22/2024
GILL, STEPHANIE	SHERIFF'S OFFICE	PROMOTION	04/22/2024
DESPAIN, WILLOW	ROAD DEPARTMENT	PROMOTION	04/22/2024
ESTRADA, ERIC	SHERIFF'S OFFICE	COMPENSATION CHANGE	04/09/2024
FOWERS, DANIEL	FAIRGROUNDS	COMPENSATION CHANGE	04/23/2024
TALLANT, TAMIE	VICTIM SERVICES	ON-CALL PAY	04/08/2024
CUTLER, SHANE	FIRE MARSHAL	VOLUNTEER	05/15/2024
SMITH, CLAINE	FIRE MARSHAL	VOLUNTEER	05/15/2024
PETERSEN, CHRISTIE	FIRE MARSHAL	VOLUNTEER	05/15/2024
ANDERSEN, ERIC	FIRE MARSHAL	VOLUNTEER	05/15/2024
PRICE, TYONA	FIRE MARSHAL	VOLUNTEER	05/15/2024
PRICE, TRAVIS	FIRE MARSHAL	VOLUNTEER	05/15/2024
HOLVERSON, PAUL	FIRE MARSHAL	VOLUNTEER	05/15/2024
LIMB, SKYLAR	FIRE MARSHAL	VOLUNTEER	05/15/2024
DAMMER, TERRY	FIRE MARSHAL	VOLUNTEER	05/15/2024
GARDNER, K'LYNNE	FIRE MARSHAL	VOLUNTEER	05/15/2024
GARDNER, RYAN	FIRE MARSHAL	VOLUNTEER	05/15/2024
ANDERSEN, JORDON	FIRE MARSHAL	VOLUNTEER	05/15/2024
GRANGER, AUSTIN	FIRE MARSHAL	VOLUNTEER	05/15/2024
MORA, REY	FIRE MARSHAL	VOLUNTEER	05/15/2024
GRANGER, JESSICA	FIRE MARSHAL	VOLUNTEER	05/15/2024
THOMPSON, ELDON	FIRE MARSHAL	VOLUNTEER	05/15/2024
SLOCUM, CHRIS	FIRE MARSHAL	VOLUNTEER	05/15/2024
AOKI, RICHIE	FIRE MARSHAL	VOLUNTEER	05/15/2024

MARBLE, DALE	FIRE MARSHAL	VOLUNTEER	05/15/2024
NORR, AMANDA	FIRE MARSHAL	VOLUNTEER	05/15/2024
NORR, JUSTIN	FIRE MARSHAL	VOLUNTEER	05/15/2024
HACKMAN, JACOB	FIRE MARSHAL	NEW HIRE	05/06/2024
WEBSTER, LARRY	FIRE MARSHAL	NEW HIRE	05/13/2024
STRATTON, CHASE	ATTORNEY'S OFFICE	SEPARATION	05/10/2024
WALKER, KELLY	ROAD DEPARTMENT	REHIRE	05/07/2024
ROGERS, RUSTY	WEED DEPARTMENT	NEW HIRE	05/09/2024
ROGERS, RUSTY	WEED DEPARTMENT	CELL PHONE ALLOWANCE	05/09/2024
YOUNGER, PRESTON	FIRE MARSHAL	TOOL ALLOWANCE	02/01/2024
YOUNGER, PRESTON	FIRE MARSHAL	CELL PHONE ALLOWANCE	02/01/2024
PAGE, JAMES	ROAD DEPARTMENT	COMPENSATION CHANGE	05/20/2024
BERRY, ERIC	ROAD DEPARTMENT	COMPENSATION CHANGE	05/20/2024
JOHNSON, DAN	FAIRGROUNDS	REHIRE	05/01/2024
JOHNSON, DAN	FAIRGROUNDS	CELL PHONE ALLOWANCE	05/01/2024
JONES, KENDAL	FAIRGROUNDS	CELL PHONE ALLOWANCE	05/01/2024
HANSEN, ANNE	ATTORNEY'S OFFICE	COMPENSATION CHANGE	05/06/2024
STRONG, AUSTIN	SHERIFF'S OFFICE	NEW HIRE	05/06/2024
HURST, ANDREW	SHERIFF'S OFFICE	COMPENSATION CHANGE	12/17/2023
MACKLEY, JOSHUA	FIRE MARSHAL	VOLUNTEER	05/15/2024
WEAVER, SHANE	ATTORNEY'S OFFICE	VOLUNTEER	05/15/2024
WARNER, BRIGHAM	WEED DEPARTMENT	NEW HIRE	05/06/2024
WARNER, BRIGHAM	WEED DEPARTMENT	CELL PHONE ALLOWANCE	05/06/2024

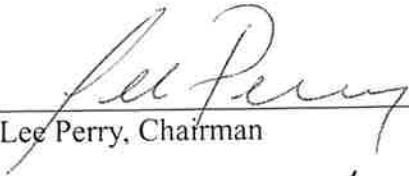
CLOSED SESSION

There was not a closed session.

ADJOURNMENT

A motion was made by Commissioner Summers to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 12:42 p.m.

ADOPTED AND APPROVED in regular session this 19th day of June 2024.



Lee Perry, Chairman




Boyd Bingham, Commissioner

Stan Summers, Commissioner

ATTEST:





Marla R. Young, Clerk



COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, May 15, 2024 at 11:30 AM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday May 15, 2024 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

1. ADMINISTRATIVE / OPERATIONAL SESSION

- A. Agenda Review / Supporting Documents
- B. Commissioners' Correspondence
- C. Staff Reports

2. CALL TO ORDER 11:30 A.M.

- A. Invocation Given by: Commissioner Summers
- B. Pledge of Allegiance Given by: Assessor Rodney Bennett
- C. Approve Minutes April 17, 2024

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA/LATCF

7. BOX ELDER COUNTY EMPLOYEE RECOGNITION

8. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 11:40 Bear River Health Department Annual Report-Estee Hunt

9. ATTORNEY'S OFFICE

- A. 11:50 Interlocal Public Defender Contract #24-15-Michael McGinnis
- B. 11:52 Public Defender Grant #24-16-Michael McGinnis

10. AUDITOR'S OFFICE

- A. 11:54 Ordinance #595- an Update to the Tax Sale Ordinance-Shirlene Larsen
- B. 12:00 Public Hearing on Proposed Amendments to the 2024 Budget-Shirlene Larsen
- C. 12:10 Approve 2024 Budget Amendments-Shirlene Larsen

11. COMMISSIONERS

- A. 12:12 Appoint Members to the Economic Opportunity Board-Shawn Milne

12. COMMUNITY DEVELOPMENT

- A. 12:14 Ordinance #596-Chapter 5-9: Outdoor Lighting Standards-Scott Lyons

- B. 12:16 Robles Rezone from A-20 to RR-5 and C-G-Scott Lyons
- C. 12:18 Corridor Preservation Fund Request - Elwood 10400 North-Scott Lyons

13. BUILDINGS & GROUNDS

- A. 12:20 Fairgrounds Restroom Project-Codey Illum

14. WEED DEPARTMENT

- A. 12:25 2024 Noxious Weed Grant Contract #24-17-Wyatt Freeze

15. TREASURER'S OFFICE

- A. 12:27 Application for Settlement or Deferral of Delinquent Property tax- Approve Payment Options and Remove From tax Sale-Janiel Love

16. HUMAN RESOURCES

- A. 12:32 Update to Policy 21 – Voluntary Shared Leave Pool-Jenica Stander

17. FAIRGROUNDS

- A. 12:34 Legacy Pro Rodeo Services Contract #24-18-Jan Rhodes

18. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 12:36 Presentation of Crime Prevention Science Program-Dr. Sam Arungwa

19. PUBLIC COMMENT (No action will be taken at this time)

- A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.
- B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.
- C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.
- D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

20. WARRANT REGISTER

21. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE

22. CLOSED SESSION

23. ADJOURNMENT

Prepared and posted this 10th day of May, 2024. Mailed to the Box Elder News Journal and the Leader on the 10th of May, 2024. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.



Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.

**BOX ELDER COUNTY
AGREEMENT FOR INDIGENT LEGAL SERVICES
PUBLIC DEFENDER CONTRACT**

THIS AGREEMENT made and entered into this 9th day of April 2024, by and between Box Elder County and Kurt Helgesen hereinafter referred to as “Public Defender.”

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a “defense services provider” to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County (“Managing Defender”) who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other legal defenders retained by Box Elder County have a conflict of interest.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

- 1) **Oversight by the Managing Defender:** Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:
 - a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
 - b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
 - c. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
 - d. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
 - e. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.
 - f. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
 - g. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients,

including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

- 2) **Compensation and term:** The terms of this Agreement shall be from April 1, 2024, through March 31, 2026. (Twenty-Four Months). Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$5,220**. Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. The Public Defender shall also be compensated at \$75 per hour for each hour of trial after the first full day of trial in any felony case. (Courtroom time only, no preparation). Any COLA implemented by Box Elder County shall also apply to this agreement.

- 3) **Services provided:** This agreement is mainly to provide indigent defense in Juvenile Court. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all ethical and legal standards required by law and the rules of professional conduct.

- 4) **Accessibility & Jail Visits:** The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients.

reasonably in advance of any hearing or trial.

5) Qualifying Indigents: It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:

- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court;
- b. The court has reviewed the affidavit and considered any other pertinent information;
- c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and
- d. The court has made the actual appointment on the record of a Public Defender for the applicant indigent in accordance with the criteria established by the court for

6) Non-Indigent Clients: Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertains to services provided under this Agreement.

7) Conflicts of Interest and/or Inability to Represent: In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be assigned by the Managing Defender exhausting all current contracted Public Defenders, after which substitute counsel may be retained by Box Elder County

and appointed by the court.

- 8) Payment of Expenses:** In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.
- a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.
 - b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the Managing Defender). Otherwise, the Public Defender shall be responsible to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement.
- 9) Employment Status/Liability:** Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in

effect through the term of this agreement.


- 10) Current Cases:** It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.
- 11) Transition upon Non-Renewal of Contract:** In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County or in the event this Agreement is terminated by either party or by operation of law:

 - a. Public Defender agrees to cooperate with any successor(s). This may include filing any timely pleadings for withdrawal and the delivery of all applicable files, information, and material to their successor(s).
 - b. All matters pending at that time shall become the responsibility of the subsequently appointed conflict defense services provider, subject to the approval of the court.
- 12) Right to Terminate:** This Agreement may be terminated, with or without cause, by either party upon sixty days' written notice to the Managing Defender.
- 13) Non-Assignability:** This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.
- 14) Governing Laws:** This agreement is governed by the state of Utah. Any disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the State of Utah
- 15) Entire Agreement:** This agreement contains the entire understanding between the parties and supersedes any prior agreement or understanding, whether written

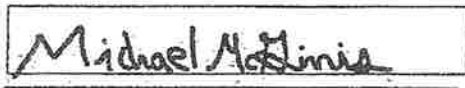
or verbal.

- 16) **Satisfactory Performance:** The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.


KURT HELGESEN
PUBLIC DEFENDER

04-19-2024
DATE


MICHAEL MCGINNIS
MANAGING DEFENDER

04-18-2024
DATE


LEE PERRY
BOX ELDER COUNTY COMMISSION

5-15-2024
DATE

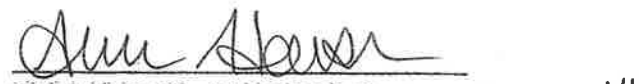
ATTEST:




MARLA YOUNG
BOX ELDER COUNTY CLERK

5-15-2024
DATE

APPROVED AS TO FORM:


STEPHEN R. HADFIELD, Anne Havsen **
BOX ELDER COUNTY ATTORNEY

5/15/24
DATE

BOX ELDER COUNTY
AGREEMENT FOR INDIGENT LEGAL SERVICES
PUBLIC DEFENDER CONTRACT

THIS AGREEMENT made and entered into this 9th day of April 2023, by and between Box Elder County and Malone Molgard, hereinafter referred to as “Public Defender.”

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a “defense services provider” to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County (“Managing Defender”) who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other legal defenders retained by Box Elder County have a conflict of interest.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1) **Oversight by the Managing Defender:** Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

- a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
- b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
- c. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
- d. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- e. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.
- f. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
- g. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients,

including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

- 2) **Compensation and term:** The terms of this Agreement shall be from April 1, 2024, through March 31, 2026. (Twenty-Four Months). Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$5,720.00**. Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. The Public Defender shall also be compensated at \$75 per hour for each hour of trial after the first full day of trial in any felony case. (Courtroom time only, no preparation). Any COLA implemented by Box Elder County shall also apply to this agreement.

- 3) **Services provided:** This agreement is mainly to provide indigent defense to Box Elder County Justice Court, Mental Health Court, and conflict work in district court, juvenile court, and child welfare. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all ethical and legal standards required by law and the rules of professional conduct.

- 4) **Accessibility & Jail Visits:** The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent

clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients. reasonably in advance of any hearing or trial.

5) **Qualifying Indigents:** It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:

- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court;
- b. The court has reviewed the affidavit and considered any other pertinent information;
- c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and
- d. The court has made the actual appointment on the record of a Public Defender for the applicant indigent in accordance with the criteria established by the court for

6) **Non-Indigent Clients:** Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertains to services provided under this Agreement.

7) **Conflicts of Interest and/or Inability to Represent:** In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be

assigned by the Managing Defender exhausting all current contracted Public Defenders, after which substitute counsel may be retained by Box Elder County and appointed by the court.

8) Payment of Expenses: In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.

- a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.
- b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the Managing Defender). Otherwise, the Public Defender shall be responsible to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement.

9) Employment Status/Liability: Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be

liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in effect through the term of this agreement.

- 10) **Current Cases:** It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.
- 11) **Transition upon Non-Renewal of Contract:** In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County or in the event this Agreement is terminated by either party or by operation of law:
 - a. Public Defender agrees to cooperate with any successor(s). This may include filing any timely pleadings for withdrawal and the delivery of all applicable files, information, and material to their successor(s).
 - b. All matters pending at that time shall become the responsibility of the subsequently appointed conflict defense services provider, subject to the approval of the court.
- 12) **Right to Terminate:** This Agreement may be terminated, with or without cause, by either party upon sixty days' written notice to the Managing Defender.
- 13) **Non-Assignability:** This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.
- 14) **Governing Laws:** This agreement is governed by the state of Utah. Any disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the State of Utah

- 15) **Entire Agreement:** This agreement contains the entire understanding between the parties and supersedes any prior agreement or understanding, whether written or verbal.

- 16) **Satisfactory Performance:** The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.

Malene H. Molgard
MALONE MOLGARD
PUBLIC DEFENDER

04/11/2024

DATE

Michael McGinis
MICHAEL MCGINNIS
MANAGING DEFENDER

4/29/2024

DATE

Lee Perry
LEE PERRY
BOX ELDER COUNTY COMMISSION

5/15/24

DATE

ATTEST:



Marla Young
MARLA YOUNG
BOX ELDER COUNTY CLERK

5-15-2024

DATE

APPROVED AS TO FORM:

Stephen R. Hadfield
STEPHEN R. HADFIELD *Anne Hansen*
BOX ELDER COUNTY ATTORNEY

5/15/24

DATE



CRIME INFORMATION COVER SHEET



GRANT INFO:

Grant Number:	25D-16	Grant Period:	July 1, 2024 - June 30, 2025
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SYSTEM INFO:

System Name:	Box Elder County				
System Address:	1 South Main Street	City:	Brigham City	UT Zip:	84302
System Payment Mailing Address If Different:	same	City:		UT Zip:	

SYSTEM CONTACT INFO:

Position	Name	Title	Email	Phone
Project Director:	Mike McGinnis	Attorney	michael.mcginis@cachecounty.org	435-535-6661
System Financial Contact:	Joshua Capell		jcapell@boxeldercounty.org	435-734-3388
Managing Defender:	Mike McGinnis	Attorney	michael.mcginis@cachecounty.org	435-535-6661

IDC GRANT AMOUNT REQUESTED:

Total Renewals Grant Amount (not including increases)	
Total New Requests Grant Amount (including increases)	
Total Combined Grant Amount	

REQUIRED DOCUMENTS: The Project Director's initials certify that each item has been completed and will be submitted as required.

<input type="checkbox"/>	Signed Cover Sheet	<input type="checkbox"/>	Executive Summary	<input type="checkbox"/>	Completed Budget Spreadsheet
--------------------------	---------------------------	--------------------------	--------------------------	--------------------------	-------------------------------------

TERMS AND CONDITIONS: The Project Director's initials by each item certify that the undersigned understand and agree to the grant application terms and conditions set forth below.

<input type="checkbox"/>	The grant application process is competitive, and funding requests are subject to review and approval by the Indigent Defense Commission.
<input type="checkbox"/>	The grant application does not constitute an agreement with the Indigent Defense Commission.
<input type="checkbox"/>	The system may not obligate awarded grant funds without a specific written agreement.



GRANT APPLICATION COVER SHEET

	Grant awards and disbursement of funds are subject to the availability of funds and legislative appropriations.
	Grant funds cannot be used to supplant existing local indigent defense services funds.
	Unless agreed otherwise in writing, grant payments are made to the system quarterly as reimbursements of the awarded funding items.
	Upon receiving a grant award, the system will be obligated to collect, maintain, and report data and information to the Indigent Defense Commission on the scope of the grant. Required reporting includes but is not limited to quarterly financial status reports and biannual System Needs Evaluations, Attorney Caseload Surveys, and narrative reports.
	All indigent defense service providers are strongly encouraged to use a defender-specific case management software. The IDC provides DefenderData Prime at no cost to grant recipient systems.
	Project Director and Managing Defender agree to work with the IDC to develop over time the duties and responsibilities of the role of the Managing Defender as described and established in the <i>IDC Managing Defender Manual</i> .
	System agrees to collaborate with the IDC to implement over time the <i>IDC Core System Principles</i> and other standards adopted by the Indigent Defense Commission for the provision of effective indigent defense services.

SIGNATURES:

Project Director's Signature:	<i>Muhammad McGinnis</i>	Date:	04-30-2024
Authorized System Representative Name:		Title:	
Authorized System Representative Signature:		Date:	

FOR IDC OFFICE USE ONLY	
Date Application Received:	
Date Application Reviewed by the Commission:	

BOX ELDER COUNTY ORDINANCE 595

AN ORDINANCE OF BOX ELDER COUNTY, UTAH, ESTABLISHING THE METHOD, RULES, AND PROCEDURES FOR CONDUCTING THE ANNUAL TAX SALE, ESTABLISHING AN EFFECTIVE DATE, REPEALING ALL ORDINANCES IN CONFLICT THEREWITH AND RELATED MATTERS.

Whereas, Utah Code Annotated § 59-2-1351.1 authorizes the Box Elder County Commission to establish procedures, by ordinance, for the sale of properties which have delinquent property taxes due, in a manner which best protects the financial interests of the delinquent property owner and meets the needs of the County to collect delinquent property taxes due; and

Whereas, the Box Elder County Commission finds a public auction with the following defined rules and procedures, provides a fair opportunity for individuals to buy property with delinquent taxes, provides for a mechanism whereby multiple properties may be sold in one day, and protects the financial interests of the owner of property by selling a property to the highest bidder.

NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF BOX ELDER COUNTY, UTAH ORDAINS AS FOLLOWS:

SECTION 1. DEFINITIONS

A. As used in this ordinance:

- a. "Administrative cost" means expenses incurred by Box Elder County in preparation of the tax sale.
- b. "Bid" means an offer of a purchase price for a property.
- c. "Bidder" means a natural person, husband and wife, or license business entity.
- d. "Collusive bidding" means any agreement or understanding reached by two or more parties that in any way alters the bids the parties would otherwise offer absent the agreement or understanding.
- e. "Public employee" means a person who is not a public officer who is employed on a full-time, part-time, or contract basis by the County.
- f. "Public officer" means all elected or appointed officers of the County who occupy policy making posts.
- g. "Substantial interest" means the ownership, either legally or equitably, by an individual, the individual's spouse, or the individual's minor children, of at least 10% of the outstanding capital stock of a corporation or interest in any other business entity.

- h. "Tax sale" means the sale of properties with delinquent property tax due as authorized in Utah Code Ann. § 59-2-1351 et. seq.

SECTION 2. BIDDER REGISTRATION PROCEDURES

The Box Elder County Tax Sale auction will be conducted via an internet website ONLY. Each bidder must register with the online company conducting the Tax Sale. The name of the auction company will be indicated on the County website. Bid deposits may be necessary to register as a bidder. This process must be completed no later than the date and time indicated.

The County and the online auction company cannot or will not be held responsible for late or misdirected bid deposits, proxy bids or any other transmission, mailing, email or other correspondence necessary to participate in the bid.

SECTION 3. REDEMPTION RIGHTS AND PROCEDURES

A property may be redeemed on behalf of the record owner, by any person, at any time prior to the start of the Tax Sale, on the scheduled date. Property is redeemed by paying to the County Treasurer, all delinquent taxes, interest, penalties, and administrative costs which have accrued on the property. Paying the delinquent amount does not grant ownership to the individual(s) or party(s) paying all delinquent taxes, interest, penalties, and administrative costs. This only removes the property from the Tax Sale.

SECTION 4. ELIGIBILITY REQUIREMENTS

A person may be disqualified from participating in the County's Tax Sale if any of the following violations are found:

- a. Under the age of 18.
- b. Having any outstanding tax debts with Box Elder County.
- c. Violating of any rules governing the tax sale included in this Ordinance or as required by the website host.
- d. Attempting to sell parcels with a recorded Notice of Noncompliance.

SECTION 5. PROHIBITED CONDUCT

Collusive bidding is not permitted and is punishable as a Class C Misdemeanor. Collusive bidding means to conspire to rig bids or fix prices to make it difficult or impossible for other individuals to take part in the bidding process.

SECTION 6. CONFLICT OF INTEREST PROHIBITIONS AND DISCLOSURE REQUIREMENTS

Every County official or employee who purchases or has a substantial interest in any business entity which purchases property at the Tax Sale must disclose said interest in a sworn statement filed with the Box Elder County Clerk, and a copy of which is to be provided to the Box Elder County Commission, Box Elder County Attorney's Office, and their immediate supervisor. These disclosures are public information and shall be available to the public for inspection.

No official or employee may have a personal investment in a business entity which will create a substantial conflict between his private interests and his public duties related to the Tax Sale.

SECTION 7. CRITERIA FOR ACCEPTING OR REJECTING BIDS

All bidding shall be conducted through the online company conducting the Tax Sale for the County. Bidding will advance in increments of a minimum of \$100 or as indicated on each parcel listed for sale with the minimum acceptable bid starting at the sum of taxes, penalties, interest and administrative costs owed on the parcel.

All bids shall be considered conditional whether or not the bid is contested, until reviewed and accepted by the Board of County Commissioners acting at a regularly scheduled Commission meeting.

The County reserves the right to reject any and/or all bids.

SECTION 8. SALE RATIFICATION PROCEDURES

The Box Elder County Auditor, or assigned Deputy, shall present the results of the May Tax Sale no later than four regularly scheduled County Commission meetings after the sale. The County Auditor, or assigned Deputy, will inform the Commission regarding the number of properties sold, the number of properties struck off to the County, and the high bid amount for each property offered for sale at the Tax Sale.

The County Commission may ratify the results of the Tax Sale after hearing the details offered by the Box Elder County Auditor or assigned Deputy.

SECTION 9. CRITERIA FOR GRANTING BIDDER PREFERENCE

All bidders have an equal opportunity to offer a bid on properties. Bids may be placed incrementally, or by "Auto Bid," in which a bidder's maximum offer is confidentially recorded by the system. Bidders who make a bona fide bid in the highest amount for a property become the successful bidder of the property auction.

SECTION 10. METHOD AND PROCEDURE OF PAYMENT, FEES AND PREMIUMS

All bids are an irrevocable offer to purchase the property in question. A bidder is legally and financially responsible for all properties bid upon. Payment in full by certified check/money order or wire transfer will be required no later than three (3) business days after the Tax Sale closes, unless otherwise advertised. No personal checks will be accepted, and no financing is available. Other payment methods may be accepted depending on on-line bid company's rules.

A minimum \$40 recording fee is required in addition to the winning bid, the fee amount is to be based on the fee schedule of the Box Elder County Recorder's Office at the time of the sale. Premiums charged by the online auction company may be associated with the sale of properties. This amount will be added to the winning bid and will be included in the total purchase price paid by the Buyer to the Seller. If the payment policy is not adhered to, the successful bidder will be considered in default. Any bid deposits will be forfeited to the Box Elder County Treasurer and the successful bidder will be banned from future sales. The Box Elder County Treasurer reserves the right to pursue all available legal remedies against a non-paying bidder.

SECTION 11. PROCEDURES FOR CONTESTING BIDS AND SALES

Any person wishing to contest any action taken in connection with the Box Elder County Tax Sale must present such protest to the Box Elder County Commission through the Box Elder County Clerk's Office in writing, within ten (10) calendar days of the sale.

Box Elder County Clerk
1 S. Main St.
Brigham City, UT 84302

SECTION 12. CRITERIA FOR STRIKING PROPERTIES TO THE COUNTY

Any parcel which does not receive a minimum bid shall be struck off to Box Elder County. Parcels struck off to the County may be available for sale through the Box Elder County Auditor's Office when approved by the Box Elder County Commission.

Upon any final bid being rejected, the parcel may be offered to a bidder who offered the second highest bid in the amount of that bid. If the second highest bidder rejects the offer, the property shall be struck off to Box Elder County.

SECTION 13. PROCEDURES FOR DISCLOSING PROPERTIES WITHDRAWN FROM THE SALE

The Auction website will update the list of properties as often as possible, until the week leading up to the Tax Sale, then it will update once a day until the start of the sale. The Box Elder County website will be updated regularly with any changes in the available properties. If the list is published in a local newspaper, it will be updated with any changes prior to its publication each week.

Any properties which are redeemed or removed immediately prior to the beginning of the live auction the day of the Tax Sale, will be stricken and removed from live bidding prior to the close of the bid group.

SECTION 14. DISCLAIMER BY COUNTY WITH RESPECT TO TAX SALE PROCEDURES

Properties sold via the online Box Elder County Tax Sale shall be conveyed by Auditor's Tax Deed. This form of deed is not a warranty deed. No warranty or guarantee is made, expressed or implied, relative to the title, location, or condition of properties for sale. In addition, the County assumes no responsibility, implied or otherwise, that Tax Sale properties are in compliance with zoning ordinances, mining and reclamation regulations, building codes and permits, and/or any other applicable regulations or permits. In addition, Box Elder County makes no warranties or representations as to whether the property is buildable or developable.

Any property sold pursuant to the Tax Sale is without guarantee or warranty whatsoever as to existence, correctness of ownership, size, boundaries, location, structures or lack of structures upon the land, liens, titles, or any other matter or thing whatsoever. Box Elder County does not warrant or represent that any property purchased during the Tax Sale is habitable or in any particular condition.

Box Elder County also makes no warranties or representations regarding the accuracy of the assessment of the property or accuracy of the legal description of the real estate or improvements thereon. It is the responsibility of the bidder to determine the physical aspects of the property, its geographical location, and accessibility. Box Elder County makes no warranties regarding the availability, validity, or existence of water rights associated with any of the properties sold during the Tax Sale.

It is the bidder's responsibility to determine the liabilities, including other liens and encumbrances that exist on each property before and after the sale. The properties are sold "as is." Additionally, Box Elder County is not liable in any way whatsoever for damages sustained to property purchased from the time of sale until the recordation of the Auditor's Tax Deed to a purchaser.

All properties sold at the Box Elder County Tax Sale fall under the rule of *caveat emptor*, or "let the buyer beware", and all purchasers are accordingly hereby so notified.

SECTION 15. SEVERABILITY

Should any portion of this ordinance be found for any reason to be unconstitutional, unlawful, or otherwise void or unenforceable, the balance of the ordinance shall be severable therefrom, and shall survive such declaration, remaining in full force and effect.

SECTION 16. REPEAL OF CONFLICTING ORDINANCES

To the extent that any ordinances, resolutions, or policies of Box Elder County conflict with the provisions of this ordinance, they are hereby amended to comply with the provisions hereof.

SECTION 17. EFFECTIVE DATE

This Ordinance, Box Elder County Ordinance 555, shall become effective immediately after the required publication thereof, as set forth in Utah Code § 17-53-208(6).

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF
BOX ELDER COUNTY, UTAH this 15th of May 2024.

BOARD OF COUNTY COMMISSIONERS
BOX ELDER COUNTY, UT

BY: Lee Perry
LEE PERRY, COMMISSION CHAIR

ATTEST:

Marla Young
MARLA YOUNG, COUNTY CLERK



ORDINANCE NO. 596

AN ORDINANCE OF BOX ELDER COUNTY ADDING CHAPTER 5-9: OUTDOOR LIGHTING STANDARDS, IN THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.

WHEREAS, a proposal has been made to add Chapter 5-9: Outdoor Lighting Standards, in the Box Elder County Land Use Management & Development Code; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided notice of the public hearing by mailing notice to each affected entity at least 10 calendar days before the public hearing, and by posting it on the County's official website; and by publishing it on the Utah Public Notice Website at least 10 calendar days before the public hearing; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on April 18, 2024 to allow the general public to comment on this proposed text amendment; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed text amendment is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

WHEREAS, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the text as has been requested; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on May 15, 2024, to review and discuss this proposed amendment; and

WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the text as set forth in Exhibit B is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

NOW THEREFORE, the County legislative body of Box Elder County ordains as follows:

SECTION 1: Ordinance Text Amendment. Chapter 5-9: Outdoor Lighting Standards, in the Box Elder County Land Use Management & Development Code is hereby amended to read in its entirety as set forth in Exhibit A.

SECTION 2: Effective Date. This ordinance shall become effective fifteen (15) days after its passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 15th day of May, 2024, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Bingham
Commissioner Summers
Commissioner Perry

Voting Aye
Voting Aye
Voting Aye



Attest:

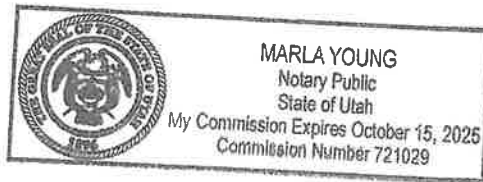
Marla Young
Marla Young
Box Elder County Clerk

Lee Perry
Box Elder County Commission Chair

State of Utah)
.ss)
County of Box Elder)

On this 15th day of May, 2024, personally appeared before me, the undersigned notary public, Lee Perry, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct. 15, 2025



Marla Young
Notary Public

EXHIBIT A

Chapter 5-9 - Outdoor Lighting Standards

Sections.

5-9-010.	Purpose
5-9-020.	Scope
5-9-030.	Definitions
5-9-040.	Applicability
5-9-050.	General Standards
5-9-060.	Property Lighting
5-9-070.	Prohibited Lighting
5-9-080.	Special Uses
5-9-090.	Exemptions and Non-conforming Lights
5-9-100.	Plan Submittal and Evidence of Compliance
5-9-110.	Approved materials and methods of construction or installation/operation
5-9-120.	Violations, Legal Actions and Penalties
5-9-130.	Tables and Information Sheets

5-9-010. Purpose

It is the purpose and intent of this chapter to balance the goals of providing efficient and practical lighting for residents and businesses in Box Elder County, while maintaining the county's rural character and minimizing light pollution that may interfere with the enjoyment, health, safety, and welfare of humans, nature, and the environment.

5-9-020. Scope

All outdoor lighting and lighting fixtures shall be installed in conformance with the provisions of this chapter and the applicable building codes currently in effect in Box Elder County. Where any provision of federal, state, county, or city statutes, codes, or laws conflicts with any provision of this chapter, the most restrictive shall govern unless enforcement will result in a violation of the federal, state, county or city statutes, codes, or laws.

5-9-030. Definitions

Certain words and phrases in this Chapter are defined in Chapter 1-3 of this Code.

5-9-040. Applicability

These outdoor lighting standards apply to all areas of unincorporated Box Elder County.

1. **New Lighting.** All outdoor lighting installed after the effective date of the ordinance codified in this chapter shall conform to the standards established in this chapter.
2. **Existing Lighting.** Upon the adoption of this ordinance, all outdoor lighting fixtures not in conformity herewith shall be considered legal nonconforming outdoor lighting. Any existing lighting that is directly impacted as part of a project that requires an application for a Box Elder County building permit is required to be brought into conformance with this ordinance. All lighting shall be upgraded to conform to this ordinance prior to the issuance of certificate of occupancy or final inspection.
3. **Public Roadways.** This chapter does not apply to lights owned or maintained by the County, state or federal government which are within any road rights-of-way or used for traffic, safety or emergency purposes.

5-9-050. General Standards

1. **Lamp and Shielding.** All permanent light fixtures are required to be full cutoff fixtures with the light source fully shielded for all uses and directed downward, including single-family and multifamily residential uses.
2. **Light Trespass Standard.** All light fixtures, including security lighting, shall be aimed and shielded so that the direct illumination shall be confined to the property boundaries of the source. Particular care is to be taken to assure that the direct illumination does not fall onto or across any public or private street or road. Motion sensing security lighting shall be fully shielded and properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.
3. **Total Outdoor Light Output Standards – Nonresidential and Multifamily Uses.** Total outdoor light output shall not exceed 100,000 lumens per net acre for all development except single-family residential uses. This cap is not intended to be achieved in all cases or as a design goal. Instead, design goals should be the lowest levels of lumens necessary to meet the lighting requirements of the site.
4. **Total Outdoor Light Output Standards – Single-Family Residential Uses.** Outdoor lighting for single-family residential uses is not subject to a lumens per net acre cap, but is subject to the lamp fixture and shielding requirements.
5. **Height.** Any lighting fixture attached to a structure shall be placed below the eave or parapet, whichever is lower. Different height restrictions may be imposed as a condition of approval by the Community Development Director, development review committee, or planning commission.

6. Commercial Lighting Time Limitations. All nonessential commercial exterior lighting shall only continue in operation until 11:00 p.m. or for as long as the business is open or area is in active use and shall remain off until the business reopens or until daylight the following day.

5-9-060. Property Lighting

1. Parking Lot Standards. Parking lot lighting poles shall be sized in such a manner that the top of any fixture does not exceed 20 feet above adjacent grade. Parking area lights are encouraged to be greater in number, lower in height and lower in light level, as opposed to fewer in number, higher in height and higher in light level.
2. Luminaire Mounting Height. Freestanding luminaires within a residential zone, except street lights, shall be mounted at a height no greater than 12 feet from ground level to the top of the luminaries.
3. Landscape and Accent Lighting. Subject to the approval of the Community Development Director or designee, ground-mounted lighting may be allowed to accent unique features of a building and/or surrounding landscaping (such as outstanding architectural features, specimen trees with dense year-round foliage or large native shrub masses). Architectural lighting is allowed; provided that a full cutoff light fixture is used, and the source of illumination is directed downward.
4. Flagpoles. Only the flag of the United States of America or the flag of the State of Utah may be illuminated.

5-9-070. Prohibited Lighting

1. Searchlights, laser source lights, strobe or flashing lights, illusion lights or any similar high intensity light shall not be permitted except in emergencies by police and fire personnel or for approved special events.
2. Uplighting. Except as specifically allowed in this ordinance is prohibited.

5-9-080. Special Uses

1. Outdoor Recreational Facilities. Lighting for outdoor recreation facilities that does not comply with this chapter may be approved with the project site plan based on the following:
 - a. When the proposed lumens per acre exceed the lumens per net acre limits, the installation shall be designed to achieve no greater than the minimum illuminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA).

- b. Every such lighting system design shall be certified by a Utah registered engineer as conforming to all applicable restrictions of this code.
 - c. Such lighting shall not include any light trespass.
 - d. Full cutoff light fixtures shall be required for fields designed for recreational sports activity.
2. Service Station Canopies. All service station canopies shall comply with the following:
 - a. Shielding. All luminaries shall be flush with the lower surface of canopies and utilize flat glass or plastic covers.
 - b. Total Under-Canopy Output. The total light output used for illuminating service station canopies, defined as the sum of under-canopy initial bare-lamp outputs in lumens, shall not exceed 40 lumens per square foot of canopy. All lighting mounted under the canopy, except internally illuminated signs, shall be included in the total. Fifty percent of the total lumen output of all lamps mounted within or under a canopy shall be included in the lumen per acre cap.
3. Other Special Use Lighting. Lighting for special uses that are not specified in this ordinance must be approved by planning commission through a conditional use permit or along with a site plan application.

5-9-090. Exemptions and Non-conforming Lights

1. Emergency lighting, used by police, firefighting, or medical personnel, or at their direction, is exempt from all requirements of this code for as long as the emergency exists.
2. Spotlights are permitted for single-family residential, provided they are fully shielded and directed downward.
3. Swimming Pool and Decorative Water Fountain Lighting. Underwater lighting used for the illumination of swimming pools and decorative water fountains is exempt from the lamp type and shielding standards, though they must conform to all other provisions of this code.
4. Seasonal Decorations. Seasonal decorations are exempt from this chapter.
5. Tower Lighting: Tower lighting required by the FAA or the FCC; provided, that it shall not exceed the minimum requirements of those agencies. Collision markers shall have a dual mode for day and night to minimize impact to the night sky and migrating birds;
6. Traffic Control Devices.

7. Temporary lighting for approved special events.

5-9-100. Plan Submittal and Evidence of Compliance

1. **Plan Submittal.** Whenever a person is required to obtain a permit for outdoor lighting, a conditional use permit, subdivision approval or any development plan approved by Box Elder County, including all county projects, or a building permit, the applicant shall, as part of the application process, submit sufficient information to enable the Community Development Director or designee to determine whether proposed lighting complies with this code. All applications may be subject to review and action by the planning commission at the discretion of the Community Development Director.
2. **Applications.** All applications shall include the following:
 - a. A site plan indicating the height and location of all lighting fixtures, both proposed and any already existing on the site.
 - b. A description of each illuminating device, fixture, lamp, support and shield, both proposed and existing. The description shall include, but is not limited to, manufacturer's catalog cuts and illustrations (including sections where required); lamp types, wattages and initial lumen outputs.
 - c. Such other information that the Community Development Director may determine is necessary to ensure compliance with this code.
3. **Plan Approval.** If the Community Development Director or designee determines that any proposed lighting does not comply with this code, the permit shall not be issued or the plan approved.
4. **Lamp or Fixture Substitution.** Should any outdoor light fixture or the type of light source therein be changed after the permit has been issued, a change request must be submitted to the Community Development Director or designee for approval, together with adequate information to assure compliance with this code, which must be received prior to substitution.
5. **Certification of Installation.** For all projects where the total initial output of the proposed lighting equals or exceeds 100,000 lumens, certification that the lighting, as installed, conforms to the approved plans shall be provided by a certified engineer before the certificate of occupancy is issued. Until this certification is submitted, approval for use of a certificate of occupancy shall not be issued for the project.

5-9-110. Approved materials and methods of construction or installation/operation

1. Approval of Alternatives. The provisions of this code are not intended to prevent the use of any design, material, or method of installation or operation not specifically prescribed by this code, provided any such alternative has been approved by the Community Development Director or designee. The Community Development Director may approve any such proposed alternate if it:
 - a. Provides at least approximate equivalence to that applicable specific requirement of this code, and
 - b. Complies with the intent of this code.

5-9-120. Violations, Legal Actions and Penalties

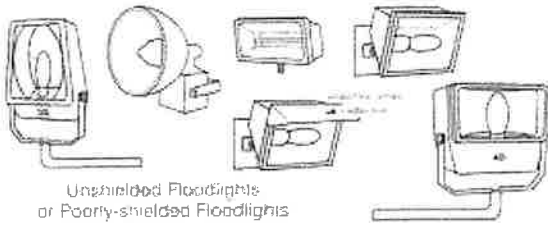
1. Violations and enforcement procedures for this chapter are found in Chapter 2-4: Enforcement of this code.

5-9-130. Tables and Information Sheets

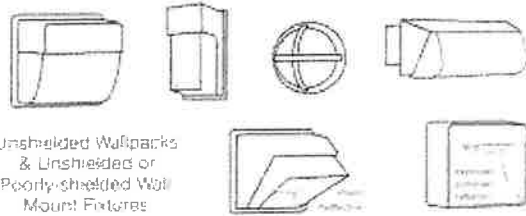
1. The figures and information sheets attached to the ordinance codified in this chapter shall be incorporated into this chapter as guidelines for the public and the County. The County does not endorse or discriminate against any manufacturer or company that may be shown, portrayed or mentioned by the examples.

Unacceptable / Discouraged

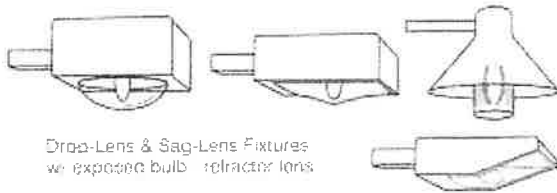
Fixtures that produce glare and light trespass



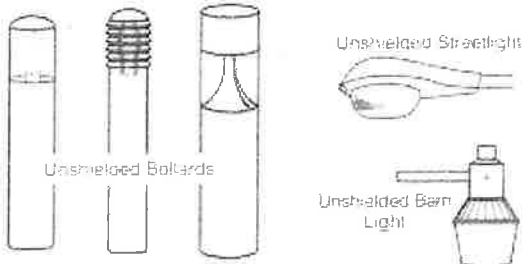
Unshielded Floodlights or Poorly-shielded Floodlights



Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures



Drop-Lens & Sag-Lens Fixtures w/ exposed bulb & refractor lens

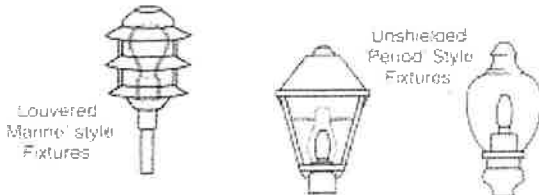


Unshielded Streetlight

Unshielded Bollards

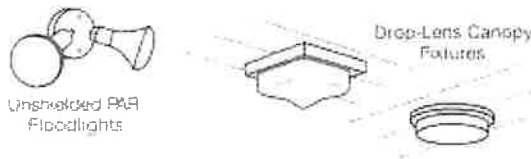


Unshielded Barn Light



Louvered Marne-style Fixtures

Unshielded Period-Style Fixtures

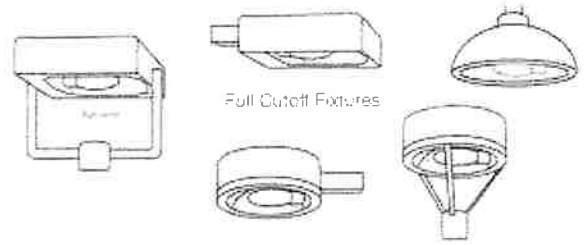


Unshielded PAR Floodlights

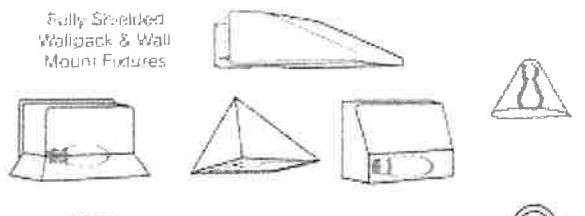
Drop-Lens Canopy Fixtures

Acceptable

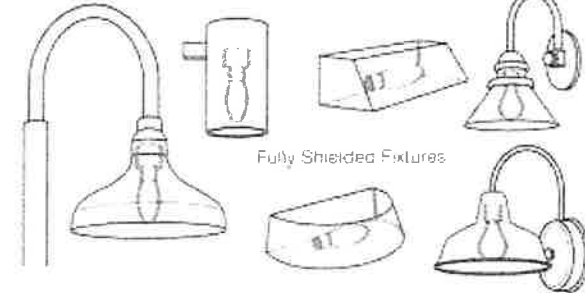
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



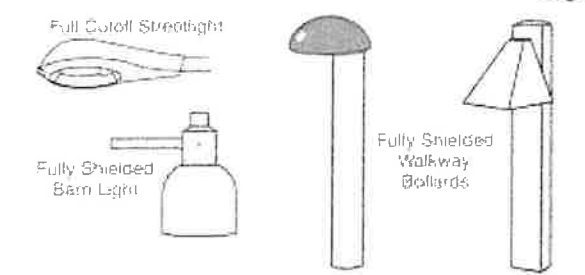
Full Cutoff Fixtures



Fully Shielded Wallpack & Wall Mount Fixtures



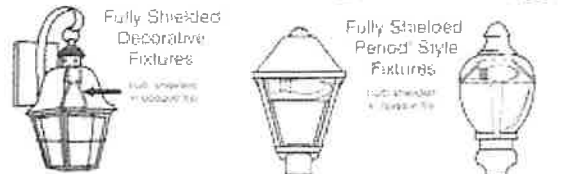
Fully Shielded Fixtures



Full Cutoff Streetlight

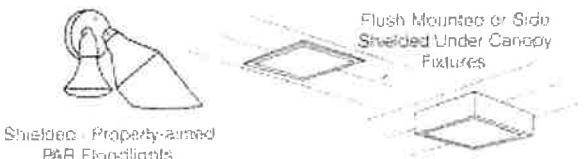
Fully Shielded Barn Light

Fully Shielded Walkway Bollards



Fully Shielded Decorative Fixtures

Fully Shielded Period-Style Fixtures



Shielded - Properly aimed PAR Floodlights

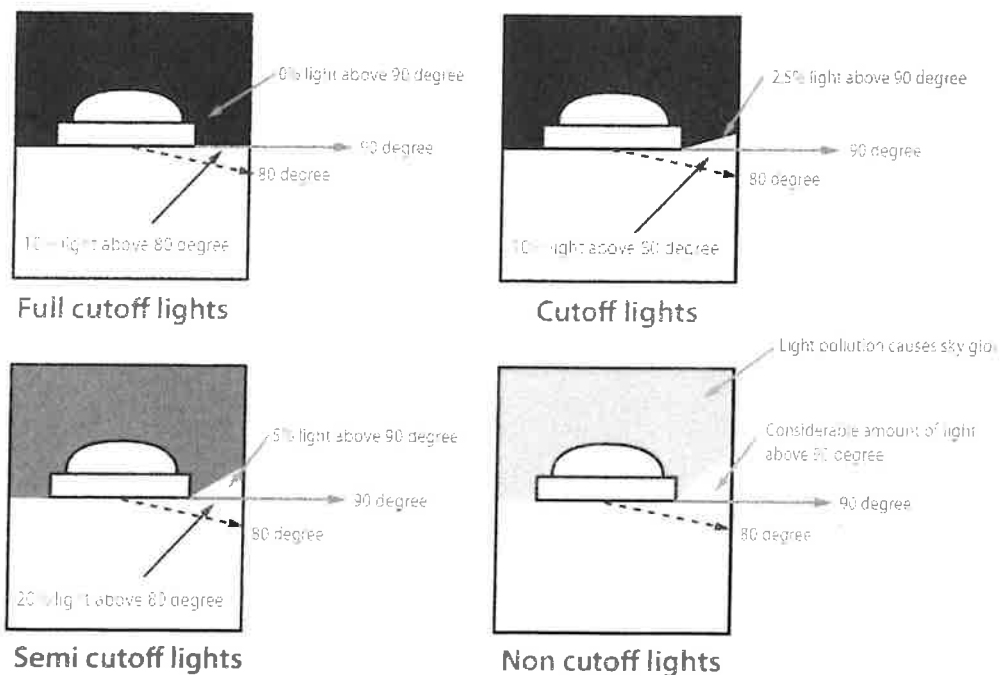
Flush Mounted or Side Shielded Under Canopy Fixtures

1-3-040. Definitions.

Direct illumination: illumination resulting from light emitted directly from a lamp, luminary, or reflector and is not light diffused through translucent signs or reflected from other surfaces such as the ground or building faces.

Fully shielded light fixture: a light fixture that is shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted. The term “full cutoff” is often substituted for the term “fully shielded.” The terms are not equivalent. Fully shielded luminaires emit no direct uplight, but have no limitation on the intensity in the region between 80 degrees and 90 degrees.

Full cutoff light fixture: fixtures that are independently certified by the manufacturers, and do not allow light to be emitted above the fixture and the fixture reduces glare by limiting the light output to less than 10 percent at and below 10 degrees below the horizontal.



Glare: the sensation produced by a bright source within the visual field that is sufficiently brighter than the level to which the eyes are adapted to cause annoyance, discomfort, or loss in visual performance and visibility; blinding light. The magnitude of glare depends on such factors as the size, position, and brightness of the source, and on the brightness level to which the eyes are adapted.

Installed: a light fixture attached or fixed in place, whether or not connected to a power source, of any outdoor light fixture.

Light pollution: any adverse effect of manmade light.

Light trespass: light spill falling over property lines that illuminates adjacent grounds or buildings in an objectionable manner.

Lumen: a unit used to measure the actual amount of visible light which is produced by a lamp as specified by the manufacturer.

Luminary: the complete lighting assembly, less the support assembly.

Motion sensing security lighting: any fixture designed, and properly adjusted, to illuminate an area around a residence or other building by means of switching on a lamp when motion is detected inside the area or perimeter, and switching the lamp off when the detected motion ceases.

Net acreage: the remaining ground area of a parcel after deleting all portions for proposed and existing public rights-of-way and undeveloped area.

Nonessential commercial exterior lighting: any parking lot lighting, display lighting, exterior building lighting, directional lighting or landscape lighting that is primarily for aesthetic or advertising purposes and does not directly contribute to the safety or security of the premises.

Outdoor light fixture: an outdoor illuminating device, outdoor lighting or reflective surface, lamp or similar device, permanently installed or portable, used for illumination, decoration, or advertisement.

Outdoor recreation facility: an area designed for active recreation, whether publicly or privately owned.

Seasonal decorations: strings of holiday lights, uplighting or internally lit inflatable or plastic decorations, or other lighting of holiday or seasonal decorations.

Uplighting: lighting that is directed in such a manner as to shine light rays above the horizontal plane.

Security lighting: lighting designed to illuminate a property or grounds for the purpose of visual security.

EXHIBIT B

Chapter 5-9 - Outdoor Lighting Standards

Sections.

<u>5-9-010.</u>	<u>Purpose</u>
<u>5-9-020.</u>	<u>Scope</u>
<u>5-9-030.</u>	<u>Definitions</u>
<u>5-9-040.</u>	<u>Applicability</u>
<u>5-9-050.</u>	<u>General Standards</u>
<u>5-9-060.</u>	<u>Property Lighting</u>
<u>5-9-070.</u>	<u>Prohibited Lighting</u>
<u>5-9-080.</u>	<u>Special Uses</u>
<u>5-9-090.</u>	<u>Exemptions and Non-conforming Lights</u>
<u>5-9-100.</u>	<u>Plan Submittal and Evidence of Compliance</u>
<u>5-9-110.</u>	<u>Approved materials and methods of construction or installation/operation</u>
<u>5-9-120.</u>	<u>Violations, Legal Actions and Penalties</u>
<u>5-9-130.</u>	<u>Tables and Information Sheets</u>

5-9-010. Purpose

It is the purpose and intent of this chapter to balance the goals of providing efficient and practical lighting for residents and businesses in Box Elder County, while maintaining the county's rural character and minimizing light pollution that may interfere with the enjoyment, health, safety, and welfare of humans, nature, and the environment.

5-9-020. Scope

All outdoor lighting and lighting fixtures shall be installed in conformance with the provisions of this chapter and the applicable building codes currently in effect in Box Elder County. Where any provision of federal, state, county, or city statutes, codes, or laws conflicts with any provision of this chapter, the most restrictive shall govern unless enforcement will result in a violation of the federal, state, county or city statutes, codes, or laws.

5-9-030. Definitions

Certain words and phrases in this Chapter are defined in Chapter 1-3 of this Code.

5-9-040. Applicability

These outdoor lighting standards apply to all areas of unincorporated Box Elder County.

4. New Lighting. All outdoor lighting installed after the effective date of the ordinance codified in this chapter shall conform to the standards established in this chapter.
5. Existing Lighting. Upon the adoption of this ordinance, all outdoor lighting fixtures not in conformity herewith shall be considered legal nonconforming outdoor lighting. Any existing lighting that is directly impacted as part of a project that requires an application for a Box Elder County building permit is required to be brought into conformance with this ordinance. All lighting shall be upgraded to conform to this ordinance prior to the issuance of certificate of occupancy or final inspection.
6. Public Roadways. This chapter does not apply to lights owned or maintained by the County, state or federal government which are within any road rights-of-way or used for traffic, safety or emergency purposes.

5-9-050. General Standards

7. Lamp and Shielding. All permanent light fixtures are required to be full cutoff fixtures with the light source fully shielded for all uses and directed downward, including single-family and multifamily residential uses.
8. Light Trespass Standard. All light fixtures, including security lighting, shall be aimed and shielded so that the direct illumination shall be confined to the property boundaries of the source. Particular care is to be taken to assure that the direct illumination does not fall onto or across any public or private street or road. Motion sensing security lighting shall be fully shielded and properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.
9. Total Outdoor Light Output Standards – Nonresidential and Multifamily Uses. Total outdoor light output shall not exceed 100,000 lumens per net acre for all development except single-family residential uses. This cap is not intended to be achieved in all cases or as a design goal. Instead, design goals should be the lowest levels of lumens necessary to meet the lighting requirements of the site.
10. Total Outdoor Light Output Standards – Single-Family Residential Uses. Outdoor lighting for single-family residential uses is not subject to a lumens per net acre cap, but is subject to the lamp fixture and shielding requirements.
11. Height. Any lighting fixture attached to a structure shall be placed below the eave or parapet, whichever is lower. Different height restrictions may be imposed as a condition of approval by the Community Development Director, development review committee, or planning commission.

12. Commercial Lighting Time Limitations. All nonessential commercial exterior lighting shall only continue in operation until 11:00 p.m. or for as long as the business is open or area is in active use and shall remain off until the business reopens or until daylight the following day.

5-9-060. Property Lighting

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8. Flagpoles. Only the flag of the United States of America or the flag of the State of Utah may be illuminated.

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5-9-080. Special Uses

4. Outdoor Recreational Facilities. Lighting for outdoor recreation facilities that does not comply with this chapter may be approved with the project site plan based on the following:
 - e. When the proposed lumens per acre exceed the lumens per net acre limits, the installation shall be designed to achieve no greater than the minimum illuminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA).

- f. Every such lighting system design shall be certified by a Utah registered engineer as conforming to all applicable restrictions of this code.
 - g. Such lighting shall not include any light trespass.
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5. Service Station Canopies. All service station canopies shall comply with the following:
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- 12. Tower Lighting: Tower lighting required by the FAA or the FCC; provided, that it shall not exceed the minimum requirements of those agencies. Collision markers shall have a dual mode for day and night to minimize impact to the night sky and migrating birds;
- 13. Traffic Control Devices.

14. Temporary lighting for approved special events.

5-9-100. Plan Submittal and Evidence of Compliance

6. Plan Submittal. Whenever a person is required to obtain a permit for outdoor lighting, a conditional use permit, subdivision approval or any development plan approved by Box Elder County, including all county projects, or a building permit, the applicant shall, as part of the application process, submit sufficient information to enable the Community Development Director or designee to determine whether proposed lighting complies with this code. All applications may be subject to review and action by the planning commission at the discretion of the Community Development Director.
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 - f. Such other information that the Community Development Director may determine is necessary to ensure compliance with this code.
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5-9-120. Violations, Legal Actions and Penalties

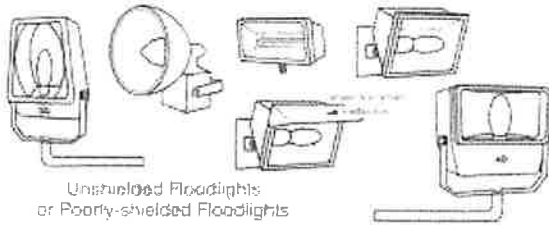
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5-9-130. Tables and Information Sheets

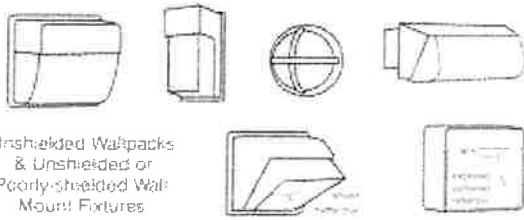
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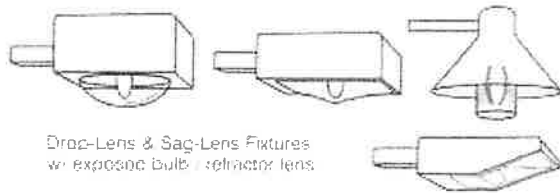
Fixtures that produce glare and light trespass



Unshielded Floodlights or Poorly-shielded Floodlights



Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures



Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens

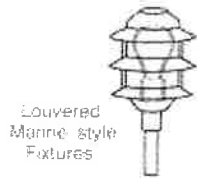


Unshielded Bollards

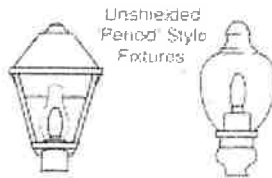
Unshielded Streetlight



Unshielded Barn Light



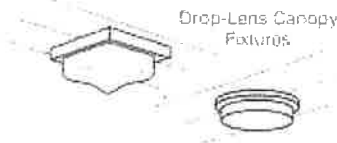
Louvered Marne-style Fixtures



Unshielded 'Period' Style Fixtures



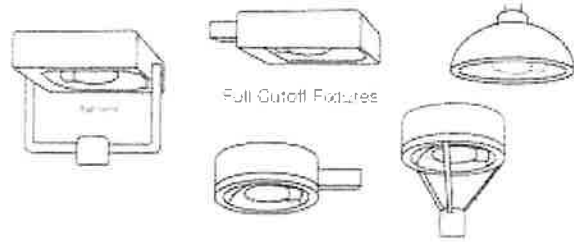
Unshielded PAR Floodlights



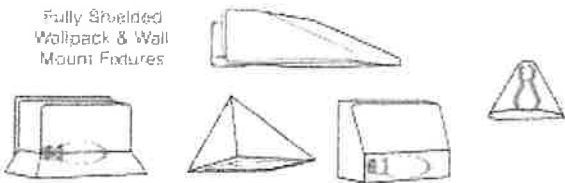
Drop-Lens Canopy Fixtures

Acceptable

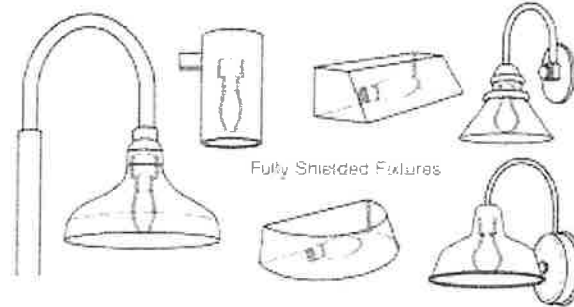
Fixtures that shield the light source to minimize glare and light trespass, and to facilitate better vision at night



Full Cutoff Fixtures



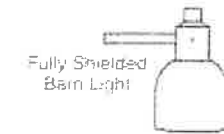
Fully Shielded Wallpack & Wall Mount Fixtures



Fully Shielded Fixtures



Full Cutoff Streetlight



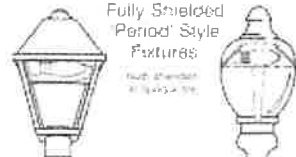
Fully Shielded Barn Light



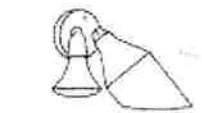
Fully Shielded Walkway Bollards



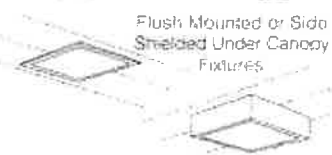
Fully Shielded Decorative Fixtures



Fully Shielded 'Period' Style Fixtures



Shielded, Properly-aimed PAR Floodlights



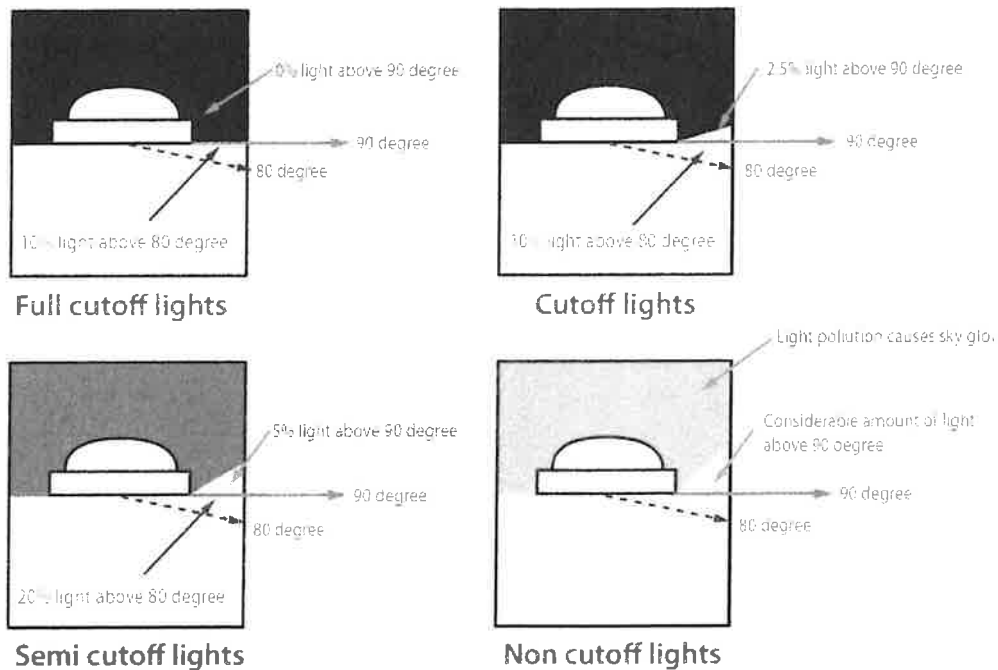
Flush Mounted or Side Shielded Under Canopy Fixtures

1-3-040. Definitions.

Direct illumination: illumination resulting from light emitted directly from a lamp, luminary, or reflector and is not light diffused through translucent signs or reflected from other surfaces such as the ground or building faces.

Fully shielded light fixture: a light fixture that is shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted. The term "full cutoff" is often substituted for the term "fully shielded." The terms are not equivalent. Fully shielded luminaires emit no direct uplight, but have no limitation on the intensity in the region between 80 degrees and 90 degrees.

Full cutoff light fixture: fixtures that are independently certified by the manufacturers, and do not allow light to be emitted above the fixture and the fixture reduces glare by limiting the light output to less than 10 percent at and below 10 degrees below the horizontal.



Glare: the sensation produced by a bright source within the visual field that is sufficiently brighter than the level to which the eyes are adapted to cause annoyance, discomfort, or loss in visual performance and visibility; blinding light. The magnitude of glare depends on such factors as the size, position, and brightness of the source, and on the brightness level to which the eyes are adapted.

Installed: a light fixture attached or fixed in place, whether or not connected to a power source, of any outdoor light fixture.

Light pollution: any adverse effect of manmade light.

Light trespass: light spill falling over property lines that illuminates adjacent grounds or buildings in an objectionable manner.

Lumen: a unit used to measure the actual amount of visible light which is produced by a lamp as specified by the manufacturer.

Luminary: the complete lighting assembly, less the support assembly.

Motion sensing security lighting: any fixture designed, and properly adjusted, to illuminate an area around a residence or other building by means of switching on a lamp when motion is detected inside the area or perimeter, and switching the lamp off when the detected motion ceases.

Net acreage: the remaining ground area of a parcel after deleting all portions for proposed and existing public rights-of-way and undeveloped area.

Nonessential commercial exterior lighting: any parking lot lighting, display lighting, exterior building lighting, directional lighting or landscape lighting that is primarily for aesthetic or advertising purposes and does not directly contribute to the safety or security of the premises.

Outdoor light fixture: an outdoor illuminating device, outdoor lighting or reflective surface, lamp or similar device, permanently installed or portable, used for illumination, decoration, or advertisement.

Outdoor recreation facility: an area designed for active recreation, whether publicly or privately owned.

Seasonal decorations: strings of holiday lights, uplighting or internally lit inflatable or plastic decorations, or other lighting of holiday or seasonal decorations.

Uplighting: lighting that is directed in such a manner as to shine light rays above the horizontal plane.

Security lighting: lighting designed to illuminate a property or grounds for the purpose of visual security.



UTAH WEED SUPERVISORS

GRANTEE CONTRACT
2024 NOXIOUS WEEDS GRANT
Contract Number: 202401DG21

Box Elder County Weed Department

5730 West 8800 North
Tremonton, UT 84337

General Purpose of the Contract:

Authority: Noxious Weed Act, Chapter 17 SAE 4443 7303

Cooperative control of noxious weeds and invading weeds through USDA Forest Service Grant Money.

Scope of Work:

Box Elder County agrees to complete the following work as proposed:

- Continue efforts to monitor and control all EDDMaps points and mapped locations of these specified high priority weeds: Yellow Starthistle, Goatsrue, Elongated Mustard, Common St. Johnswort, Cutleaf Vipergrass, Dalmatian Toadflax, Yellow Toadflax, and Garlic Mustard. Current EDDMaps photo projects that have been implemented will be updated.
- Continue to work with the Bear River Canal Co. personnel to monitor for goat's rue in the county's extensive canal system, as well as hold a cooperative spray day along the Bear River with Utah Forestry, Fire, and State Lands and Cache County Weed Department.
- Plan and implement a cooperative spray day and project for elongated mustard near the Cache and Box Elder County Boundaries including Franklin and Oneida County Weed Departments.
- Maintain, for the tenth consecutive year, the Box Elder County Weed Department fair booth at the Box Elder County Fair held in late August.
- Work will continue to monitor areas which border the USFS on the western edge of the Wellsville Mountains Wilderness Area.
- Continue to monitor and treat all of the outlying points from this project's SIIPA analysis and mapping tool, as well as marking in EDDMaps any new locations.
- Continue county cost-share herbicide program for private landowners.
- Monitor the opportunity for using biocontrol agents on the targeted weed included in this project.

If publications are produced using grant funding, the UWSA must be contacted for additional documentation. The USDA Forest Service must be given credit on any publication.

Budget:

Box Elder County agrees to comply with the following use of grant funds, not varying more than 10 percent per category. If it appears the project use of funds or costs will vary more than 10 percent and a new budget is required, the Utah Weed Supervisor's Association must approve the changed budget **before** changed costs are incurred.



UTAH WEED SUPERVISORS

GRANTEE CONTRACT
2024 NOXIOUS WEEDS GRANT
Contract Number: 202401DG21

Qualifying Expenses	Explanation	Requested
Herbicide	Milestone, Clean Amine, Rifle-D, Aquasweep, Escort, Activator 90	5,000.00
*Supplies		0.00
**Labor	Cost of seasonal labor to complete project	2,000.00
Education		0.00
Total Amount Requested		7,000.00

Grant funds may not be used to purchase food or to rebuild equipment.

Financial Administration and Reporting:

The fiscal agent *may* provide the Utah Weed Supervisors Association with intermittent reports and invoices, as work progresses. Using intermittent reports, reimbursements may be requested monthly. All such requests must be sent by the third Friday of the month.

A final report is required, and is due before November 1, 2024. The reports will consist of a completed form, reimbursable receipts, matching documentation, before and after photographs of the project and a link to EDDMaps where project GIS data is posted. Send all documentation and information in a digital format by email to <rosann@etv.net>. Send any necessary hard copy to Rosann Fillmore, P.O. Box 429, Orangeville, UT 84537.

To assist with record keeping, an *example* in-kind log and expenditure tracking sheet is enclosed. Similar documentation and copies of invoices clearly marked as UWSA reimbursable costs or matching costs must accompany all requests for reimbursement. (See examples.)

The Utah Weed Supervisors (UWSA):

The UWSA agrees to reimburse Box Elder County \$7,000.00 for treatment costs authorized by this contract after receiving the necessary reports (quarterly cost-share numbers, treated acres, reimbursement requests and annual and final reports).

Box Elder County will only be able to receive 75% of the grant amount until the final grant report has been submitted.

The UWSA also agrees to submit an annual report of the grantee’s activities funded by this grant to the USDA Forest Service.



UTAH WEED SUPERVISORS

GRANTEE CONTRACT
2024 NOXIOUS WEEDS GRANT
Contract Number: 202401DG21

Contract Period:

Effective date: Date of the award notification

Termination date: November 1, 2024

IN WITNESS WHEREOF THE PARTIES SIGN AND CAUSE THE CONTRACT TO BE EXECUTED:

Lee Perry
Print Name of County Manager
Or County Commission Chair

Lee Perry
Signature

5/15/2024
Date

Print Name of RC&D Council Chair

Signature

Date

Print Name of UWSA Chair

Signature

Date

**CONTRACT
FOR
RODEO SERVICES**

This CONTRACT FOR RODEO SERVICES is entered into by and between LEGACY PRO RODEO, L.L.C, a limited liability company validly licensed and registered to do business within the State of Utah (hereinafter referred to as "Legacy") and BOX ELDER COUNTY, a county and political subdivision of the State of Utah (hereinafter referred to as "County").

RECITALS

WHEREAS, Legacy is in the business of producing rodeos, and is desirous of producing rodeo performances at the Box Elder County Fair in conjunction with the 2024, 2025 and 2026 annual Box Elder County fairs; and

WHEREAS, County is desirous of retaining Legacy to produce the rodeos at the Box Elder County Fair for the 2024, 2025 and 2026 fairs; and

WHEREAS, Legacy and County have come to an agreement relating to Legacy's production of rodeos for County at the 2024, 2025 and 2026 Box Elder County fairs, and are desirous of entering into this contract setting forth the terms and provisions of their agreement;

NOW THEREFORE, based upon these recitals and the consideration set forth herein, Legacy and County to agree as follows:

1. **Legacy to Produce Rodeo Performances at the Box Elder County Fair.** In exchange for the compensation paid by County to Legacy pursuant to this Agreement, Legacy shall provide the following rodeo performances, livestock and personnel at each of the 2024 Box Elder County Fair, the 2025 Box Elder County Fair, and the 2026 Box Elder County Fair:
 - a. Four (4) PRCA performances and one (1) slack performance (for purposes of this Agreement slack performances shall be considered a performance) with a limit of fifteen (15) contestants per PRCA performance in the bareback, steer wrestling, saddle bronc, ladies breakaway roping, tie-down roping, team roping and bull riding events at each fair (2024, 2025, and 2026). In the event County desires to increase the total number of contestants per performance in any one event, and Legacy is able to accommodate such increase, additional fees shall apply, and additional stock fees will be triggered at sixty (60) contestants in timed events.

- b. "A" quality rodeo livestock (which shall be of PRCA quality and standards), together with all labor, care, and handling of such livestock for each day and night of the rodeo performance. Legacy shall be fully responsible for and assume any and all liability for loss, injury, or damage of any kind to any equipment, stock or other animals provided by Legacy in producing the rodeo performances.
 - c. Sufficient pickup men, flank men, chute laborers, bullfighters, timers and arena secretarial services as is reasonable and customary at PRCA rodeo events.
 2. **County to Compensate Legacy.** In exchange for the rodeo performances provided to County by Legacy pursuant to this Agreement, County shall compensate Legacy as follows:
 - a. For the 2024 Box Elder County Fair, the sum of Ninety-Five Thousand Dollars (\$95,000.00) plus an additional Fifty-Five Dollars (\$55.00) per run over the agreed upon number of runs for each timed livestock event.
 - b. For the 2025 Box Elder County Fair, the sum of Ninety-Nine Thousand Seven Hundred Fifty Dollars (\$99,750.00) plus an additional Fifty-Five Dollars (\$55.00) per run over the agreed upon number of runs for each timed livestock event.
 - c. For the 2026 Box Elder County Fair, the sum of One-Hundred Four Thousand Seven-Hundred Thirty Seven Dollars and Fifty Cents (\$104,737.50) plus an additional Fifty-Five Dollars (\$55.00) per run over the agreed upon number of runs for each timed livestock event.
 3. **Additional Services to be provided by County to Legacy.** In addition to the compensation paid by County to Legacy, County shall provide the following goods and services to Legacy during the rodeo performances:
 - a. Adequate corrals, troughs, water and other facilities to house the livestock being provided by Legacy, beginning three (3) days before and one (1) day after each year's Box Elder County Fair.
 - b. Sufficient hay to feed the livestock being provided by Legacy for the time period of three (3) days before and one (1) day after each year's Box Elder County Fair. This will include 2.5 ton of Alfalfa each day residing, and .5 ton of Grass Hay each day residing.
 - c. A Chute Boss, an Arena Director and at least two (2) laborers for the timed event stripping chute and calf untiers, out of gate, and others as mutually deemed necessary.
 - d. All Specialty Acts, Announcer, Barrel/Funny Man, sound and video equipment and production.
 - e. Five (5) trailer parking spots with 50-amp electrical and water hookups, for three (3) nights before, each night during, and one (1) night after each year's Box Elder County Fair.

- f. Six (6) hotel rooms, two (2) of which shall commence two (2) nights prior to the first rodeo performance each year, and the remaining four (4) rooms shall commence one (1) night prior to the first rodeo performance each year. All six (6) rooms will have a check-out date the day after the last performance each year. County shall be responsible for arranging these accommodations on the above listed nights with two (2) double beds in each room.
 - g. Wi-Fi services, power and a secured area for rodeo secretarial services.
 - h. Six (6) tickets for Legacy's use, to each rodeo performance, each day of the Box Elder County Fair, each year.
4. **Insurance.** Legacy, at its own cost and expense, shall secure and maintain during the term of this Agreement, including all renewal terms, minimum insurance coverage as follows:
- a. **General Liability.** Commercial general liability insurance, on an occurrence form basis, in the minimum amount of \$1,000,000.00 per occurrence with a \$2,000,000.00 general policy aggregate.
 - b. **Umbrella Policy.** Liability for the coverage described above with limits of no less than \$5,000,000.00
5. **Promotion/Sponsorship.** County shall include prominent reference to Legacy as being the Rodeo Stock Contractor for the Box Elder County Fair in all advertising, promotional materials, and other marketing, including any associated webpages or social media associated with the Box Elder County Fair, which shall include at a minimum:
- a. Social Media Posts
 - b. Website
 - c. Direct Marketing
 - d. Traditional Media
 - e. Event Signage

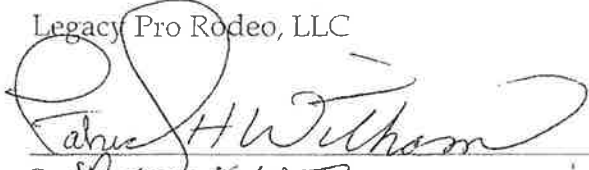
County shall also provide prominent space for Legacy to place a booth at least ten (10) feet by ten (10) feet in size at each rodeo performance at the Box Elder County Fair, and the right to sell and distribute merchandise or publications at each rodeo performance. County shall and hereby does grant Legacy the right to photograph or make audio or audiovisual recordings of each rodeo performance, including the right to make commercial use of the photographs or recordings.

6. **Indemnification and Hold Harmless.** Legacy shall indemnify and hold County harmless of and from any and all liability arising out of or in any way related to the conduct of Legacy, its employees and/or agents.

7. **Term.** The term of this Agreement shall be for three (3) years of the Box Elder County Fair (2024, 2025, and 2026), unless earlier terminated in accordance with the terms of this Agreement. The specific dates of the fairs will be as follows:
- a. 2024 Box Elder County Fair: August 21st thru August 24th 2024
 - b. 2025 Box Elder County Fair: August 20th thru August 23rd, 2025
 - c. 2026 Box Elder County Fair: August 26th thru August 29th, 2026
8. **Termination.** Either Legacy or County may terminate this Agreement for cause, by providing the other with written notice of the breach and an opportunity to cure the breach within sixty (60) days.
9. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah.
10. **Attorney's Fees.** In the event either Legacy or County should default in the performance of their respective obligations under this Agreement, the party in default shall pay and be responsible for any and all costs incurred by the other party in seeking to enforce this Agreement, including but not limited to attorney's fees and court costs.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral.

DATED this 10 day of May, 2024.

Legacy Pro Rodeo, LLC

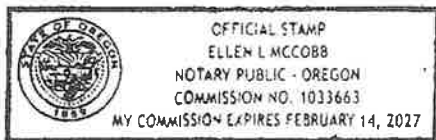

By: Patrick Witham
It's: Manager

STATE OF Oregon)

COUNTY OF Benton)^{SS}

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 20 day of May, 2024, personally appeared Patrick Witham, the Manager of Legacy Pro Rodeo, LLC, a limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Ellen L. McCobb
Notary Public X: 2/14/2027

DATED this 20 day of _____, 2024.

Box Elder County

Lee Perry, Chairman
Box Elder County Commission

ATTEST:

Marla Young, Clerk
Box Elder County

COUNTY OF B)
SS

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this ___ day of _____, 2024, personally appeared _____, the _____ of Legacy Pro Rodeo, LLC, a limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

DATED this 15th day of May, 2024.

Box Elder County

Lee Perry
Lee Perry, Chairman
Box Elder County Commission



Marla Young
Marla Young, Clerk
Box Elder County