

**MINUTES
BOX ELDER COUNTY COMMISSION
JANUARY 22, 2025**

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 **January 22, 2025**. The following members were present:

Boyd Bingham	Chairman
Lee Perry	Commissioner
Tyler Vincent	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 11:25 a.m.

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

Boyd Bingham	Chairman
Lee Perry	Commissioner
Tyler Vincent	Commissioner
Marla Young	County Clerk

The prayer was offered by Commissioner Perry.

The Pledge of Allegiance was led by Auditor Shirlene Larsen.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF, DECEMBER 18, 2024 AND JANUARY 08, 2025 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER VINCENT AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

Commissioner Perry reported that State Representative Tom Peterson has been working on and giving a presentation to the legislature on renaming State Highway 102 to the Borgstrom Highway. The renaming will take place at a Memorial Day celebration.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

Agreement with Bear River Canal Company - Chairman Bingham

Chairman Bingham stated they have been working on a contract with the canal company for bridge repairs and have come to an agreement.

MOTION: Commissioner Perry made a motion to accept the contract with the changes made by the County Attorney's Office with Bear River Canal Company. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

EMERGENCY MANAGEMENT ISSUES

Commissioner Perry reported they are working with departments and the Attorney's Office to change some policies regarding emergency management.

ARPA/LATCF

There were no ARPA or LATCF items discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Commissioner Perry acknowledged Tyson Green and Jodi Peterson as employees of the month. He stated if anyone came by the county courthouse at Christmas time they would have seen their handiwork in the two huge nutcrackers that were handpainted. They did it with literally no cost. They really stood out. He mentioned the decorations on the inside of the building also.

The Commissioners presented Tyson Green with a certificate. Jodi Peterson was unavailable for the presentation.

ATTORNEY'S OFFICE

Adoption of a Privacy Space Compliance Plan as Required by Section 63G-31-304 of the Utah Code-Stephen Hadfield

Deputy Attorney Anne Hansen explained this is Resolution #25-01 and stated that last year the legislature made some changes to section 68 which requires the county to adopt a privacy compliance plan related to places such as restrooms, changing areas or locker rooms. This resolution meets the requirements to bring the county into compliance.

MOTION: Commissioner Vincent made a motion to approve Resolution #25-01. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 2 - Resolution #25-01

COMMISSIONERS

Discussion Of Bridge Repair Located 12000 NE Highway 13-Commissioners

Darin McFarland, Road Department Supervisor, explained this is a Bear River Canal bridge on 12,000 North. There has been discussion back and forth with the canal company on their right of way permit process. They have made concessions with the canal company to get the contract signed. The contractor has started construction.

Chairman Bingham stated the county has been working to come to an agreement with the canal company and has made compromises and adjustments as there is a small timeframe to get the project done before irrigation starts.

Commissioner Perry stated they could approve the agreement under the Former Agenda Items category on the agenda.

Deputy Attorney Anne Hansen stated they have some concerns with the agreement, mostly standard contract language. She mentioned in paragraph 4 it should identify the other four projects the agreement would apply to and suggested their office could work on an interlocal agreement with the canal company.

See Former Agenda Items category for a motion made by the Commission.

Multicounty United Local Health Department Interlocal Agreement #25-06-Jordan Mathis

Jordan Mathis, Director of Bear River Health Department presented an illustration of the changes made to the interlocal agreement. Box Elder, Cache, and Rich Counties are included in the Bear River Health Department district. The agreement integrates mental health and substance abuse services under the umbrella of the health department. He said it is a fifty year agreement but requires an annual review.

Commissioner Perry stated they have been working on this agreement for a couple of years. It is a monumental step forward.

Deputy Attorney Anne Hansen stated they will have a written resolution memorializing the Commission's approval at a future meeting.

MOTION: Commissioner Perry made a motion to approve Agreement #25-06. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 3 - Agreement #25-06

2025 Cooperative Agreement #25-07 Between USU Extension and Box Elder County-Mike Pace

Mike Pace of USU Extension presented the 2025 Cooperative Agreement. He said it is the same as prior years with the only changes being the dates and operating budget.

MOTION: Commissioner Perry made a motion to approve Agreement #25-07. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 4 - Agreement #25-07

Agreement #25-10 to Contract with a Legal Assistant to Assist the Box Elder County Public Defense Attorneys-Michael McGinnis

Michael McGinnis, Director of the Public Defenders, explained Agreement #25-10 is a contract for a legal assistant. He stated a portion of the salary is from a grant and the rest is from Box Elder County.

MOTION: Commissioner Vincent made a motion to approve Agreement #25-10. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 5 - Agreement #25-10

Approval of Indigent Burial for Christine Garver by Myers Mortuary-Chrisee Bennett

Commission Secretary Chrisee Bennett explained a resident of a nursing home passed away. They were on state assistance and homeless. They have four children but there are no assets. A request was made for indigent burial through Myers Mortuary.

MOTION: Commissioner Perry made a motion to approve the flat rate for the indigent burial for Christine Garver. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

Award GOEO's Rural Communities Opportunity Grant Contract #25-09 to the Box Elder Chamber of Commerce-Commissioners

Commissioner Perry explained Contract #25-09 is a grant award given to the county from the Governor's Office of Economic Opportunity. The Chamber of Commerce has been really beneficial to work with the businesses of the county. The grant will help provide some money to help the chamber with their new building and visitors center.

Box Elder Chamber of Commerce Executive Director Monica Holdaway gave a brief overview of the new services the chamber offers businesses such as incubator space, a visitor center, and public restrooms downtown.

MOTION: Commissioner Perry made a motion to award the GOEO Rural Opportunity Grant #25-09 to the Box Elder Chamber of Commerce. The motion was seconded by Commissioner

Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 6 - Contract #25-09

Ratify Signature on Bear River Canal Company 2025 Lease Pool Shares-Chairman Bingham

Chairman Bingham shared that the county has water shares and annually leases the shares back. He explained they need to approve putting the shares back into the lease pool and ratify the signature on the document.

MOTION: Commissioner Perry made a motion to ratify the signatures and put the water shares into the lease pool. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

COMMUNITY DEVELOPMENT

Ordinance #612: Hales (Promontory) Rezone from Unzoned to MG-EX-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #612 rezones property in the Promontory Peninsula from unzoned to the MGEX zone. The request went before the Planning Commission in December and a public hearing was held. There was no public comment received. The property owner owns adjacent property that is zoned MGEX. The Planning Commission determined it meets the approval standards, but included in the approval that the applicant work with the road supervisor on the road infrastructure plan at the conditional use permit stage.

MOTION: Commissioner Vincent made a motion to adopt Ordinance #612. The motion was seconded by Commissioner Perry and carried unanimously on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 7 - Ordinance #612

Agricultural Lease Agreement #25-01 for Parcel 07-094-008 located in Plymouth-Scott Lyons

Community Development Director Scott Lyons gave details of Lease Agreement #25-01, which is in Plymouth. He explained a public hearing was held at the January 8, 2025 Commission meeting. There was no public comment.

MOTION: Commissioner Vincent made a motion to approve Agricultural Lease Agreement #25-01. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 8 - Agreement #25-01

Agricultural Lease Agreement #25-02 for Parcel 04-068-0016 located in Bear River City-Scott Lyons

Community Development Director Scott Lyons gave details of Lease Agreement #25-02, which is in Bear River City. He explained a public hearing was held at the January 8, 2025 Commission meeting. There was no public comment.

MOTION: Commissioner Perry made a motion to approve Agricultural Lease Agreement #25-02. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 9 - Agreement #25-02

Appoint Two New Planning Commission Members-Scott Lyons

Community Development Director Scott Lyons stated the Planning Commission members are appointed by the County Commission. He said they need to appoint one full time seat and one alternate seat. They have gone through the interview process and recommended Brandon East in the Southwest Tremonton area as a full member and Brian Bowen of Beaver Dam as the alternate.

MOTION: Commissioner Perry made a motion to appoint Brandon East as the full time Planning Commissioner and Brian Bowen as an alternate. The motion was seconded by

Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

Bothwell Rezone - Proposed Rural Residential 5 acre (RR-5) to Rural Residential 2 acre (RR-2)-Scott Lyons

Community Development Director Scott Lyons stated they received a request to rezone 72.18 acres in Bothwell from RR5 to RR2. The Planning Commission held a public hearing and received quite a bit of input, all in opposition. The Planning Commission found the application did not meet the necessary approval standards and forwarded a recommendation of denial.

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

Annexation Policy Ordinance #613 - County Text Amendment-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #613 is a text amendment to the County Annexation Policy located in the Land Use Management Code. The county began an annexation amendment process to create some exemptions. The county received some feedback from different cities as well as landowners that helped create some of the exemptions and changes. During the public hearing process in December 2024 there was another application by some residents in the Harper Ward area who had some concerns with the policy. They have taken the input from those concerned and have tried to address all interests as well as possible. The new language was sent back to the Planning Commission for review and they have forwarded a recommendation of approval.

MOTION: Commissioner Vincent made a motion to approve Ordinance #613. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 10 - Ordinance #613

Annexation Policy - Resident Text Amendment-Scott Lyons

Community Development Director Scott Lyons stated they received an application for a Resident Text Amendment and the Planning Commission recommended denial as Ordinance #613 covers the request.

MOTION: Commissioner Vincent made a motion to deny the Resident Text Amendment. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ROAD DEPARTMENT

Amendment to Ordinance #531- Excavation and Right -Of-Way Encroachment-Darin McFarland

Deputy Attorney Anne Hansen explained Ordinance #615 amends Ordinance #531.

Road Supervisor Darin McFarland said the ordinance addresses processing fees and inspection fees for excavation permits.

MOTION: Commissioner Perry made a motion to approve Ordinance #615 amending Ordinance #531. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 11 - Ordinance #615

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

Chairman Bingham reviewed the guidelines for the public comment period.

DeAnna Hardy of Brigham City said it was stated to a few of the members of the Box Elder Committee of Liberty that the \$17,000.00 increase in 2025 was needed to keep the Sheriff. She reported the average salary in Box Elder County is \$55,000.00 and the Sheriff's wages are more than double the citizens. She gave a brief history on the wages of elected officials and the increases they have received. She feels the salaries should be restructured to be in line with the average citizens. The citizens cannot sustain the high salaries. If the representatives do not agree, they should step down and seek higher salaries in the private sector. The high filing fees to run for public office should be reduced to a reasonable level so people can afford to file.

Joseph Summers of Bothwell thanked the Commission for letting the Bothwell citizens speak and supporting them in keeping the RR5 zoning.

Jace Farnsworth, Conservation District Resource Coordinator, stated they will be holding a Conservation Fair. He said they bring in different partners, agencies, and vendors to help farmers and producers learn how to improve their conservation. They are planning another fair and would like to use the fairgrounds and would like a fee waiver. The request will be on the next Commission agenda.

Shaun Thornley of Harper Ward thanked the Commission and the Planning and Zoning department for being professional throughout the annexation policy amendment process. He complimented the Planning Commission on how they operate. He encouraged the Commission to look very critically at any island annexations while Harper Ward works on a community plan.

Dave Griffith of Harper Ward thanked the Commission for the annexation amendment they passed. He said they completed a petition of Harper Ward residents to support the policy amendment. Their petition states they wish to preserve our rural and agricultural heritage and continue the RR5 zoning and continue to live under county ordinances. They do not want to live in the city and over 80% of Harper Ward residents signed the petition. They strongly oppose mandatory annexation requirements linked to land use change applications which would force them into Brigham City. Forced distance annexation situations carve up Harper Ward in patchwork fashion. They have accepted the Planning Commissions recommendation to create a community plan and hope that plan will be a tool to evaluate potential island annexation petitions. He requested the Commission put a pause on any Harper Ward island annexations until they create their community plan. All Harper Ward residents will be invited to participate.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 125703 through 125758 in the amount of \$847,626.93 and 125759 through 125774 in the amount of \$601,688.78.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Change:	Effective Date:
Burton, Thomas	Buildings/Grounds	Transfer	1/13/2025
Robinson, Alyssa	Buildings/Grounds	New Hire	1/14/2025
Beutler, Mary Ellen	Buildings/Grounds	New Hire	1/14/2025
Carney, Hunter	Sheriff's Office	New Hire	1/22/2025
Johnston, Samuel	Sheriff's Office	New Hire	1/13/2025
Lewis, Scot	Sheriff's Office	Separation	1/10/2025
Hubbard, Larry	Sheriff's Office	Compensation Change	12/15/2024
Reynosa, Edwin	Sheriff's Office	Compensation Change	12/15/2024
Kearl, Joshua	Scuba Team	Volunteer	1/22/2025
Sieg, Hans	Road Department	Compensation Change	12/15/2024
Sieg, Hans	Road Department	Compensation Change – Temp Salary Adj	12/15/2024
Cutler, Laurie	Sheriff's Office	Volunteer	1/22/2025
Cutler, Raymond	Sheriff's Office	Volunteer	1/22/2025
Larsen, DeAnn	Sheriff's Office	Volunteer	1/22/2025
Larsen, Harold	Sheriff's Office	Volunteer	1/22/2025
Packer, Kevin	Sheriff's Office	Volunteer	1/22/2025
Packer, Ruth Ann	Sheriff's Office	Volunteer	1/22/2025
Jeppesen, Lorie	Sheriff's Office	Volunteer	1/22/2025
Jeppesen, Michael	Sheriff's Office	Volunteer	1/22/2025
Jepson, Janice	Sheriff's Office	Volunteer	1/22/2025
Jepson, Wendell	Sheriff's Office	Volunteer	1/22/2025
Frischknecht, Roger	Sheriff's Office	Volunteer	1/22/2025
Frischknecht, Lori	Sheriff's Office	Volunteer	1/22/2025
Barnes, Denise	Sheriff's Office	Volunteer	1/22/2025
Barnes, Robert	Sheriff's Office	Volunteer	1/22/2025
Worthy, Monty	Sheriff's Office	Volunteer	1/22/2025
Worthy, Cleo	Sheriff's Office	Volunteer	1/22/2025
Spendlove, Marlene	Sheriff's Office	Volunteer	1/22/2025
Spendlove, Robert	Sheriff's Office	Volunteer	1/22/2025
Anderson, Erin	Sheriff's Office	Volunteer	1/22/2025
Anderson, Brenda	Sheriff's Office	Volunteer	1/22/2025
Lake, Diane	Sheriff's Office	Volunteer	1/22/2025

County Commission Meeting for January 22, 2025

Lake, Robert	Sheriff's Office	Volunteer	1/22/2025
Lee, Denise	Sheriff's Office	Volunteer	1/22/2025
Lee, Roger	Sheriff's Office	Volunteer	1/22/2025
Bailey, Ann	Sheriff's Office	Volunteer	1/22/2025
Bailey, Craig	Sheriff's Office	Volunteer	1/22/2025
Mortensen, Gary	Sheriff's Office	Volunteer	1/22/2025
Mortensen, Julie	Sheriff's Office	Volunteer	1/22/2025
Ball, Kevin	Sheriff's Office	Volunteer	1/22/2025
Ball, Becky	Sheriff's Office	Volunteer	1/22/2025
Keck, Patricia	Sheriff's Office	Volunteer	1/22/2025
Keck, John	Sheriff's Office	Volunteer	1/22/2025
Miller, Mary	Sheriff's Office	Volunteer	1/22/2025
Landis, Betty	Sheriff's Office	Volunteer	1/22/2025
Younger, Christen	Sheriff's Office	Volunteer	1/22/2025
Martin, Lydia	Sheriff's Office	Volunteer	1/22/2025
Beachy, Charlene	Sheriff's Office	Volunteer	1/22/2025
Wenger, Travis	Sheriff's Office	Volunteer	1/22/2025
Beachy, Morris	Sheriff's Office	Volunteer	1/22/2025
Sommers, Matthew	Sheriff's Office	Volunteer	1/22/2025
Hege, Vernon	Sheriff's Office	Volunteer	1/22/2025
Beachy, Clayton	Sheriff's Office	Volunteer	1/22/2025
Cassell, Nathanael	Sheriff's Office	Volunteer	1/22/2025
Butikofer, Titus	Sheriff's Office	Volunteer	1/22/2025
Bauman, Chad	Sheriff's Office	Volunteer	1/22/2025
Miller, Melvin	Sheriff's Office	Volunteer	1/22/2025
Landis, Aaron	Sheriff's Office	Volunteer	1/22/2025
Ambriz, Tatyana	Sheriff's Office	Volunteer	1/22/2025
Fair, Samuel	Sheriff's Office	Volunteer	1/22/2025
Fellows, Raymond	Sheriff's Office	Volunteer	1/22/2025
Alvarez, Armando	Sheriff's Office	Volunteer	1/22/2025
Infante, Mallorie	Sheriff's Office	Volunteer	1/22/2025
Infante, Ronald	Sheriff's Office	Volunteer	1/22/2025
Infante, Tracy	Sheriff's Office	Volunteer	1/22/2025
Irby, Joseph	Sheriff's Office	Volunteer	1/22/2025
Martinez, Sylvia	Sheriff's Office	Volunteer	1/22/2025
Marvin, Cody	Sheriff's Office	Volunteer	1/22/2025
Mock, Andrew	Sheriff's Office	Volunteer	1/22/2025
Mock, Yadira	Sheriff's Office	Volunteer	1/22/2025
Perez, Floris	Sheriff's Office	Volunteer	1/22/2025
Perez, Jasmine	Sheriff's Office	Volunteer	1/22/2025
Rodriguez, Virginia	Sheriff's Office	Volunteer	1/22/2025
Sanchez, Sara	Sheriff's Office	Volunteer	1/22/2025
Teller, Luke	Sheriff's Office	Volunteer	1/22/2025
Teller, Oneida	Sheriff's Office	Volunteer	1/22/2025
Wilcox, James	Sheriff's Office	Volunteer	1/22/2025
Petner, Lance	Sheriff's Office	Volunteer	1/22/2025

CLOSED SESSION

There was not a closed session.

ADJOURNMENT


A motion was made by Commissioner Perry to adjourn. Commissioner Vincent seconded the motion, and the meeting adjourned at 12:33 p.m.

ADOPTED AND APPROVED in regular session this 12th day of February 2025.



Boyd Bingham, Chairman

Lee Perry, Commissioner



Tyler Vincent, Commissioner

ATTEST:





Marla R. Young, Clerk



COUNTY COMMISSION MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, January 22, 2025 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 January 22, 2025 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 Perry
- B. Pledge of Allegiance Given by: Auditor Shirlene Larsen
- C. Approve Minutes December 18, 2024 and January 8, 2025

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. ATTORNEY'S OFFICE

- A. 11:36 Resolution #25-01 Adoption of a Privacy Space Compliance Plan as Required by Section 63G-31-304 of the Utah Code-Stephen Hadfield

9. COMMISSIONERS

- A. 11:38 Discussion Of Bridge Repair Located 12000 NE Highway 13-Commissioners
- B. 11:40 Multicounty United Local Health Department Interlocal Agreement #25-06-Jordan Mathis
- C. 11:50 2025 Cooperative Agreement #25-07 Between USU Extension and Box Elder County-Mike Pace
- D. 11:52 Agreement #25-10 to Contract with a Legal Assistant to Assist the Box Elder County Public Defense Attorneys-Michael McGinnis
- E. 11:54 Approval of Indigent Burial for Christine Garver by Myers Mortuary-Chrisee Bennett
- F. 11:56 Award GOEO's Rural Communities Opportunity Grant Contract # 25-09 to the Box Elder Chamber of Commerce-Commissioners

- G. 11:58 Ratify Signature on Bear River Canal Company 2025 Lease Pool Shares-Chairman Bingham

10. COMMUNITY DEVELOPMENT

- A. 12:00 Ordinance #612: Hales (Promontory) Rezone from Unzoned to MG-EX-Scott Lyons
- B. 12:02 Agricultural Lease Agreement #25-01 for Parcel 07-094-008 located in Plymouth-Scott Lyons
- C. 12:04 Agricultural Lease Agreement #25-02 for Parcel 04-068-0016 located in Bear River City-Scott Lyons
- D. 12:06 Appoint Two New Planning Commission Members-Scott Lyons
- E. 12:08 Bothwell Rezone - Proposed Rural Residential 5 acre (RR-5) to Rural Residential 2 acre (RR-2)-Scott Lyons
- F. 12:10 Annexation Policy Ordinance #613 - County Text Amendment-Scott Lyons
- G. 12:12 Annexation Policy - Resident Text Amendment-Scott Lyons

11. ROAD DEPARTMENT

- A. 12:14 Amendment to Ordinance #531- Excavation and Right -Of-Way Encroachment-Darin McFarland

12. 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.

13. WARRANT REGISTER

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

15. CLOSED SESSION

16. ADJOURNMENT

Prepared and posted this 17th day of January, 2025. Mailed to the Box Elder News Journal and the Leader on the 17th of January, 2025. 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.

WHEN COMPLETED RETURN TO:

Mr. Trevor Nielson
 Bear River Canal Company
 275 North 1600 East
 Tremonton, UT 84337

CANAL CROSSING LICENSE AGREEMENT
 (General Form)

THIS CANAL CROSSING LICENSE AGREEMENT is made and entered into as of this 22nd day of January, 2025, by and between BEAR RIVER CANAL COMPANY, a non-profit mutual water company organized and existing under the laws of the State of Utah ("Bear River"), and Box Elder County of Utah ("licensee"). Bear River and Licensee are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Licensee is constructing and installing a pipeline (bore under the canal), bridge (cut into the banks), or an overhead line crossing and related equipment and facilities, to be incorporated into and made a part of the Licensee's system: and

WHEREAS, in the course of constructing and installing the Crossing, Licensee must cross under, through, or over Bear River's irrigation canal (the "Canal"). The legal description of the crossing area and a plan and profile drawing of the crossing are set forth in Exhibit "A" attached hereto and incorporated by reference herein (the "Crossing Area").

WHEREAS, Bear River is willing to grant a license and authorize and give its consent to the construction, installation, ownership, operation, maintenance, repair and replacement of the crossing by Licensee under, over, or through the Canal within the Crossing Area, subject to and in conformance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **AUTHORIZATION:** Bear River hereby grants to Licensee, and its agents, representative, and contractors, a license to excavate the Canal and construct and install the Crossing, and to thereafter own, operate, maintain, repair and replace the Crossing, under, over or through the Crossing Area, and grants to Licensee and its agents, representatives and contractors a license for access to the Crossing, including without limitation ingress and egress to and from Bear River's land and right-of-way within the Crossing Area, for the purpose of construction, installing, owning, operating, maintaining, repairing, and replacing the Crossing. The license, authorization and consent are given subject to the terms and provisions of this agreement.

2. **CONSTRUCTION AND USE REQUIREMENTS:** The Crossing shall be constructed and used in conformance with the following requirements.
 - a) The construction and installation of the Crossing shall only be authorized within the Crossing Area and according to the plan and profile approved by Bear River as described in Exhibit "A" herein.

 - b) Licensee shall fully repair and rebuild the banks of the Canal and restore the Crossing Area to the same condition that existed prior to any such construction or service activity.

 - c) The Crossing shall be constructed by Licensee, and thereafter be owned, operated, maintained, inspected, protected, repaired, removed and replaced by Licensee, at its sole cost and expense, and without any cost, expense or obligation on the part of Bear River.

 - d) Licensee shall diligently construct the Crossing with due care, and in accordance with sound design, engineering and construction practices customary for such improvements, and shall at all times thereafter own, operate, maintain, inspect, protect, repair, remove and replace the Crossing in such a manner as will not interrupt, interfere with or otherwise impair, in any way, Bear River's constant, continuous and uninterrupted use of the Canal in providing irrigation water to its shareholders and/or its ability to operate, maintain, inspect, protect, repair and replace the Canal.

 - e) Licensee hereby warrants that all work performed or to be performed on the Canal in connection with any construction, service or activity performed by Licensee within the Crossing Area, including, without limitation, restoration of the Canal and Crossing Area, shall be free of any leaks or other damage cause by or otherwise attributable to any such construction, service or other activity by Licensee. All work which does not reasonably conform to these standards may be considered by Bear River to be defective.

- f) If at any time following completion of any construction, service or other activity associated with the Crossing, any of the work performed on the Canal is found by Bear River to be defective, Licensee shall, at its sole cost and expense, correct all such defective work promptly after receipt of written notice from Bear River to do so. If Licensee fails to correct such defective work within the time frame prescribed by Bear River in said notice, Bear River Canal Company may perform the work and Licensee shall reimburse Bear River, as Billed, for all costs and expenses reasonably incurred by Bear River in performing such corrective work on the Canal.
- g) Licensee shall give Bear River not less than fifteen (15) days prior written notice of any initial construction activity and, except in the case of an emergency, Licensee shall give Bear River not less than five (5) business days' prior written notice of any subsequent construction or service activities to be performed by Licensee on the crossing area. In the event of an emergency, Licensee will give Bear River as much prior notice as is reasonably possible under the circumstances.
- h) No trash, waste, or other offensive material, soil or landfill will be placed or left within the Crossing Area by Licensee without Bear River's prior written consent.
- i) Upon completion of the initial construction, Licensee shall set a permanent marker on either side of the Canal, within the Crossing Area, marking the location of the crossing, and provide a complete set of "as built" drawings of the crossing to Bear River Canal Company.
- j) In the course of initial construction of the Crossing or in connection with any subsequent construction or service activity associated with the Crossing, Licensee covenants that it shall not use, employ, deposit, store, dispose of, place or otherwise allow to come in or on the Crossing Area any hazardous waste, pollutant or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, *et seq.*
- k) Licensee shall not do any work within the Crossing Area that will result in any changes in the general topography of the land situated within the Crossing Area, including, but not limited to, changes resulting from excavation, dredging, movement or removal of soil, without Bear River's prior written consent.
- l) Except for the Crossing, no other man-made structure shall be authorized to be placed in or on the Crossing Area without Bear River's prior written consent.

- m) Licensee agrees, with respect to the initial construction of the Crossing, and any subsequent construction, service or other activity by Licensee on the Crossing, that if Bear River or any of its shareholders, or any party to whom Bear River is contractually obligated to provide water, suffers financial loss because water is not delivered to them, an such financial loss results from or otherwise arises out of Licensee's ownership, operation, maintenance, inspection, protection, repair, removal or replacement of the crossing, then and in such event, Licensee shall pay all verifiable financial losses actually suffered by any shareholder or party as a result thereof.
 - n) No supervision or advisory control, if any, exercised by Bear River on its behalf hereunder, shall relieve Licensee of any duty or responsibility which it has to the general public with regard to the initial construction of the Crossing by Licensee, nor relieve it of any duty or responsibility which it has to the general public with regard to its subsequent ownership, operation, maintenance inspection, protection, repair, removal and replacement of the Crossing.
3. RESERVATION OF RIGHTS Nothing herein shall be constructed to change, qualify, restrict or limit, in any way, Bear River's title to or interest in the Canal or Bear River's right to own, operate, maintain, repair and replace the Canal, or to use the canal, or the fee or easement lands owned by Bear River associated with the Canal, within the Crossing Area, for any and all purposes as Bear River, in its sole discretion, sees fit.
4. CANAL CROSSING FEE As consideration for Bear River's consent and authorization to a pipeline (bore under the canal), bridge (cut into the banks), or an overhead line crossing as set forth herein, Licensee shall pay to Bear River a one-time, canal crossing fee in the amount of \$17,711.00 less all offsets approved and authorized by Bear River Canal Company in a letter to the County dated January 16, 2025 (attached)_____
5. REIMBURSEMENT OF COSTS AND EXPENSES In addition to the crossing fee required to be paid pursuant to Paragraph 4 above, Licensee shall promptly reimburse Bear River for any and all expenses reasonably incurred by Bear River in connection with or arising out of its activities associated with canal crossing pursuant to this Agreement, if any, including, without limitation, the preparation, negotiation and execution of this Agreement. Payment shall be due and payable by Licensee to Bear River within (10) days from the date of receipt of any invoice therefore from Bear River.
6. INDEMNIFICATION Licensee shall indemnify, save harmless and defend Bear River, its officers, directors, employees, agents and representatives, from and against any and all losses, expenses, costs, damages and liabilities imposed or claimed to be imposed upon Bear River, its officers, directors, employees, agents, and representatives, for bodily injuries, including death, or for damage to property, real or personal, sustained by any person, including without limitation employees of Licensee, employees of Bear River or third parties, or for environment liabilities (excluding any environmental liability to the extent it was

or is the responsibility of Bear River irrespective of Licensee's action), and whether such bodily injuries, death or damage to property arise or are claimed to arise in whole or in part out of negligence or any other grounds for legal liability (including violation of any duty imposed by statute, ordinance or regulation), which results from, arise out of or are otherwise attributable to Licensee's construction, installation, ownership, operation, maintenance, repair and replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the crossing by Licensee, and the use of such adjacent portion of Bear River's property as Licensee may utilize from time to time for said purposes; provided, however, that this indemnification shall not extend to any losses, expenses, costs, claims, actions, demands, damages, and liabilities to the extent that they are caused by, result from or are otherwise attributable to the negligence or willful misconduct of Bear River, it's officers, directors, employees, agents and representatives.


7. AMENDMENT. This Agreement cannot be extended, terminated, modified or amended except by written agreement signed by each of the Parties.
8. INTERGRATION. This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.
9. SUCCESSORS AND ASSIGNS. The rights, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties.
10. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
11. ATTORNEY'S FEES. In the event this Agreement or any provision hereof shall be enforced by an attorney retained by either Party hereto, whether by suit or otherwise, all costs incurred including court costs and reasonable attorneys fees, and costs incurred upon appeal or in bankruptcy court, shall be paid by the Party who breaches or defaults hereunder.

12. WARRANTY OF AUTHORITY. The individuals executing this Agreement on the behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their respective officers on the date first above written.

BEAR RIVER CANAL COMPANY

By _____



Licensee

By Chairman, Box Elder County Commission

ACKNOWLEDGEMENTS

STATE OF UTAH

County of Box Elder

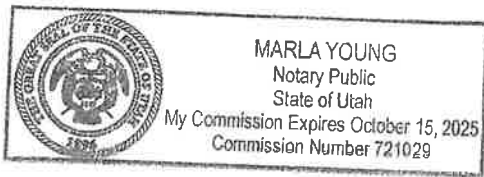
On the _____ day of _____, 20____, personally appeared before me _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed within the instrument as _____, on behalf of the Bear River Canal Company, the corporation therein named, who duly acknowledged to me that the corporation executed the same.

NOTARY PUBLIC

STATE OF UTAH

County of Box Elder

On the 22nd day of January, 2025, appeared before me proved to me on the basis of satisfactory evidence, to be Commission Chairman of Licensee, who duly acknowledged that the within and forgoing instrument was signed on behalf of the said Licensee by authority of a duly adopted resolution of said Licensee and that said Licensee executed the same.



Marla Young
NOTARY PUBLIC

RESOLUTION NO. 25-01

A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION ADOPTING A PRIVACY SPACE COMPLIANCE PLAN AS REQUIRED BY § 63G-31-304 OF THE UTAH CODE.

WHEREAS, Box Elder County is a county of the State of Utah; and

WHEREAS, § 63G-31-304 of the Utah Code requires Box Elder County to adopt a privacy compliance plan to address Box Elder County's duties, as a government entity, under Chapter 31 of Title 63G of the Utah Code; and

WHEREAS, the Box Elder County Commission desires to adopt a Privacy Space Compliance Plan as required by § 63G-31-304; and

WHEREAS, the Box Elder County Commission has considered and discussed the adoption of a privacy space privacy plan as required; and

WHEREAS, the Box Elder County Commission has reviewed the proposed Privacy Space Compliance Plan, a copy of which is attached hereto; and

WHEREAS, after careful consideration, the Box Elder County Commission finds and determines that it is in the best interests of, and will promote the health, safety and general welfare of the residents of Box Elder County to adopt the attached Privacy Space Compliance Plan;

NOW THEREFORE, BE IT RESOLVED by the Box Elder County Commission, acting as the legislative body of Box Elder County, State of Utah, with 3 members present and 3 members voting in favor thereof, as follows:

Section 1: The "Privacy Space Compliance Plan" attached hereto is hereby approved and adopted as the policy and privacy plan of Box Elder County.

Section 2: This resolution shall take effect upon its adoption and passage.

PASSED, ADOPTED, AND APPROVED this 22 day of January,
2025.

PRIVACY SPACE COMPLIANCE PLAN

The following is the required privacy compliance plan for Box Elder County, State of Utah:

- County Staff Response.** Box Elder County (the “County”) hereby informs its employees to report any complaint they receive alleging that an individual has engaged in one or more of the following criminal offenses in a “*sex designated*” “*privacy space*” in a “*facility*” located within the County, as those terms are defined in §63G-31-101 of the Utah Code, to the Box Elder County Sheriff’s Office through either the emergency or non-emergency dispatch services:
 - Lewdness under §76-9-702 of the Utah Code;
 - Lewdness Involving a Child under §76-9-702.5 of the Utah Code;
 - Voyeurism under §76-9-702.7 of the Utah Code;
 - Loitering in A Privacy Space under §76-9-702.8 of the Utah Code; and/or
 - Criminal Trespass in A Changing Room under §63G-31-302(3) of the Utah Code.
- Law Enforcement Response.** If the Box Elder County Sheriff’s Office receives a complaint or allegation that an individual has: (a) engaged in one of the criminal offenses listed in paragraph 1 above while in a government facility located within the County, or (b) has otherwise violated Chapter 31 of Title 63G of the Utah Code while in a government facility located in the County, an appropriate call priority will be assigned and the complaint will be handled in accordance with Box Elder County Sheriff’s Office policies and procedures.
- New Facility Construction.** As required by §63G-1-304, the County will ensure that any County facilities constructed after May 1, 2024 include at least one single-occupant facility, as defined by §63G-31-101 of the Utah Code.
- Existing Facilities.** The County shall consider the feasibility of retrofitting or remodeling the facilities it owns or controls that include privacy spaces (as defined in §63G-31-101 of the Utah Code) to include features to increase individual privacy, such as floor-to-ceiling walls and doors or similar privacy protections, curtains or other similar methods of improving individual privacy within the privacy spaces.
- Unisex Facilities.** The County shall ensure sufficient sex-designated privacy spaces through compliance with §§15A-3-112 and 15A-3-304 of the Utah Code regarding unisex facilities (as defined in §63G-31-101 of the Utah Code).



Commissioner Boyd Bingham Yes No
Commissioner Lee Perry Yes No
Commissioner Tyler Vincent Yes No

Boyd Bingham
Chairman

ATTEST:

Marla Young
County Clerk

2025 COOPERATIVE AGREEMENT FOR UTAH STATE UNIVERSITY
EXTENSION SERVICES – BOX ELDER COUNTY

This Cooperative Agreement (“Agreement”) is dated as of the last dated signature below and is between Box Elder County (“County”) and Utah State University (“USU”), via its Cooperative Extension Service, to promote and provide cooperative extension services (“Extension Services”).

Whereas, USU is the land-grant university in the state of Utah, as authorized by the federal Morrill Acts of 1862 and 1890 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and

Whereas, the federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Extension Services, a collaboration of the U.S. Department of Agriculture and the land-grant universities, and

Whereas, the Utah Legislature has established an extension service at USU (U.C.A. §53B-18-201) and has enabled Utah’s various counties to become a cooperative collaborator in promoting Extension Services, specifically:

USU "may enter into cooperative contracts with the United States Department of Agriculture, county or city officers, private or public organizations, corporations, and individuals, to share the expense of establishing and maintaining an agricultural extension service. The county legislative body of each county may provide sufficient funds to ensure that the agricultural extension service functions properly in its county" (U.C.A. §53B-18-202); and

Whereas, USU has organized its extension service as follows:

(a) Extension faculty and staff, who directly serve specific counties; (b) Extension county directors, who coordinate the services within a specific county; (c) Extension administrators, who coordinate and supervise Extension Services for a multi-county area; (d) on-campus extension faculty, who provide extension service content expertise; and (e) the USU Vice President for Extension, who oversees and administers Extension Services.

Therefore, USU and the County agree as follows:

1. Term and Renewal. This Agreement shall be for the period beginning January 1, 2025 and ending December 31, 2025 (“Term”). USU and the County have had a long-standing relationship concerning Extension Services and anticipate that this Agreement will be renewed annually. At the time this Agreement is renewed, USU and the County may review specific program objectives for Extension Services in the future and evaluate past accomplishments.

2. USU Employees. USU shall assign and provide funding for one or more USU employees to perform Extension Services within the County. USU shall appoint one USU employee to act as the Extension County Director for the County (such appointments shall be satisfactory to both USU and the County). Additional employees may be funded by USU, the County, or a combination of USU and the County, as may be mutually agreed. All USU employees shall be governed by USU policies and procedures.

3. Support Staff. The County shall provide USU with the dollar amount set forth in Appendix A (Account # 10-4610-25000, Contract Labor – USU) to fund USU in obtaining support staff (e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc.) to support Extension Services within the County. Such support staff shall be (i) USU employees whose employment is governed by USU policies and procedures, and (ii) supervised by USU.

4. Facilities and Equipment. The County shall provide adequate facilities, including office space, furnishings, and other necessary equipment, for the extension employee(s) and support staff within the County. The County shall provide the following facilities: in the Box Elder County Historic Courthouse located at 1 South Main Street, Room #30 in Brigham City, UT. Any furnishings, equipment, or other property purchased by the County, shall remain as the property of the County. Any equipment or other property purchased by USU, shall remain as the property of USU. By April 1, 2025, each of USU and County agree to provide the other party with a current inventory of its property used in conjunction with Extension Services in the County.

5. Operating Budget. The County shall provide in its annual County budget a TOTAL operating budget of \$219,260 for Extension Services. The financial support shall include, but is not limited to, support staff, telephone service, office equipment, supplies, travel expenses, staff in-service training, facility expenses, etc. The total dollar amount of the operating budget shall not be exceeded by USU without the prior written consent of the County. A summary of the budget items and anticipated expenditures are set forth in Appendix A. The County may subdivide the budgeted items listed in the summary to conform to the County's system of account titles.

6. Extension Services. USU shall provide and administer Extension Services within the County, which are directed at improving the quality of life for people in the County, enhancing economic opportunity within the County, and sustaining the natural resources of the County. Educational activities, field days, local leadership development, training schools, etc., are part of Extension Services and expenses for such are acceptable for reimbursement from the operating budget provided by the County.

7. Coordination. The Extension County Director, with the advice and consent of Extension administrators shall directly coordinate all Extension Services, the operating budget, and the support staff within the County.

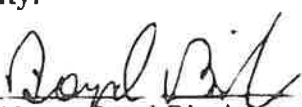
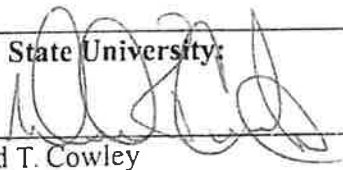


a. Extension Services shall help the residents of the County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Services shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating budget.

b. The Extension County Director shall manage the operating budget in accordance with generally accepted accounting principles. Flexibility between budget categories is allowed and adjustments may be made within budget categories for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to the County in accordance with County procedures. Extension employees shall keep accurate and detailed records of expenses incurred in accordance with County fiscal procedures.

8. No Discrimination. USU and the County shall provide Extension Services to all segments of the County's population without discrimination based on race, color, sex, age, disability, religion, or national origin.

9. Liability. USU and County are governmental entities under the "Utah Governmental Immunity Act." Consistent with the terms of that Act, USU and County agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives or intends to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

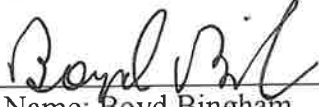

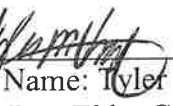
IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

County: By: <u></u> Print Name: Boyd Bingham Title: Box Elder County Commissioner Date: <u>1-22-25</u>	Utah State University: By: <u></u> David T. Cowley Vice President for Finance & Administrative Services Date: <u>1/31/25</u>
By: <u></u> Print Name: Lee Perry Title: Box Elder County Commissioner Date: <u>1-22-25</u>	
By: <u></u> Print Name: Tyler Vincent Title: Box Elder County Commissioner Date: <u>1-22-25</u>	

8. No Discrimination. USU and the County shall provide Extension Services to all segments of the County's population without discrimination based on race, color, sex, age, disability, religion, or national origin.

9. Liability. USU and County are governmental entities under the "Utah Governmental Immunity Act." Consistent with the terms of that Act, USU and County agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives or intends to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

County:	Utah State University:
By: <u></u> Print Name: Boyd Bingham Title: Box Elder County Commissioner Date: <u>1-22-25</u>	By: _____ Kenneth White Senior Vice President for Statewide Enterprises Date: _____
By: <u></u> Print Name: Lee Perry Title: Box Elder County Commissioner Date: <u>1-22-25</u>	
By: <u></u> Print Name: Tyler Vincent Title: Box Elder County Commissioner Date: <u>1-22-25</u>	

**Appendix A
Budget Items and Anticipated Expenditures for Term**

USU Extension Office Budget 2025

Account ID #	Description	Budget
21200	Travel	\$ 500
21201	Travel - Agronomy	\$ 7,000
21202	Travel - FCS	\$ 7,000
21203	Travel - Livestock	\$ 7,000
21204	Travel - 4-H Coordinator	\$ 4,000
21205	Travel - FCS & STEM Coordinator	\$ 2,500
21206	Travel - Interns	\$ 1,200
22000	Office Supplies	\$ 3,200
24000	Supplies and Materials	\$ 1,500
24730	Supplies and Materials - 4-H	\$ 6,500
24731	Supplies and Materials - Ag	\$ 1,000
24733	Supplies and Materials - FCS	\$ 1,000
24734	Supplies and Materials - Livestock	\$ 1,000
24736	EFNEP	\$ 1,500
25000	Contract Labor - USU	\$ 168,400
25731	Professional - Agronomy	\$ 200
25732	Professional - Assistants	\$ 40
25733	Professional - FCS	\$ 200
25734	Professional - Livestock	\$ 200
27000	Telephone/Cell phone	\$ 4,320
28000	Small tools and minor equipment	\$ 1,000
		\$ 219,260

BOX ELDER COUNTY
AGREEMENT FOR SERVICES
PUBLIC DEFENDER
LEGAL ASSISTANT/GRANT MANAGER CONTRACT

THIS AGREEMENT made and entered into this 19th day of January -
202~~4~~⁵, by and between Box Elder County and Miriam Bell, hereinafter referred to as
“Assistant.”

WHEREAS, An Assistant is a professional who supports attorneys by performing a variety of administrative, organizational and legal-related tasks ensuring the legal team operates efficiently and effectively.

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

WHEREAS, The Assistant will provide their services to the Box Elder County Public Defender’s office and to indigent persons within the community.

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

- 1) **Oversight by the Managing Defender:** The Assistant agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:
 - a) To accept the supervision of their tasks and assignments
 - 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 and to identify potential conflicts or complaints that people 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 the Assistant that relate to work performed under this Agreement.
- e) To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements.

2) Compensation and term: The terms of this Agreement shall be from December 31, 2024, through January 1, 2026 (Twenty-Four Months). BOX ELDER County agrees to pay the Assistant a monthly flat fee of **\$3,333.33** (\$40,000.00 per year). Box Elder County shall make monthly payments to the Assistant after an invoice has been submitted by the Assistant and approved by the Managing defender.

3) Payment for Fixed Equipment, Supplies & Operating Expenses: BOX ELDER County agrees to pay a monthly flat fee of \$482.05 (\$5,784.60 per year) to cover fixed expenses of the Assistant in the pursuit of general administrative support.

4) Legislative Allocations: This Agreement is subject to and conditioned upon future legislative allocations of funds by the Box Elder County Council.

5) Services provided: The Assistant shall provide the defenders with general administrative support, which includes the following:

- a) Organizing and maintaining client files in defender data;
- b) Preparing all monthly invoices for defenders.
- c) Managing and updating defender calendars;
- d) Managing the grant application process, including drafting, compiling, and submitting required documentation;
- e) Monitoring grant activities to ensure compliance with all funding requirements and

reporting obligations;

- f) Preparing and submitting progress and final reports as required by grant providers; and
- g) Communicating with grantors, staff, and stakeholders regarding grant-related matters.

6) **Allocation:** This Agreement is subject to and conditioned upon future legislative allocation of funds by the Box Elder County council.

7) **Conflicts of Interest and/or Inability to Investigate:** In the event of a conflict of interest, inability, or other circumstances such that the Assistant is not able to work on a matter, they shall notify the Managing Defender of any potential conflicts.

8) **Payment of Expenses:** In addition to the compensation provided in this contract, the Assistant shall be reimbursed for reasonable expenses related to work performed on indigent defense cases. In addition the Assistant hereby agrees that they will obtain approval for all expenses from the Managing Defender and to use their best efforts to minimize all costs and expenses.

9) **Satisfactory Performance:** The Assistant shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Assistant 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.

10) **Confidentiality:** The Assistant agrees to maintain strict confidentiality regarding all information, findings, reports, and other work products generated during the course of their investigation. Such materials shall not be disclosed to any third party without the prior written consent of the public defender assigned to the case, except as required by law. The Assistant further agrees to use all information obtained during the investigation solely for the purposes outlined in this Agreement and to take all reasonable measures to protect the confidentiality of sensitive information. This

obligation shall survive the termination of this Agreement.

11) 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.

12) Termination: Either party may terminate this agreement with 60 days' written notice without cause. Termination may also occur for cause, including but not limited to misconduct or violation of County policies.

13) Transition upon Non-Renewal of Contract or termination: 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, the Assistant agrees to cooperate with any successor(s). This may include the delivery of all applicable files, information, and material to their successor(s) before the Agreement is terminated.

14) Non- Assignability: This agreement shall not be assigned by the Assistant to any other party without specific written approval by the Managing Defender.

15) Employment Status/Liability: Neither the Assistant nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Assistant 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 Assistant 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 Assistant or their agents, employees, or staff.

16) Amendment: This Agreement may be amended any time by mutual agreement of the

parties, provided that before any amendment is operative or valid, it shall be reduced to writing, and signed by the parties, approved as to form by each party's attorneys, and meet any other applicable requirements of law.

17) Notice: Any notice, demand, or request under this Agreement will be in writing and is sufficient when delivered personally or upon deposit in the U.S. Mail, as certified or first class mail, with postage prepaid. The party providing notice, demand, or request shall deliver or mail the writing to the address for the other party as shown below:

Address of County:

Box Elder County Public Defender's Office

Attention: Mike McGinnis

399 N Main St # _____

Logan, UT 84321

Address for Assistant:

Miriam Bell

2817 W 1700 N

Plain City, UT 84404

Each party may change their address by giving the other party written notice of such change. Notice is considered received upon personal delivery, actual receipt or after (3) days of such notice being deposited with a reputable mail service, postage prepaid certified and properly addressed to the receiving party. In addition, notice may be given by email to either party.

18) Indemnification: The Assistant shall indemnify and hold harmless Box Elder County, its officer, officials, agents, servants and employees, from all claims, actions, lawsuits, judgments, costs of litigation, including reasonable attorney's fees and punitive damages, or liabilities of any kind whatsoever, arising from Assistant's failure to

provide such services as agreed to in this Agreement, and any negligent or wrongful acts. Such acts include, but are not limited to, malpractice of Assistant, its agents, servants or employees in providing services hereunder. To the fullest extent possible under the law, both Assistant and Box Elder County agree to indemnify the other party against claims and costs related thereto (including attorney's fees) resulting from injury of any kind arising out of the negligence, wrongful act, or omission of the party. Box Elder County is a governmental entity and nothing in this Agreement shall be interpreted as waiving any rights of Box Elder County and its employee under the Governmental Immunity Act of Utah, Utah Code 63G, Chapter 7.

19) Severability: Should any provision of this Agreement be found invalid or unenforceable by any court of competent jurisdiction, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or unenforceability shall remain valid and binding and shall be enforceable to the full extent allowed by law.

20) Entire Agreement: This Agreement constitutes the complete and entire agreement between the parties. There are no oral agreements, understandings, promises, or representations between the parties affecting this Agreement. This Agreement may not be modified or altered except by amendment as indicated in this Agreement.

21) Captions and Headings: The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this Agreement.

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

MIRIAM BELL
ASSISTANT

DATE

MICHAEL MCGINNIS
MANAGING DEFENDER

DATE

Royal Bell

1/22/2025

BOX ELDER COUNTY COMMISSION

DATE



Marilyn Young

1/22/2025

MARILYN YOUNG

DATE

BOX ELDER COUNTY CLERK

APPROVED AS TO FORM:

Steve K. Hansen

1/22/2025

BOX ELDER COUNTY ATTORNEY

DATE



STATE OF UTAH CONTRACT

The Governor's Office of Economic Opportunity Rural Communities Opportunity Grant Contract

1. **CONTRACTING PARTIES:** This Rural Communities Opportunity Grant contract (this "Contract") is between the State of Utah, Governor's Office of Economic Opportunity, Center for Rural Development, referred to as the State or "GOEO", and the following Grantee:

Box Elder County Government
1 South Main Street
Brigham City, Utah 84302

Contact Person: Chrisee Bennet
Contact Phone: (435) 734-3347
Contact Email: cbennett@boxeldercountyut.gov

Legal Status of Grantee: Governmental Agency
Vendor #: VC0000128922

- 2. **THE GENERAL PURPOSE OF THIS CONTRACT:** The purpose of this contract is to provide a conditional grant on a reimbursement basis to Grantee under the Rural Communities Opportunity Grant ("RCOG") program.
- 3. **AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-4-8 et seq.
- 4. **CONTRACT PERIOD:** This Contract shall remain in effect until all obligations of this Contract have been performed by Grantee not to exceed twenty-four (24) months from the effective date shown below.

Effective date: December 12, 2024.
Termination date: December 14, 2026.

5. **CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award of up to \$75,750.00, which represents the maximum amount that will be awarded under this Contract.

Commodity Code: 99999

- 6. **BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:**
 - a) Grantee agrees to abide by the terms and conditions outlined in Attachment B: Rural Communities Opportunity Grant Terms and Conditions, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
 - b) Grantee shall use the grant funds solely for the purposes outlined in Attachment B: Rural Communities Opportunity Grant Terms and Conditions and Attachment C: Project Plan, which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in and costs allowable under this Contract, program policies and procedures.
 - c) Grant Disbursement Period: Subject to the terms and conditions provided herein, Grant funds shall be disbursed during the period shown below, unless extended in writing by the State.

Beginning date: December 12, 2024
Ending date: December 14, 2026

- d) Grantee agrees to demonstrate a funding match which may be provided by any combination of a:
- 1) community reinvestment agency,
 - 2) redevelopment agency,
 - 3) community development and renewal agency,
 - 4) private sector entity,
 - 5) nonprofit entity,
 - 6) federal matching grant, or
 - 7) county or municipality general fund match,

and that total a:

- 1) 10% match for a county of the sixth class,
- 2) 20% match for a county of the fifth class,
- 3) 30% match for a county of the fourth class,
- 4) 40% match for a county of the third class.

Or, for a municipality in any rural county classification, including within the second class, that total a:

- 1) 10% match for a town,
- 2) 20% match for a municipality of the fifth class,
- 3) 30% match for a municipality of the fourth class,
- 4) 40% match for a municipality of the third class.

- e) Grantee is a qualified Rural Community as described in Attachment D: Qualified Rural Counties and Communities incorporated herein.
- f) A County must have a functioning County Economic Opportunity Advisory Board (“CEO Board”) as defined in Utah Code section 63N-4-803 and as further described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the county in which the Grantee is domiciled.
- g) A Rural Community must have a functioning planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission that will act under the same advisory requirements as a CEO Board, as described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the municipality in which the Grantee is domiciled.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants Between Government Entities
Attachment B: Rural Communities Opportunity Grant Terms and Conditions
Attachment C: Project Plan
Attachment D: Qualified Rural Counties and Communities
Attachment E: County Economic Opportunity Advisory Board

Any conflict between Attachment A and other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:


Grantee’s Application and all governmental laws, regulations, or actions applicable to the grant authorized by

this contract, including but not limited to, Title 63N, Chapter 4, Rural Development Act and Utah Administrative Rule R357-29.


BY SIGNING THIS CONTRACT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS CONTRACT.


STATE OF UTAH

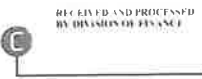
BOX ELDER COUNTY GOVERNMENT

By: 
Name: Jim Grover
Title: Managing Director of Economic Growth
Date: 2/4/2025
Governor's Office of Economic Opportunity

By: 
Name: Boyd Bingham
Title: Box Elder County Commission Chair
Date: 1/31/2025

By: 
Name: Jason Marden
Title: Director of Finance
Date: 2/4/2025
Governor's Office of Economic Opportunity

By: 
Name: Kamron Dalton
Title: Managing Director of Operations
Date: 2/5/2025
Governor's Office of Economic Opportunity

By: 
Name: Utah Division of Finance
Date: 2/5/2025
Utah Division of Finance

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR SERVICES
BETWEEN GOVERNMENT ENTITIES**

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED

6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED

7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses

provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE: INTENTIONALLY DELETED**
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED**
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related



sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.
- If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.



32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)



ATTACHMENT B: RURAL COMMUNITIES OPPORTUNITY GRANT TERMS AND CONDITIONS

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C: Project Plan. Grant funds awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** For the purposes of this grant, a "Rural Community" means a rural county, or a rural municipality as defined in Utah Code Section 63-4-801. Rural communities eligible for the RCOG include counties of the third, fourth, fifth, and sixth class; cities, towns, and metro townships located in counties of the third, fourth, fifth, and sixth class; and municipalities with a population of 10,000 or less in counties of the second class.
3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
 - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
 - b) Grantee shall submit an invoice for 90% of the Contract Amount to be disbursed prior to full completion of the Grantee's project.
 - c) Grantee shall submit an invoice for 10% of the Contract Amount to be reimbursed contingent upon completion of the Grantee's project and submission of the Final Report.
 - d) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
 - e) The final delivery of the Contract Amount shall be distributed as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
4. **REQUIREMENTS FOR REIMBURSEMENT OF GRANT FUNDS:** The State shall make available to Grantee an online portal allowing Grantee to make requests for final reimbursement of the outstanding 10% of grant funds. The Compliance Department of the Governor's Office of Economic Opportunity will examine the key elements in Attachment C: Project Plan, including Project Proposal, Scope of Work, Deliverables and Outcomes, Timeline and Budget to determine reimbursement qualification. In addition to documentation relating to the key elements as stated above, Grantee will submit the following documentation upon final reimbursement request:
 - a) A Letter of Request on entity letterhead specifying the amount requested and certifying that the project is fully completed and all project invoices to Grantee have been paid by Grantee. The Letter of Request shall be signed, and the accuracy of the information verified by a company officer.
 - b) Copies of all invoices and evidence of payment (i.e. checks, bank statements, loan agreements) for work on the project.
 - c) Documentation of Grantee's contribution to the Project Plan equal to or greater than the matching amount as specified in section 6(d) of the contract.
 - d) A Final Report as described herein.
5. **REIMBURSEMENT REQUESTS:** Requests shall be submitted to the State electronically, to the Program Director in the Center for Rural Development and/or the Compliance Department at GOEO. A link to the online portal will be sent to Grantee upon the completion of the processing of this Contract. Grantee shall document that all of the Contract Amount received by the Grantee for this project was spent on efforts towards the project.
6. **SCHEDULE OF PAYMENT:** All reimbursements are subject to performance review of goals and benchmarks established by the Grantee's Project Plan. Grant funds shall be disbursed as follows:
 - a) Reimbursement requests received by GOEO after six (6) months after the Contract End date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
 - b) Contract Amount is payable within sixty (60) days of a complete request, and only after approval of the completion of the project.
 - c) Successful completion will be determined by the State, based on documentation of completion of goals and benchmarks as outlined in Attachment C, and as defined above.
 - d) In no event shall payments exceed the total Contract Amount provided for in this Contract. Funds shall

be disbursed within sixty (60) days of receipt of a complete request from Grantee and approved by the Compliance Department of GOEO, in cooperation with the Program Director.

7. **REPORTING REQUIREMENTS:** On or before September 1 of each year, Grantee shall provide a written report to the State that describes the following information:
- a) The amount of Grant Money the Grantee has received.
 - b) How the Grant Money has been distributed by the Grantee, including:
 - i. What companies or entities have utilized Grant Money,
 - ii. How much Grant Money each company or entity has received, and
 - iii. How each company or entity has used the Grant Money.
 - c) An evaluation of the effectiveness of awarded grants in improving economic development in the county, including:
 - i. the number of jobs created,
 - ii. the infrastructure that has been created, and
 - iii. the capital improvements in the county.
 - d) How much matching money has been utilized by the Grantee and what entities have provided the matching money, and
 - e) Any other reporting, auditing, or post-performance requirements established by the State.

With request for final payment, Grantee shall submit a Final Report to the State. The Final Report shall address the following:

- a) Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Project Plan.
 - b) A description and itemized report detailing how key activities and commitments were accomplished and identifying the deliverables with performance measures as outlined in Attachment C: Project Plan.
8. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
9. **ACCESS TO DATA:** At State's request Grantee shall allow State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
10. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
11. **STATE CONTACT PERSON:** The State designates the current Associate Director of the Center for Rural Development at GOEO or their successor and the Department Program Coordinator, as the contact persons at the Utah Governor's Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
12. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
13. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a



portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract. Grantee agrees to pay any associated collection fees, court, attorney's fees and costs, incurred by the State in collection efforts or caused by the Grantee's breach of this Contract.

14. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

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ATTACHMENT C: PROJECT PLAN

PROJECT PROPOSAL:

Box Elder County, in partnership with the Box Elder Chamber of Commerce, plans to create an interactive visitor's center in Brigham City's Historic Main Street to promote tourism, provide information on attractions, and support economic growth through enhanced visitor engagement.

SCOPE OF WORK:

Box Elder County does not have an official visitor's center in the county to promote our visitor economy and be the welcoming party for economic development inquiries. The county has a prime opportunity to partner with the Box Elder Chamber of Commerce to create an interactive visitor's center. This one-time funding request will facilitate the visitor center design and built out. The county will have the ability to use transient room tax/restaurant tax (TRCC) for operations expenses and to make updates and improvements as needed. This partnership opportunity is unique since the Box Elder Chamber will fund the staff to run the center and will cover overhead costs for the space in their newly acquired building.

This visitor's center is in the heart of Brigham City's Historic Main Street with a great frontage space and a blank canvas for what the visible space can become. The visitor's center will house information on the many tourist attractions and small businesses that cater to visitors in Box Elder County. It will also be the hub for one of the county's largest tourist events, Brigham City's Peach Days festival that triples the Brigham City population for one weekend every September. With the Bear River Migratory Bird Refuge, the Golden Spike National Historic Park, Crystal Hot Springs, Willard Bay State Park, and community events, Box Elder County has over 1 million visitors each year that bolster the local economy. Currently Box Elder County receives approximately \$535,000 in Transient Room Tax (TRT) and \$775,000 in TRCC Tax (Tourism, Recreation, Cultural and Convention). These amounts continue to grow year over year, but the county feels that an investment into a visitor's center will continue to help these numbers to grow faster and more significantly. Box Elder County's Tourism Office in partnership with the Chamber of Commerce through their marketing, events and place making aim to encourage longer stays which result in more money spent with local businesses and taxes collected. Tourism is a huge economic driver for Utah and Box Elder County is seeking to expand their tourism footprint within the state. Currently Box Elder County only shares 1.6% of the statewide visitor spend so there is definitely room for a lot of growth in this industry for the county. As growth occurs, we will see additional revenue as new restaurants, hotels, tour operators, and niche businesses that cater to the visitor economy are added in Box Elder County.

The visitor's center will not only provide information and suggested activities, but they will also be able to sell Box Elder County branded merchandise, and showcase locally produced food products and gifts/souvenirs from businesses in the county. The space will provide an atmosphere for the visitor to relax and learn more about the wonderful attractions in Box Elder County. Clean restrooms and Free WIFI will be a major asset to the downtown corridor. The \$75,750.00 requested through the GOEO Rural Communities Opportunity Grant will be used for one time renovation and equipment purchases. Renovations will start December 2024 and will be completed no later than August 2025. This grant will ensure positive visitor experiences for years into the future and positive expansion in the visitor economy.

DELIVERABLES AND OUTCOME:

The visitor's space within the Chamber of Commerce building will spotlight all things Box Elder County from the historic sites, fun activities, and amazing products and businesses. This will positively impact not only the historic sites and tourism attractions but the tourism related business community. The opportunity for our diverse businesses to increase their revenue is great. Downtown expert Roger Brooks stated "The top activity of visitors, in the world, is shopping, dining, and entertainment in a pedestrian-

friendly setting. It's typically not the primary reason people visit, but once they arrive, it's the number one activity. And this is where 80% of non-lodging visitor spending takes place." By the visitor's center being in the walkable downtown corridor and in the heart of the retail and dining opportunities the county knows that there will be increased economic activity in the downtown with this much needed addition.

The Chamber will keep track of the number of visitors that come to the center and will gather data on where they are from by self reporting. These numbers will be key in guiding future Tourism Office targeted marketing efforts and business recruitment and expansion planning.

The project will begin with construction in January/February 2025 and will be open August 2025.

BUDGET:

The total project cost for the Box Elder County Visitor Center will be \$151,500. The requested grant funding of \$75,750 will be used for 50% of the architect fee, visitor center construction, reception area construction, public restroom construction, displays, furniture, and fixtures.

The Box Elder Chamber of Commerce will be providing a generous 50% match for this project and ongoing overhead and operations funding.

Description	Cost	
Architect Fee	\$25,000	
Visitor Space Construction	\$50,000	
Reception Areas Construction	\$31,000	
Public Restrooms	\$35,500	
Displays, Furniture, and Fixtures	\$10,000	
Total Cost	\$151,500	
Matching	\$75,750	50% matching
Grant Request	\$75,750	50% RCOG

ATTACHMENT D: QUALIFIED RURAL COUNTIES AND COMMUNITIES

Rural counties in the State of Utah of the third, fourth, fifth, or sixth class that have created and have an active CEO Board; or, a city, town, or metro township located within the boundaries of a rural county; or, a municipality with a population of 10,000 or less in a county of the second class with an active planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission are eligible to apply for the RCOG. Rural counties, by classification (State Code 17-50-501), are:

Counties of the Third Class (Population of 40,000 or more, but less than 175,000)

- Cache County
- Tooele County
- Box Elder County
- Iron County
- Summit County

Counties of the Fourth Class (Population of 11,000 or more, but less than 40,000)

- Uintah County
- Wasatch County
- Sanpete County
- Sevier County
- Carbon County
- Duchesne County
- San Juan County
- Millard County
- Morgan County
- Juab County

Counties of the Fifth Class (Population of 4,000 or more, but less than 11,000)

- Emery County
- Grand County
- Kane County
- Beaver County
- Garfield County

Counties of the Sixth Class (Population less than 4,000)

- Wayne County
- Rich County
- Piute County
- Daggett County

Qualified rural municipalities (incorporated municipalities within a county of the third, fourth, fifth, or sixth class) by classification (State code 10-2-301), are:

- A municipality with a population of 30,000 or more but less than 65,000 is a city of the third class
- A municipality with a population of 10,000 or more but less than 30,000 is a city of the fourth class
- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class
- A municipality with a population under 1,000 is a town



Qualified incorporated municipalities in a county of the second class with populations of less than 10,000 are:

- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class
- A municipality with a population under 1,000 is a town

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ATTACHMENT E: COUNTY ECONOMIC OPPORTUNITY ADVISORY BOARD

"CEO Board" means a County Economic Opportunity Advisory Board as described in Utah Code Section 63N-4-803.

**Note: For a municipality to qualify for a RCOG it must have a functioning planning and zoning commission, or a duly organized municipal economic opportunity advisory board or commission, that will act under the same advisory requirements as a CEO Board.*

Each rural county that seeks to obtain a RCOG shall create a CEO Board composed of at least the following members appointed by the county legislative body:

- a county representative,
- a representative of a municipality in the county,
- a workforce development representative,
- a private-sector representative, and
- a member of the public who lives in the county

The county legislative body may also appoint additional members with experience or expertise in economic development matters. In appointing members of the CEO Board, the county legislative body may consider gender and socioeconomic diversity.

Each CEO Board shall assist and advise the county legislative body on:

1. applying for a RCOG,
2. what projects should be funded by grant money provided to a rural county under the program, and
3. preparing reporting requirements for grant money received by a rural county under the program.

CEO Boards are subject to Utah Code § 52-4-101 through 52-4-305, and are expected to abide by ethics in governance, and conflict of interest practices.

Appointment and Terms of CEO Board Members

1. Appointment and Terms:
 - a. The county legislative body shall appoint each new member or reappointed member to a four-year term. It is encouraged that an appointed member of the CEO Board be limited to serving two (2) consecutive terms.
 - b. The county legislative body shall, at the time of appointment or reappointment, adjust the length of terms to ensure that the terms of advisory committee members appointed by the county legislative body are staggered so that approximately half of the appointed advisory committee members are appointed every two years.
2. The CEO Board shall elect a chair of the advisory board. It is encouraged that a CEO Board Chair serves for no more than two (2) consecutive years.
3. The CEO Board shall elect annually a vice chair from the advisory board's members.
4. When a vacancy occurs in the membership for any reason, the county legislative body shall appoint the replacement for the unexpired term.



5. A majority of the CEO Board constitutes a quorum for the purpose of conducting advisory board business and the action of a majority of a quorum constitutes the action of the advisory committee.

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ORDINANCE NO. 612

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING APPROXIMATELY 95 ACRES LOCATED IN THE PROMONTORY POINT AREA FROM UNZONED TO MG-EX (MINING, QUARRY, SAND, AND EXCAVATION) ZONE.

WHEREAS, the applicant is requesting that the property described herein be zoned from Unzoned to MG-EX (Mining, Quarry, Sand, and Excavation) zone; 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 a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on December 19, 2024, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed rezone and amendment to the zoning map 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 the property to be rezoned 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 zoning map as has been requested; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on January 22, 2025 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 zoning map as set forth below 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 the property to be rezoned 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: Zoning Map Amendment. The Zoning Map of Unincorporated Box Elder County is hereby amended by classifying the following described parcels in unincorporated Box Elder County from Unzoned to MG-EX (Mining, Quarry, Sand, and Excavation) zone:

AGRICULTURAL LEASE

#25-01

This AGRICULTURE LEASE made in the State of Utah as of the 8th day of January 2025, by and between BOX ELDER COUNTY, as Lessor, and Nick Hawkes as Lessee.

RECITALS

WHEREAS, Lessor is the current owner of that certain real property identified as tax parcel number 07-094-0008 located at 19800 N 6000 W in Box Elder County and more specifically described and identified in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Lessor is desirous of leasing the Property; and

WHEREAS, Lessee is desirous of leasing the Property from the Lessor for the purpose of the grazing of livestock and/or agricultural farming operations; and

WHEREAS, Lessee has previously submitted to Lessor a bid for the lease of the property, which bid was accepted and approved by Lessor; and

WHEREAS, Lessor has held a public hearing concerning Lessee's proposed lease of the Property and after allowing for public input concerning the proposed lease, Lessor has determined that the Property should be leased to Lessee; and

WHEREAS, Lessor and Lessee are desirous of entering into the Farm Lease agreement;

NOW THEREFORE, based upon these recitals and the consideration set forth herein, Lessor does hereby lease the Property to Lessee upon the following terms and conditions:

1. Lease Payments. The Lessee shall pay Lessor the sum of \$500.00 per year as rent for the Property during the lease term, said rental to be payable no later than January 31, 2025 for the first year and January 1 each year thereafter.
2. Lease Term. The term of this lease shall be from 1 January 2025 through and including 31 December 2029.
3. Lessee to Farm in Good and Husbandlike Manner. The lessee shall, during the term of this lease, operate and maintain the Property in a good and husbandlike manner, according to the most approved course and practice of husbandry, and shall not plow up any land now in meadow or pasture without the written consent of the Lessor first had and obtained in writing.
4. No Waste. The Lessee shall not commit and shall not allow or suffer any waste to be committed or to occur on the Property.
5. No Assignment of Subletting. The Lessee shall not assign nor sublet or attempt to assign or sublet the Property or any part thereof without the written approval of the Lessor, first had and obtained in writing, and any attempt so to assign said lease or sublet the Property or any part thereof shall be absolutely void and of no effect whatsoever.

PARCEL 01-122-0008

LAKEVIEW CARBONATE #8 SEC 12 T6N R6W SLM UNORGANIZED MINING DISTRICT ST ASSESSED #M19235 ST DISTRICT CODE #02-0810-0010 SURVEY #6369 AKA 09-001-0127

PARCEL 01-122-0009

LAKEVIEW CARBONATE #9 SEC 12 T6N R6W SLM UNORGANIZED MINING DISTRICT ST ASSESSED #M19235 ST DISTRICT CODE #02-0810-0010 SURVEY #6369 AKA 09-001-0127

PARCEL 01-122-0010

LAKEVIEW CARBONATE #10 SEC 1 & 12 T6N R6W SLM UNORGANIZED MINING DISTRICT ST ASSESSED #M19235 ST DISTRICT CODE #02-0810-0010 SURVEY #6369 AKA 09-001-0127

PARCEL 01-122-0011

LAKEVIEW CARBONATE #11 SEC 1 & 12 T6N R6W SLM UNORGANIZED MINING DISTRICT ST ASSESSED #M19235 ST DISTRICT CODE #02-0810-0010 SURVEY #6369 AKA 09-001-0127

PARCEL 01-122-0012

SANDWITCH SEC 12 T6N R6W SLM UNORGANIZED MINING DISTRICT ST ASSESSED #M19235 ST DISTRICT CODE #02-0810-0010 SURVEY #6369 AKA 09-001-0127

PARCEL 01-122-0013

SANDWITCH #1 SEC 12 T6N R6W SLM UNORGANIZED MINING DISTRICT ST ASSESSED #M19235 ST DISTRICT CODE #02-0810-0010 SURVEY #6369 AKA 09-001-0127

PARCEL 01-122-0036

7/53 INT IN LAKEVIEW CARBONATE #16 SEC 12 T6N R6W SLM UNORGANIZED MINING DISTRICT ST ASSESSED #M03020 ST DISTRICT CODE #02-0810-0010 SURVEY #6384 AKA 09-001-0113

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

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 22nd day of January, 2025, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Summers
Commissioner Bingham
Commissioner Perry

Voting Aye
Voting Aye
Voting Aye

Boyd B. B.
Box Elder County Commission - Chair

Attest:

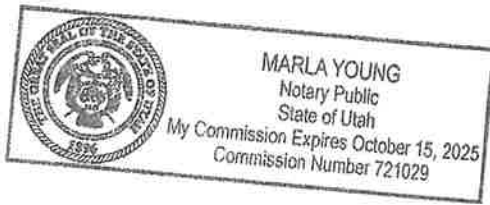
Marla Young
Marla Young
Box Elder County Clerk



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

On this 22nd day of January, 2025, personally appeared before me, the undersigned notary public, Boyd Bingham, 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 **Commissioner 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




Notary Public

6. Maintenance of Improvements. The Lessee shall, at its own expense, keep all of the farm buildings, fences and all other farm improvements now on the Property or hereafter placed thereon in as good repair as the same now are or may at any time be placed by either Lessor or Lessee, as often as the same shall require any maintenance and/or repair, damage by superior force, inevitable accident or fire from any other cause than the carelessness on the Lessee or persons of his family or in his employ excepted.
7. Control of Noxious Weeds. The Lessees shall keep all of the Property, including, but not limited to the fields, pastures, meadows, ditch banks and fence rows, and all roadsides adjoining the Property, free and clear of noxious weeds and brush and prevent the same from maturing, all in accordance with the best standards of husbandry, and shall promptly comply with any and all lawful orders issued with respect to the control and elimination of said noxious weeds from the Property and adjacent roadways issued by any public authority having jurisdiction to issue the same with respect to the Property.
8. No Unlawful Purpose. The Lessee shall not use or occupy the Property or any part thereof for any unlawful purpose and shall not commit any nuisance thereon or permit any nuisance to exist thereon.
9. Delivery and Surrender of the Property. The Lessee shall surrender and deliver up the Property at the end of the term or any other time when the Lessor under the terms hereof shall be entitled to resume possession thereof, in as good order and condition as the same now are, or may be put by the Lessor, reasonable use and ordinary wear and tear thereof and damage by fire resulting from any other cause than the carelessness of the Lessee or persons of his family or in his employ, or damage resulting from any other unavoidable casualty, excepted. Any improvements on the Property, including fencing, shall remain upon the Property and become the property of Lessor upon the termination of this Lease.
10. Default. In the event the Lessee shall default in the payment of any installment or rent herein provided to be paid when the same becomes due or shall fail promptly and strictly to keep and perform any one or more of the other covenants and agreements of this lease by him to be kept and performed at the time when the same should be kept and performed (and time is of the essence hereof) and shall fail to remedy any such default within ten days after notice of said default shall have been mailed by Lessor to him by United States Certified Mail, directed to him at the address hereinbefore specified, it shall be lawful for the Lessor, its successors or assigns to reenter the Property and the same to have again, repossess and enjoy, as in their first and former estate, WITHOUT PREJUDICE, HOWEVER, to the right of the Lessor to recover from the said Lessee all rent due on said lease and any and all damages suffered by the Lessor, or any of them from any such breach of covenant or agreement by the Lessee, his executors and administrators, and the Lessor may relet the Property for the remainder of the term for the highest rent obtainable, and may recover any deficiency from the Lessee, his executors and administrators. It is specifically understood, covenanted and agreed, that the remedies in this paragraph or in any other provision of this lease provided for the relief and benefit of the Lessor, are cumulative and shall not be exclusive, and that the Lessor, in addition thereto, may further have and resort to any and all other remedies available at law or in equity for the enforcement of the terms, conditions, covenants, and agreements hereof and any and rights arising from the breach of any thereof.

11. Quiet and Peaceful Enjoyment of the Property. The Lessor, for its successors and assigns, covenant and agree with the Lessee, his executors' and administrators, that the said Lessee, paying the rents, and observing, performing and keeping the covenants and agreements herein provided on his part to be kept, performed and observed, shall lawfully, peacefully and quietly hold, occupy and enjoy the Property during the term of this lease, without any let, hindrance, ejection or molestations by the said Lessor, its successors or any person or person lawfully claiming under them.
12. Attorney's Fees and Costs. In the event either party shall breach any covenant or agreement herein contained or any term or condition hereof and the other party shall retain any attorney to assist in enforcing any or all of the same, or any right or remedy arising from any such breach or failure of performance, whether by legal action or otherwise, the defaulting party shall, in either or any of said cases pay all of the costs and expenses incident to the enforcement of any such right or remedy, including a reasonable attorney's fee.
13. Lessor's Right to Market the Property. It is understood and agreed that Lessor may have a need to market the Property on short notice, and therefore it is agreed that Lessor has the right to terminate this lease on thirty days notice to Lessee at any time, for any reason. Upon such a termination occurring, Lessees shall be refunded any portion of rent paid for periods of the lease term during which the Lessee is not able to remain in possession of the Property.
14. Indemnification and Hold Harmless. Lessee hereby agree to indemnify and hold harmless the Lessor from any and all claims, lawsuit, damages, or liability arising from or connected with the Lessee's activities upon or use of the Property. Furthermore, Lessee will be responsible to Lessor for any damage to the property arising from or connected with Lessee's use of the Property.
15. Termination by Either Party. This agreement may be terminated upon 60 days prior written notice without cause or penalty, by either party. Lessor to reimburse Lessee for any amount not used.

IN WITNESS WHEREOF the parties have hereunto subscribed their names as of the day and year first above written.

LESSOR



 Boyd Elder County

ATTEST:



 County Clerk



LESSEE

Nick Hawkes
18089 N 5200 W P.O. Box 82
Garland, UT 84312 Riverside, UT 84334
435-279-6582

STATE OF UTAH)

:ss.

COUNTY OF BOX ELDER)

This instrument was acknowledged before me this 8th day of January 2025, by _____,

NOTARY SIGNATURE AND SEAL

Exhibit A
07-094-0008

LEGAL DESCRIPTION: BEG AT A PT 33 FT E OF NW COR OF SW/4 OF
NW/4 OF SEC 14 T13N R3W SLM E 1287 FT, S 1353.8 FT, W 1287 FT, N
1353.8 FT TO BEG. CONT 40 AC.

AGRICULTURAL LEASE

#25-02

This AGRICULTURE LEASE made in the State of Utah as of the 8th day of January 2025, by and between BOX ELDER COUNTY, as Lessor, and Luke Andersen as Lessee.

RECITALS

WHEREAS, Lessor is the current owner of that certain real property identified as tax parcel number 04-068-0016 located at 4300 N 4800 W in Box Elder County and more specifically described and identified in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Lessor is desirous of leasing the Property; and

WHEREAS, Lessee is desirous of leasing the Property from the Lessor for the purpose of the grazing of livestock and/or agricultural farming operations; and

WHEREAS, Lessee has previously submitted to Lessor a bid for the lease of the property, which bid was accepted and approved by Lessor; and

WHEREAS, Lessor has held a public hearing concerning Lessee's proposed lease of the Property and after allowing for public input concerning the proposed lease, Lessor has determined that the Property should be leased to Lessee; and

WHEREAS, Lessor and Lessee are desirous of entering into the Farm Lease agreement;

NOW THEREFORE, based upon these recitals and the consideration set forth herein, Lessor does hereby lease the Property to Lessee upon the following terms and conditions:


1. Lease Payments. The Lessee shall pay Lessor the sum of \$1500.00 per year as rent for the Property during the lease term, said rental to be payable no later than January 31, 2025 for the first year and January 1 each year thereafter.
2. Lease Term. The term of this lease shall be from 1 January 2025 through and including 31 December 2029.
3. Lessee to Farm in Good and Husbandlike Manner. The lessee shall, during the term of this lease, operate and maintain the Property in a good and husbandlike manner, according to the most approved course and practice of husbandry, and shall not plow up any land now in meadow or pasture without the written consent of the Lessor first had and obtained in writing.
4. No Waste. The Lessee shall not commit and shall not allow or suffer any waste to be committed or to occur on the Property.
5. No Assignment of Subletting. The Lessee shall not assign nor sublet or attempt to assign or sublet the Property or any part thereof without the written approval of the Lessor, first had and obtained in writing, and any attempt so to assign said lease or sublet the Property or any part thereof shall be absolutely void and of no effect whatsoever.

6. Maintenance of Improvements. The Lessee shall, at its own expense, keep all of the farm buildings, fences and all other farm improvements now on the Property or hereafter placed thereon in as good repair as the same now are or may at any time be placed by either Lessor or Lessee, as often as the same shall require any maintenance and/or repair, damage by superior force, inevitable accident or fire from any other cause than the carelessness on the Lessee or persons of his family or in his employ excepted.
7. Control of Noxious Weeds. The Lessees shall keep all of the Property, including, but not limited to the fields, pastures, meadows, ditch banks and fence rows, and all roadsides adjoining the Property, free and clear of noxious weeds and brush and prevent the same from maturing, all in accordance with the best standards of husbandry, and shall promptly comply with any and all lawful orders issued with respect to the control and elimination of said noxious weeds from the Property and adjacent roadways issued by any public authority having jurisdiction to issue the same with respect to the Property.
8. No Unlawful Purpose. The Lessee shall not use or occupy the Property or any part thereof for any unlawful purpose and shall not commit any nuisance thereon or permit any nuisance to exist thereon.
9. Delivery and Surrender of the Property. The Lessee shall surrender and deliver up the Property at the end of the term or any other time when the Lessor under the terms hereof shall be entitled to resume possession thereof, in as good order and condition as the same now are, or may be put by the Lessor, reasonable use and ordinary wear and tear thereof and damage by fire resulting from any other cause than the carelessness of the Lessee or persons of his family or in his employ, or damage resulting from any other unavoidable casualty, excepted. Any improvements on the Property, including fencing, shall remain upon the Property and become the property of Lessor upon the termination of this Lease.
10. Default. In the event the Lessee shall default in the payment of any installment or rent herein provided to be paid when the same becomes due or shall fail promptly and strictly to keep and perform any one or more of the other covenants and agreements of this lease by him to be kept and performed at the time when the same should be kept and performed (and time is of the essence hereof) and shall fail to remedy any such default within ten days after notice of said default shall have been mailed by Lessor to him by United States Certified Mail, directed to him at the address hereinbefore specified, it shall be lawful for the Lessor, its successors or assigns to reenter the Property and the same to have again, repossess and enjoy, as in their first and former estate, WITHOUT PREJUDICE, HOWEVER, to the right of the Lessor to recover from the said Lessee all rent due on said lease and any and all damages suffered by the Lessor, or any of them from any such breach of covenant or agreement by the Lessor, its successors, or assigns, and the Lessor may relet the Property for the remainder of the term for the highest rent obtainable, and may recover any deficiency from the Lessee, his executors and administrators. It is specifically understood, covenanted and agreed, that the remedies in this paragraph or in any other provision of this lease provided for the relief and benefit of the Lessor, are cumulative and shall not be exclusive, and that the Lessor, in addition thereto, may further have and resort to any and all other remedies available at law or in equity for the enforcement of the terms, conditions, covenants, and agreements hereof and any and rights arising from the breach of any thereof.

11. Quiet and Peaceful Enjoyment of the Property. The Lessor, for its successors and assigns, covenant and agree with the Lessee, his executors' and administrators, that the said Lessee, paying the rents, and observing, performing and keeping the covenants and agreements herein provided on his part to be kept, performed and observed, shall lawfully, peacefully and quietly hold, occupy and enjoy the Property during the term of this lease, without any let, hindrance, ejection or molestations by the said Lessor, its successors or any person or person lawfully claiming under them.
12. Attorney's Fees and Costs. In the event either party shall breach any covenant or agreement herein contained or any term or condition hereof and the other party shall retain any attorney to assist in enforcing any or all of the same, or any right or remedy arising from any such breach or failure of performance, whether by legal action or otherwise, the defaulting party shall, in either or any of said cases pay all of the costs and expenses incident to the enforcement of any such right or remedy, including a reasonable attorney's fee.
13. Lessor's Right to Market the Property. It is understood and agreed that Lessor may have a need to market the Property on short notice, and therefore it is agreed that Lessor has the right to terminate this lease on thirty days notice to Lessee at any time, for any reason. Upon such a termination occurring, Lessees shall be refunded any portion of rent paid for periods of the lease term during which the Lessee is not able to remain in possession of the Property.
14. Indemnification and Hold Harmless. Lessee hereby agree to indemnify and hold harmless the Lessor from any and all claims, lawsuit, damages, or liability arising from or connected with the Lessee's activities upon or use of the Property. Furthermore, Lessee will be responsible to Lessor for any damage to the property arising from or connected with Lessee's use of the Property.
15. Termination by Either Party. This agreement may be terminated upon 60 days prior written notice without cause or penalty, by either party. Lessor to reimburse Lessee for any amount not used.

IN WITNESS WHEREOF the parties have hereunto subscribed their names as of the day and year first above written.

LESSOR



Boyd Elder County

ATTEST:



Deputy County Clerk



LESSEE

Luke Andersen

Luke Andersen
4490 W 6100 N
Box 38
Bear River City, UT 84301
435-730-4853

STATE OF UTAH)

:ss.

COUNTY OF BOX ELDER)

This instrument was acknowledged before me this 8th day of January 2025, by Luke Andersen

Tammy Gibson
NOTARY SIGNATURE AND SEAL

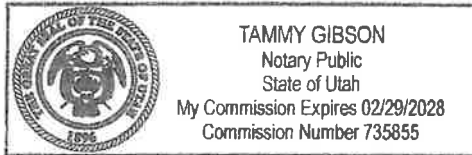


Exhibit A
04-068-0016

LEGAL DESCRIPTION: BEG AT SE COR OF NE/4 OF SEC 24, TWP10N, R3W, SLM S 89*42'20W 2595.0 FT TO E LINE OF HWY 84, N ALG SD LINE 654.2 FT, N 89*41'20E 2280 FT TO BANK OF MALAD RIVER, TH FOLLOWING BANK OF RIVER SELY TO A PT 210 FT N OF POB. S 210 FT TO POB CONTG 39.0 ACRES.

ORDINANCE NO. 613

AN ORDINANCE OF BOX ELDER COUNTY AMENDING TEXT IN SECTION 5-1-360, ANNEXATION POLICY, OF THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.

WHEREAS, a proposal has been made to amend text in Section 5-1-360, Annexation Policy, 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 a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code ; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on December 19, 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 January 22, 2025, 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. The text amendment to Section 5-1-360, Annexation Policy, 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 22nd day of January, 2025, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Bingham
Commissioner Vincent
Commissioner Perry

Voting aye
Voting aye
Voting aye

Boyd Bingham
Box Elder County Commission Chair

Attest:

Marla Young
Marla Young
Box Elder County Clerk

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

On this 22nd day of January, 2025, personally appeared before me, the undersigned notary public, Boyd Bingham, 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

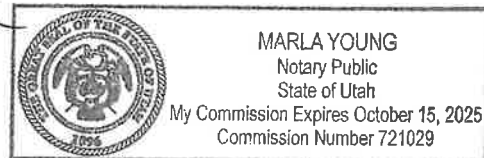


EXHIBIT A

5-1-360. Annexation Policy. (Ordinance 573)

A. Requirements.

1. The Box Elder County Commission, Planning Commission, or Community Development Office shall not take action on any proposed Land Use Application or Zoning Map Amendment within unincorporated Box Elder County (except building permits that are not using municipal utilities) if the Land Use Application or Zoning Map Amendment is:
 - a. Located within ½ mile of a municipality's largest (by area) incorporated boundary, or
 - b. If a development, improvement, or building lot will be using two or more utilities provided by a municipality.
2. If the proposed Land Use Application or Zoning Map Amendment meets any of the above criteria, the applicant shall petition the applicable municipality for annexation of the property associated with the Land Use Application or Zoning Map Amendment pursuant to the requirements set forth in Title 10, Chapter 2 of the Utah State Code as currently existing or subsequently modified. If the municipality(ies) rejects the petition for annexation, the applicant shall provide signed documentation to the Community Development office from the municipality(ies) showing the municipality's rejection of an annexation petition. After such documentation is received, the Land Use Application or Zoning Map Amendment may move forward.
3. If a municipality accepts the petition for annexation, and it is an island annexation, the county and annexing municipality must agree to the annexation. This agreement shall come in the form of both entities approving the annexation. The annexation proposal must be presented to the County Commission through the County Community Development Department with input from affected county departments and stakeholders.
4. If the County Commission does not agree to the island annexation the petitioner may move forward with the Land Use Application or Legislative Application within unincorporated Box Elder County.
5. Any Land Use Application or Legislative Application using a municipality's utilities cannot have a higher density than that allowed by the municipality providing the utilities.
6. All applications shall be subject to the time limits set forth in Section 2-2-040(K), Substantial Action Required and Section 2-2-040(L), Expiration of Application of the Box Elder County Land Use Management & Development Code.

B. Exemptions.

1. The following Land Use Applications and Legislative Applications are exempt from the requirements listed in subsection “A” of this section and are NOT required to go through the annexation petition process with a municipality:
 - a. 1-Lot Subdivisions that are not adjacent to a municipal boundary and are not using municipal utilities.
 - b. Accessory Dwelling Units (internal and detached) in which there are no municipal utility services to the parcel or lot.
 - c. Home Occupations
 - d. Swimming Pools
 - e. Home-Based Kennels
 - f. Conditional Use Permits for temporary buildings and mobile homes for uses incidental to construction work or temporary living quarters in which there are no municipal utility services to the parcel or lot.

EXHIBIT B

5-1-360. Annexation Policy. (Ordinance 573)

A. Requirements.

1. The Box Elder County Commission, Planning Commission, or Community Development Office shall not take action on any proposed Land Use Application or ~~Legislative Application~~ Zoning Map Amendment within unincorporated Box Elder County (except building permits that are not using municipal utilities) if the Land Use Application or ~~Legislative Application~~ Zoning Map Amendment is:
 - ~~a. Located within any municipal annexation policy plan as defined in Utah Code 10-2-401.5, or~~
 - ~~b. a. Located within ½ mile of any municipality's largest (by area) incorporated boundary, if a municipality does not have an annexation policy plan boundary; or~~
 - ~~c. b. If a development, improvement, or building lot will be using two or more utilities any utility provided by a municipality.~~
2. If the proposed Land Use Application or ~~Legislative Application~~ Zoning Map Amendment meets any of the above criteria, the ~~developer~~ applicant shall petition the applicable municipality for annexation of the property associated with the Land Use Application or Zoning Map Amendment pursuant to the requirements set forth in Title 10, Chapter 2 of the Utah State Code as currently existing or subsequently modified. ~~provide the applicable municipality(s) with a Notice of Intent to File a Petition (Utah Code 10-2-403(2)(a (i))) and thereafter work with the County Clerk to meet all the noticing requirements contained in Utah Code. Upon the County Clerk providing the applicable municipality with the certification of complying with the Notice of Intent to File a Petition, the developer shall petition the municipality for annexation. If the municipality(ies) rejects the petition for annexation, the developer applicant shall provide signed documentation to the Community Development office from the municipality(ies) showing the municipality's rejection of an annexation petition. After such documentation is received, the Land Use Application or Legislative Application Zoning Map Amendment may move forward.~~
3. If a municipality accepts the petition for annexation, and it is an island annexation, the county and annexing municipality must agree to the annexation. This agreement shall come in the form of both entities approving the annexation. The annexation proposal must be presented to the County Commission through the County Community Development Department with input from affected county departments and stakeholders.
4. If the County Commission does not agree to the island annexation the petitioner may move forward with the Land Use Application or Legislative Application within unincorporated Box Elder County.

5. Any Land Use Application or Legislative Application using a municipality's utilities cannot have a higher density than that allowed by the municipality providing the utilities.
6. All applications shall be subject to the time limits set forth in Section 2-2-040(K), Substantial Action Required and Section 2-2-040(L), Expiration of Application of the Box Elder County Land Use Management & Development Code.

B. Exemptions.

1. The following Land Use Applications and Legislative Applications are exempt from the requirements listed in subsection "A" of this section and are NOT required to go through the annexation petition process with a municipality:
 - a. 1-Lot Subdivisions that are not adjacent to a municipal boundary and are not using municipal utilities.
 - b. Accessory Dwelling Units (internal and detached) in which there are no municipal utility services to the parcel or lot.
 - c. Home Occupations
 - d. Swimming Pools
 - e. Home-Based Kennels
 - f. Conditional Use Permits for temporary buildings and mobile homes for uses incidental to construction work or temporary living quarters in which there are no municipal utility services to the parcel or lot.

ORDINANCE NO. 615

AN ORDINANCE OF THE BOX ELDER COUNTY COMMISSION AMENDING THE ESTABLISHED RULES, FEE SCHEDULE AND APPLICATION RELATED TO RIGHT-OF-WAY EXCAVATION AND ENROACHMENT IN BOX ELDER COUNTY

WHEREAS, the Box Elder County Road Department has determined that a formal ordinance, fee schedule, and permit application relating to the excavation and encroachment of right-of-ways on county roads within Box Elder County should be amended and adopted by Box Elder County; and

WHEREAS, the Box Elder County Road Department has researched the matter, reviewed similar ordinances, fee schedules and applications adopted by other jurisdictions and has adjusted the ordinance, fee schedule and application to better fit the needs of Box Elder County; and

WHEREAS, the Box Elder County Commission has reviewed the amended Right-of-Way Excavation and Encroachment ordinance, fee schedule and permit application attached hereto and determined that it would promote the general health, welfare, and safety of the residents of Box Elder County and benefit all of those who utilize the county roads of Box Elder County; and

WHEREAS, the Box Elder County Commission has determined that the amended Right-of-Way Excavation and Encroachment ordinance, fee schedule, and permit application attached hereto should be formally approved, accepted and adopted by Box Elder County; and

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

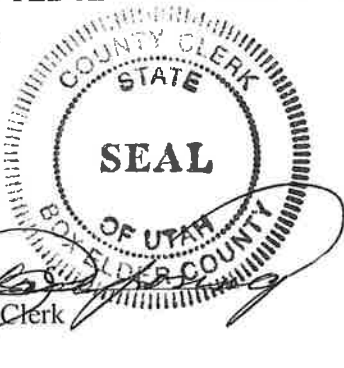
SECTION 1: Adoption of the amended Right-of-Way Excavation and Encroachment ordinance, fee schedule and permit application. The attached ordinance, fee schedule, and permit application are hereby adopted and approved as the ordinance, fee schedule, and permit application of Box Elder County to be applied to the excavation or encroachment of right-of-ways in Box Elder County.

SECTION 2: Effective Date. This resolution shall become effective immediately upon its adoption and approval.

SECTION 3: Repeal. All prior ordinances and rules adopted by the County related to the excavation and encroachment permits of right-of-ways conflicting with this ordinance are hereby repealed.

ADOPTED AND APPROVED in regular session of the Box Elder County Commission this 22nd day of January, 2025.

ATTEST:


Marla Young, Clerk


Boyd Bingham
Box Elder County Commission

Right-of-Way Excavation and Encroachment

Adopted January 22, 2025.

1. TITLE.

The regulations contained in this Ordinance shall be known and may be cited as “Excavation and Right-of-Way Encroachment Regulations” of Box Elder County.

2. PURPOSE.

To address all work within the public right-of-way which includes non-excavation work, excavation outside of the asphalt, and excavation within asphalt pavement areas. When the pavement is cut, the design life of the road is compromised. The intent of this ordinance is to regulate encroachment in the public right-of way, excavation work, ensure public safety, and protect and extend the life of the roads as much as possible.

3. DEFINITIONS.

Minor Encroachment: Encroachment work impacting up to and including 200 square feet of area inside of the public right-of-way. This may include, but is not limited to work related to the installation of agricultural access, landscaping, fencing, or a mailbox. Construction plans may be required.

Major Encroachment: Encroachment work impacting more than 200 square feet of area inside of the public right-of-way. Construction plans and a traffic control plan are required.

Entity: Prospective or current applicant for or holder of a permit for work within the public right-of-way.

Excavation: Digging in, cutting into the surface of, or breaking the surface of any area within the public right-of-way.

Permittee: The entity, person, contractor, or agency that has applied for and has been granted a permit for work within the public right-of-way.

4.. GENERAL REQUIREMENTS.

These general requirements are not inclusive and other conditions may apply. This section is intended to only provide a basic overview of the minimum requirements needed before a permit can be issued or before any encroachment work can begin. Failure to follow or comply with the regulations of this ordinance may be deemed a violation subject to penalties as outlined in Section 531-01-080.

A. Permit Required: The County prohibits all right-of-way access for purposes of digging, excavating, placing, constructing, or maintaining any approach road, driveway, sidewalk, mailbox, pole, pipeline, conduit, sewer, ditch, culvert, billboard, advertising sign, or any other structure or object of any kind or character within the right-of-way without first obtaining a permit. Permits are not transferrable or assignable and shall only cover work in the permitted area.

1. Working Without a Permit: Failure to obtain a permit prior to commencing the encroachment work, but before work being completed.

a. Notification. The County will give verbal or written notification of the required permit. The Entity responsible for the encroachment work will be required to obtain the permit within three (3) business days.

b. Compliance. Following notification, the Entity responsible for the encroachment work shall obtain the required permit and pay a late fee according to the current adopted Right-of-way Encroachment & Excavation Fee Schedule.

c. Non-Compliance. If a permit is not obtained, the Entity responsible for the encroachment work is in violation of the Ordinance and is subject to penalties as stated in Section 531-01-080.

2. After-the-Fact Permit: Failure to obtain a permit after work has been completed.

a. Notification. The County will give verbal or written notification of the required permit. The Entity will be required to obtain the permit within fourteen (14) calendar days.

b. Compliance. Following notification, the Entity responsible for the encroachment work shall obtain the required permit and pay a fee as stated in the current adopted Right-of-way Encroachment & Excavation Fee Schedule.

c. Non-Compliance. If a permit is not obtained, the Entity responsible for the encroachment work is in violation of the Ordinance and is subject to penalties as stated in Section 531-01-080.

d. Sub-Standard Work. Work that is found to be sub-standard shall be corrected by the Entity responsible for the encroachment work, at their own expense, within fifteen (15) calendar days of notification of sub-standard work. If the Entity fails to make the necessary corrections, the County has the right to perform any necessary repairs at the responsible Entity's expense. The County is hereby authorized to complete the work and charge all costs, including fifteen percent (15%) overhead charge to the Entity responsible.

3. Revocation of Permit: A permit may be revoked by the County for failure of the Permittee to abide by the terms and conditions of this Chapter.

a. The County has the right to repair the encroachment impact at the permit holder's expense if the permit is revoked.

b. The County is hereby authorized to complete the work and charge all costs, including fifteen percent (15%) overhead charge, to the Permittee.

B. Liability Insurance Coverage Requirements: State law provides the basis for requiring minimum liability coverage requirements before a permit can be issued. These required liability reduction instruments are typically structured in the form of a certificate of minimum liability insurance. The minimum allowable coverage requirements are as follows:

- a. Bodily injury or property damage liability per occurrence: \$1,000,000.00
- b. Bodily injury or property damage liability policy aggregate: \$3,000,000.00
- c. Worker's compensation: Statutory limits
- d. Automobile liability: \$500,000.00

The Permittee shall indemnify and hold the County harmless from and against any and all liability, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney fees arising from or growing out of any injury to or death of any person or persons, whatsoever, or for loss of or damage to the business, tools, or equipment of the Permittee resulting directly or indirectly from carrying on the work herein specified.

1. Exceptions:

- a. Public utilities may annually submit evidence of insurance coverage in lieu of individual submissions for each permit.
- b. A Certificate of Liability Insurance is not required for Minor Encroachment Permittee; however, the Permittee shall provide a signed notarized statement indemnifying and holding the County harmless, as stated in the paragraph above.

C. Noticing (Blue Stake) Requirements: State law (54-8a-5) requires an excavator to notify each operator within an underground facility at least 48-hours prior to starting any type of excavation work. The County partners with Blue Stakes of Utah, a one-call center, to aid excavators with meeting this legal requirement. Blue Stakes may also be notified if there is an after-hours emergency relating to any excavation site.

- D. Traffic Control Plan:** A traffic control plan shall be submitted for all Major Encroachment Permits. Plans should be submitted with the permit application and shall meet the current requirements in the “Manual on Uniform Traffic Control Devices” (MUTCD).
- E. Permit and Inspection Related Costs:** The County shall charge a fee, as established in the current adopted Right-of-way Encroachment & Excavation Fee Schedule, for administrative costs, inspections, the diminished road integrity, and similar cost metrics.
- F. Warranty Bond:** The Permittee shall provide the name, contact information, and total bondable amount with each application. All work performed under the Permit shall be covered by a Bond.
- 1. Exceptions:**
- a. When approved by the County, established utility companies may substitute a Letter of Surety.
 - b. Not required for Minor Encroachment Permittee.
- G. State License Required:** All work performed within the public right-of-way shall be performed by a contractor properly licensed by the State of Utah.
- 1. Exceptions:**
- a. No license will be required for County employees.
 - b. No license will be required for Minor Encroachment Permittee.
- H. Completion of Work:** As part of the permit, the Permittee will be granted a certain amount of time to complete the work. The timeframe shall be stated on the approved permit.

The County has the right to repair the encroachment work at the permit holder’s expense if the work is not completed in the allotted time. The County is hereby authorized to complete the work and charge all costs, including a fifteen percent (15%) overhead charge, to the Permittee.

- I. Unintentional Pavement Damage:** Any road surface damaged, in any way by any party, shall be repaired in compliance with current adopted county standards by the Permittee at their own expense.

5. UTILITY INSTALLATIONS.

A. Quality Workmanship Expectations and Best Practice Considerations:

- 1. Road Surface Lifespan Considerations:** Excavation and street repairs shorten the useful lifespan of road surfaces. The County requires underground utilities to be installed through non-open cut (trenchless) methods, unless otherwise approved. Open utility cuts are only considered as a last

resort when all other alternative methodologies are proven ineffective. Great care must be applied when trenchless methods are not possible and an open trench excavation becomes unavoidable to ensure lift specifications, compaction requirements, pavement restoration techniques, etc. meet the highest available industry performance standards. Anything less inevitably results in distressed repairs, which in turn, transfer future maintenance and restorative costs directly onto the public.

2. **Protection of Paved Surfaces Outside of Excavation Area:** In order to avoid unnecessary damage to paved surfaces, backhoes, outriggers, track equipment, or any other construction equipment that may prove damaging to asphalt or concrete shall use rubber cleats or paving pads when operating on or crossing said surfaces.
3. **Worksite Restoration Requirements:** Disturbance of areas within the public right-of-way during construction must be kept to a minimum and all rights-of-way must be restored to the satisfaction of the County. The road surface repair must meet the County's current adopted Design, Development and Construction Standards.

B. General Restrictions:

1. **Active/Open Trench:** Active/open trenches will be limited to no more than fifty feet (50').
2. **Transverse Crossing:** Every effort to keep utility crossings at ninety degrees (90°) should be made.
3. **Jetting:** Jetting by water or compressed air is not permitted.
4. **Paving Calendar Dates:** Unless otherwise approved by the County, excavations and paving activities are prohibited from October 15 through April 15.

C. Emergency Exceptions: When imminent danger to property or life exists, an After-the-Fact Permit may be granted with no penalty assessed.

1. **Imminent Danger:** Imminent danger shall herein be defined as anything that may cause injury or death and/or significant damage to public or private property.
2. **Notification:** The Contractor shall notify Blue Stakes and the County Roads Department or, if after business hours, the on-call County Roads Department (notified through County Sheriff Dispatch), within one-half hour of commencing the emergency excavation.
3. **Requirements:** The emergency does not alleviate the Contractor from the responsibility to adhere to the requirements of this Ordinance.

4. **Permit Required:** Any Entity commencing emergency excavation in the public right-of-way shall obtain the required permit no later than the following business day.
5. **Penalty:** If it is determined that no emergency existed, the Permittee may be subject to additional fines and penalties as outlined in Section 531-1-080.

6. **INSPECTIONS AND MATERIALS TESTING.**

A. Scope of Permit Inspections: All construction work within the public right-of-way is subject to inspection by the County.

1. The Roads Department will determine the number and frequency of inspections or tests required to demonstrate conformity with County requirements.
2. Any work performed without a required inspection is subject to complete removal and replacement (of the improvement(s) being installed) at the permit holder's expense.

B. Inspection Notification Requirements:

1. The person performing the work authorized by the permit is responsible for notifying the County when work is ready for inspection.
2. Every request for inspection must be called in at least two (2) business days before the inspection is desired.

C. General Testing Requirements: Testing shall be completed per the current adopted County Development, Design, and Construction Standards.

D. Worksite Materials Storage: No materials shall be stored within the public right-of-way without permission and oversight from the Roads Department.

E. Traffic Control Requirements: Traffic control devices must be in place before work begins.

7. **CONSTRUCTION DETAILS.**

A. Protection of Existing Improvements: The following conditions apply to all work done within the public right-of-way:

1. Take proper precautions at all times and be responsible for the protection of existing utilities, street surfaces, driveway culverts, street intersection culverts or aprons, irrigation systems, mailboxes, driveway approaches, curb, gutter, sidewalks, landscaping, fencing, and all other identifiable installations that may be encountered during construction.
2. Contact Blue Stakes for field marking of utility locations a minimum of forty-eight (48) hours before the proposed start of work. Do not begin work until Blue Stake clearance is obtained.
3. Take proper precautions to protect property markers, pins, corner, and survey control monuments encountered during construction. Any damaged or disturbed survey markers must be re-established by a licensed Professional Land Surveyor.
4. The repair of any damaged improvements as described above is the sole responsibility of the Permittee.
 - a. While the work is in progress or after completion of the permitted work, upon notice from the County, the Permittee shall immediately repair any damage to the public and/or private facilities as a result of the work done under the permit.
 - b. In the event such repairs are not made by the Permittee, within the time specified, the County is hereby authorized to make such repairs and charge all costs, including a fifteen percent (15%) overhead charge, to the Permittee.
 - c. By acceptance of the permit, the Permittee agrees to comply with the above.

B. Relocation of Utilities: The Permittee (or his Contractor) shall not interfere with any existing utility without the written consent of the County and the Owner of the utility. If required:

- a. Private utility relocation shall only be completed by the Owner of said utility.
- b. County utility relocation shall only be completed with written approval from the County and when the cost of relocating the utility is borne by the Permittee.

C. Minimizing Public Impacts:

1. Good Neighbor Practices shall include:

- a. All permit holders must make adequate provisions to ensure vehicle and pedestrian traffic and adjacent property owners experience minimum disruption, noise, and inconvenience.
- b. The Sheriff and Fire Department shall be notified by the Permittee at least twenty-four (24) hours in advance of any planned excavation requiring street closure or traffic detour.

c. All Permittees shall keep dust and debris controlled at the work site at all times. If necessary, the work site shall be wet down to control dust and containers shall be provided for all debris. The County reserves the right to shut down the work or issue a citation if dust is not controlled.

d. All permitted work must be diligently executed to completion in a timely and expeditious manner through efficient project scheduling.

e. Although speed is a principal goal in minimizing negative impacts, speed should never compromise safety or an unwavering commitment to quality workmanship.

D. Approved Temporary Surfacing Requirements: Temporary surfaces are a critical component for safety.

1. Approved temporary surfaces are required on any street cut opening when the final surface is not installed at the end of each workday.
2. Installation and maintenance of temporary cover is the responsibility of the Permittee until the permanent surface is completed and accepted.
3. All steel plates must be milled into the asphalt so they are flush with the existing surface or hot or cold mix asphalt must be placed around the perimeter surface of the plate.
4. Appropriate signage shall be placed around the excavation site to indicate steel plates, bumps, and any other site conditions.
5. Surface plates (when approved by the County Roads Department) must be placed using mastic and secured to the existing pavement by mechanical means.
6. All plates should be welded together whenever possible to avoid slippage and pinned in place using approved dowels.

E. Permanent Paving Patching Requirements:

1. Permanent patching must occur within the time specified by the terms and conditions on the permit.
2. All permanent pavement patches and repairs must comply with the current adopted County Development, Design, and Construction Standards.

a. Any repair not meeting these requirements will be rejected and must be removed and replaced by the Permittee at no expense to the County.

F. Removal and Replacement of Substandard Work: The following provisions apply where substandard work products are identified:

1. Substandard work shall be defined as any work that does not meet the current adopted Development, Design, and Construction Standards.
2. Substandard work products must be removed and replaced within fifteen (15) calendar days of written notification from the County.
3. Written notification from the County will identify the deficiency and suggest corrective remedies.
4. If the substandard work product presents a potential life-safety hazard, the County will not provide the fifteen (15) calendar days of written notification and will require immediate corrective action.
5. The County will act on the Permittee's bond or cash escrow to cover all related costs, if the replacement work is not completed within the time specified.

G. 1-Year Performance and Warranty Requirement: The Permittee is responsible for any defects for twelve (12) months.

H. Release of Bond. If required by Permittee's Bonding Agency, the Permittee is responsible for requesting an inspection and final release of the bond.

8. ENFORCEMENT.

A. Designated Officials: The County code enforcement officials, County Roads superintendent, Roads Operations Supervisor, Roads Inspector, or Sheriff's Office Deputy are hereby designated and authorized as the officers charged with the enforcement of this Ordinance.

B. Powers and Duties of an Enforcement Official:

1. Inspection of permitted encroachment area.
2. When noncompliance is found, take proper action. *Failure to take action on noncompliance, shall not legalize any violation.

C. Penalties: Violation of any provision of this Ordinance shall:

1. Constitute a Class B misdemeanor as provided by the laws of the State of Utah.
2. Penalties and/or late fees as assessed in the current adopted Right-of-way Encroachment & Excavation Fee Schedule.

9. CONFLICT WITH, REPLACEMENT OF GOVERNING PROVISIONS.

Should there be a conflict between the provisions of this chapter and the provisions of any other ordinance, agreement, franchise, or other document governing the encroachment in the public right-of-way, the more restrictive provisions of the aforesaid documents shall apply. This Ordinance replaces all previous ordinances, policies and rules relating to right-of-way excavation and encroachments in Box Elder County. As such, Box Elder County Ordinance 94 is replaced in its entirety.

**Box Elder County
Right-of-Way Encroachment & Excavation Permit
Fee Schedule**

Major Encroachment Base Permit Fee \$250.00

Minor Encroachment Base Permit Fee (\$0.00)

- Agricultural Access
- Other (as determined by County Roads Department)
- Landscaping
- Fence
- Mailbox

Asphalt Cut Fee

- | | |
|-------------------------------------|----------------------------|
| 1. Diminished Road Integrity Fee | Total Square Feet x \$1.25 |
| 2. Potholes (4 square feet or less) | \$125.00 each |

After-the-Fact Permit Penalty

Major Encroachment	Double Original Permit
Minor Encroachment	\$50.00



RIGHT-OF-WAY ENCROACHMENT & EXCAVATION PERMIT

APPLICANT INFORMATION

Applicant Name: _____ Contractor Name: _____
 Mailing Address: _____ Mailing Address: _____
 Phone: _____ Phone: _____
 Email: _____ Email: _____
 State License #: _____ State License #: _____
 Bonding Agent: _____ Bonding Agent: _____
 Emergency Contact Name & Phone: _____
 _____ Emergency Contact Name & Phone: _____

SITE INFORMATION

Location of Work: _____
 Date work expected to begin: _____ Blue Stake #: _____
 _____ Type of Surface: ~~Gravel~~ _____ Base _____
 Concrete ~~Asphalt~~ ~~Cement~~ ~~Dirt~~ _____
 Thickness: _____
 Length: _____ Width: _____ Cutting the Asphalt Yes No
 Minor Encroachment (≤ 200 sf) Major Encroachment (>200 sf)
 Scope of Work: _____
 Emergency: Yes, Date & Time: _____ Reason: _____ No

ITEMS TO INCLUDE WITH APPLICATION

- | | |
|---|---|
| <i>Minor Encroachment Application</i> | <i>Major Encroachment Application</i> |
| Location Map | Location Map |
| Notarized Indemnity Agreement Statement (see 7-1-040B) | Certificate of Liability Insurance (see 7-1-040B) |
| | Warranty Bond or Cash Escrow (see 7-1-040F) |
| | Traffic Control Plan |
| | Construction Plan |

In consideration of obtaining a Right-of-Way Encroachment Permit for the above location, the Applicant states that he/she has read and agrees to all conditions set forth in Box Elder County Code Title 7, Chapter 1 Excavation and Right-of-Way Encroachment. The Applicant also acknowledges that this is not a Right-of-Way Easement and does NOT convey any legal interest to the Applicant.

 Applicant Signature Date

APPROVED ENCROACHMENT PERMIT

Permit #: EX _____

Days to Complete: 30 45 60 90

Date of Approval: _____

County Roads Director/Inspector: _____

FEES	
Base Permit Fee	\$ _____
Inspections	\$ _____
Asphalt Cut Fee	\$ _____
Potholes Diminished Road Integrity Fee	\$ _____ \$-



RIGHT-OF-WAY ENCROACHMENT & EXCAVATION PERMIT

The granting of a permit does not presume to give authority to violate or cancel the provisions of any applicable local or State Law regulating construction or the performance of construction. Permit shall become valid upon receipt of all fees.

Late Fee / Penalty Potholes	\$ _____ \$
Total Due Late Fee / Penalty	\$ _____ \$
Total Due	\$ _____
Bond or Cash Escrow	\$ _____