

**MINUTES
BOX ELDER COUNTY COMMISSION
FEBRUARY 02, 2022**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative / Operational Session at the Historic County Courthouse, 1 South Main Street in Brigham City, Utah at 4:15 p.m. on **February 02, 2022**. The following members were present:

Jeff Scott	Chairman
Stan Summers	Commissioner
Jeff Hadfield	Commissioner
Marla Young	Clerk

The following items were discussed:

1. Agenda
2. Commissioners' Correspondence
3. Staff Reports - Agenda Related
4. Correspondence

The Administrative / Operational Session adjourned at 4:51 p.m.

The regular session was called to order by Chairman Scott at 5:00 p.m. with the following members present, constituting a quorum:

Jeff Scott	Chairman
Stan Summers	Commissioner
Jeff Hadfield	Commissioner
Marla Young	Clerk

The prayer was offered by Commissioner Summers.

The Pledge of Allegiance was led by Community Development Director Scott Lyons.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JANUARY 05, 2022 AND JANUARY 19, 2022 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER HADFIELD, SECONDED BY COMMISSIONER SUMMERS, AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS - COMMISSION

Chairman Scott expressed condolences for the passing of Steve Batis, a longtime member of the fire community within the county.

The Commissioners held a moment of silence in honor of Steve Batis.

FORMER AGENDA ITEMS, FOLLOW UP - COMMISSIONERS

Opioid Litigation Settlement - Attorney Hadfield

Attorney Stephen Hadfield stated the county chose to settle on litigation against the manufacturers of opioids. He stated there are some forms to be completed and signed.

Chairman Scott stated he appreciated Attorney Hadfield's counsel and help. By not litigating, it has saved the county a significant amount of money in litigation costs.

EMERGENCY MANAGEMENT ISSUES

COVID-19 Update - Chairman Scott

Chairman Scott reported the covid numbers are coming down a bit and encouraged everyone to still stay safe.

ARPA

Chairman Scott stated they just discussed the ARPA funding requests in the work session. He said many of the requests did not have matches for the funds. They are going to send an email to the applicants to try and get matching funds to be able to stretch the funds as far as possible.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Letter of Support for an Endowment for the Opera - Annette MacFarlane

This item was canceled.

2022 Cooperative Agreement #22-03 Between USU Extension and Box Elder County - Mike Pace

Mike Pace of USU Extension explained Contract #22-03 is a renewal of the agreement to do work in the county. It is the same as previous years other than date changes and the operating budget.

MOTION: Commissioner Summers made a motion to approve Contract #22-03. The motion was seconded by Commissioner Hadfield and unanimously carried.

ATTACHMENT NO. 2 - AGREEMENT #22-03

ATTORNEY'S OFFICE

OSHA Covid-19 ETS Update - Stephen Hadfield

Attorney Stephen Hadfield stated the OSHA vaccine mandate case has been withdrawn from court which makes our policy no longer necessary. He said all information gathered from employees may be destroyed.

MOTION: Commissioner Hadfield made a motion to cancel the OSHA Covid-19 ETS policy and to destroy any information. The motion was seconded by Commissioner Summers and unanimously carried.

AUDITOR'S OFFICE

Ag Lease Agreement #22-04 Parcel 07-094-0008 for Nick Hawkes - Tom Kotter

Auditor Tom Kotter explained the agreement is with Nick Hawkes to lease county property. He stated a public hearing was held last commission meeting for the lease of this property. He stated the county only received one bidder.

MOTION: Commissioner Summers made a motion to approve Agreement #22-04. The motion was seconded by Commissioner Hadfield and unanimously carried.

ATTACHMENT NO. 3 AGREEMENT #22-04

Ag Lease Agreement #22-05 Clark Land & Livestock Parcel 04-068-0016 - Tom Kotter

Auditor Tom Kotter explained the agreement is with Clark Land & Livestock to lease county property. He stated a public hearing was held last commission meeting for the lease of this property. He stated the county only received one bidder.

MOTION: Commissioner Hadfield made a motion to approve Agreement #22-05. The motion was seconded by Commissioner Summers and unanimously carried.

ATTACHMENT NO. 4- AGREEMENT #22-05

CLERK'S OFFICE

Approval of Members to the Box Elder County Historic Preservation Commission - Marla Young

Clerk Marla Young stated the terms for the members on the CLG Board have expired. She presented the following names to serve on the board: Dave Kafton, Marla Young, DeAnn Lester, Larry Douglass, and Beulah Wells. She stated Larry Douglass is willing to serve as Chairman. She stated there is a request for a grant to help the preservation for the Corinne Church. She asked the Commission to authorize the CLG Chairman to sign the grant application, If the grant is given they will bring it before the Commission.

MOTION: Commissioner Summers made a motion to appoint Dave Kafton, Marla Young, DeAnn Lester, Larry Douglass, and Beulah Wells to the CLG Board and allow the chairman to sign the grant application. The motion was seconded by Commissioner Hadfield and unanimously carried.

COMMISSIONERS

Letter of Support for Northrop Grumman - Commissioner Summers

Commissioner Summers stated the letter of support for Northrop Grumman will be sent to the Governor's Office of Economic Opportunity and expresses support for their potential expanding operations.

MOTION: Commissioner Summers made a motion to send a Letter of Support for Northrop Grumman. The motion was seconded by Commissioner Hadfield and unanimously carried.

ATTACHMENT NO. 5 - LETTER OF SUPPORT

The Commissioners recessed to hold an RDA Meeting

Ordinance #551 Approving the Amended Rocket Solar Plan - Stuart Clason

Megan Whitely of DE Shaw Renewable Investments explained there have been a few changes to the Rocket Solar Plan. Ordinance #551 makes those changes.

MOTION: Commissioner Hadfield made a motion to adopt Ordinance #551. The motion was seconded by Commissioner Summers and unanimously carried.

ATTACHMENT NO. 6 - ORDINANCE #551

Ordinance # 550 Approving the Amended Steel Solar Plan - Stuart Clason

Megan Whitely of DE Shaw Renewable Investments explained there have been a few changes to the Steel Solar Plan. Ordinance #550 makes those changes.

MOTION: Commissioner Summers made a motion to approve Ordinance #550. The motion was seconded by Commissioner Hadfield and unanimously carried.

ATTACHMENT NO. 7 - ORDINANCE #550

Freight Flow Study Funding - Lara Gale

Commissioner Summers stated it has come to their attention of a grant for the freight flow study. By the time they get it back, the grants will be closed. He recommended they take \$25,000.00 from Economic Development and then it will be reimbursed from the grant and other participating counties.

MOTION: Commissioner Summers made a motion to use \$25,000.00 from the Economic Development budget for the Freight Flow Study. The motion was seconded by Commissioner Hadfield and unanimously carried.

COMMUNITY DEVELOPMENT

Ordinance #549 for Agriculture Subdivision - Scott Lyons

Community Development Director Scott Lyons explained Ordinance #549 authorizes an agricultural subdivision located at approximately 13465 N East Garland Road. It splits a parcel

into a .9 acre piece for the residence and 12.43 acres to remain agricultural. It has gone before the Planning Commission and they have forwarded a recommendation for approval.

MOTION: Commissioner Hadfield made a motion to approve Ordinance #549. The motion was seconded by Commissioner Summers and unanimously carried.

ATTACHMENT NO. 8 - ORDINANCE #549

Master Planned Community MPC Zone Text Amendment - Scott Lyons

Community Development Director Scott Lyons explained the requested MPC Zone Text Amendment. He explained the eligibility requirements. He stated the Planning Commission held a public hearing and have sent a recommendation of denial with the following findings: (1) Not harmonious with the overall character of the county, (2) area residents are against the proposal, (3) growth should occur in cities and towns, and (4) has the potential to negatively affect the adjacent property owners by causing more condensed travel.

Applicant Mike Bastian of Castle Creek Homes gave some other options for zone changes such as reducing the amount of acreage and having a requirement for the sewer. He spoke of the different obstacles for his proposed development.

MOTION: Commissioner Hadfield made a motion to table this item for more information. The motion was seconded by Commissioner Summers and the item was tabled.

Bekam's Edge Subdivision Phase 1 - Scott Lyons

Community Development Director Scott Lyons presented the Bekam's Edge Subdivision Phase 1. He stated it consists of nine lots ranging from .75 acres to 1.89 acres. It is located at 8400 W 1150 N in the Tremonton area. It has been through all necessary department reviews.

MOTION: Commissioner Summers made a motion to approve Bekam's Edge Subdivision Phase 1. The motion was seconded by Commissioner Hadfield and unanimously carried.

FIRE DEPARTMENT

Appoint Nick Nessen to the Dispatch Advisory Board - Corey Barton

Fire Marshal Corey Barton asked the Commission to appoint Tremonton/Garland Police Chief Nick Nessen to the Dispatch Advisory Board.

MOTION: Commissioner Summers made a motion to appoint Nick Nessen to the Dispatch Advisory Board. The motion was seconded by Commissioner Hadfield and unanimously carried.

LANDFILL

Fee Increase for Landfill - Gina Allen

Landfill Manager Gina Allen presented a new fee schedule for the landfill. She stated our landfill is the lowest price in the region and this fee increase will help keep up with other landfills and transfer stations. The fee is increased by \$2.00 per ton.

MOTION: Commissioner Hadfield made a motion to approve the fee increase. The motion was seconded by Commissioner Summers and unanimously carried.

HUMAN RESOURCES

Employe HSA Early Payment - Jenica Stander

Human Resource Manager Jenica Stander explained there are three employees requesting an early distribution of HSA payments due to medical hardship and necessities.

MOTION: Commissioner Hadfield made a motion to approve the early HSA distribution for three employees. The motion was seconded by Commissioner Summers and unanimously carried.

Policy 8 Change - Jenica Stander

Human Resources Manager Jenica Stander explained Policy 8 affects exempt employees only. The policy defines an exempt employee and changes the requirements for exempt employees on the flexibility of their hours to be treated as true salaried employees.

MOTION: Commissioner Summers made a motion to approve the changes to Policy 8. The motion was seconded by Commissioner Hadfield and unanimously carried.

WARRANT REGISTER - COMMISSIONERS

The Warrant Register was signed on a motion and the following claims were approved. Claim numbers 117036 through 117123 in the amount of \$2,931,145, and claim numbers 117124 through 117205 in the amount of \$195,165.19 with voided claim numbers 116822.

PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS - COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
ALLEN, HAL R	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
ALLINGER, RAY	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
ALLINGER, PATRICIA	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
BROWN, LEWIS	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
BROWN, SHIELA	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
FULLMER, LAURA	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
HENRIE, CAROLYN	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
HENRIE, COURTNEY	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
HOPKINS, RANDY	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
KENNEDY, KEN	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
OKEEF, RICHARD	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
REESOR, GERALD	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
THAYNE, ROBERT	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
YOUNG, RICHARD	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
VELAZQUEZ, EULOGIA	SHERIFF'S DEPT	VOLUNTEER	02/02/2022
FUHRIMAN, DIANE	COMMUNITY DEVELOPMENT	COMPENSATION CHANGE	12/30/2021
WEBB, KURT	LANDFILL	COMPENSATION CHANGE	01/02/2022

JENSEN, JARON	LANDFILL	COMPENSATION CHANGE	01/22/2022
WARD, DALE KIRK	BUILDING INSPECTION	COMPENSATION CHANGE	01/16/2022
WALLACE, KINLEY	ATTORNEY'S OFFICE	NEW HIRE	01/03/2022
SMITH, MADELINE	ATTORNEY'S OFFICE	SEPARATION	12/21/2021
DOSTALER, DION	EMERGENCY MANAGEMENT	VOLUNTEER	02/02/2022
BURTON, THOMAS	BUILDINGS/GROUNDS	COMPENSATION CHANGE	02/16/2022
TILBY, JASON	SHERIFF'S OFFICE	REHIRE	01/31/2022
OBRAY, SUSAN	BUILDINGS/GROUNDS	SEPARATION	12/27/2021
MARTINEZ, MIRANDA	BUILDINGS/GROUNDS	COMPENSATION CHANGE	02/11/2022
GABRIEL, TYLER	SHERIFF'S OFFICE	TRANSFER	01/30/2022
BLAUER, SHAWN	SHERIFF'S OFFICE	COMPENSATION CHANGE	02/27/2022
MOORE, ZACHARY	SHERIFF'S OFFICE	COMPENSATION CHANGE	02/19/2022
NELSON, ANSON	SHERIFF'S OFFICE	COMPENSATION CHANGE	02/08/2022
COLE, JUSTIN	ROAD DEPARTMENT	NEW HIRE	02/02/2022
MILLETT, MARK	SHERIFF'S OFFICE	COMPENSATION CHANGE	02/03/2022
PALMER, CADE	SHERIFF'S OFFICE	COMPENSATION CHANGE	02/19/2022
PALMER, CADE	SHERIFF'S OFFICE	PROMOTION	03/01/2022
FREEZE, WYATT	WEED DEPARTMENT	PROMOTION	01/31/2022

CLOSED SESSION

There was not a closed session.

ADJOURNMENT

A motion was made by Commissioner Hadfield to adjourn. Commissioner Summers seconded the motion, and the meeting adjourned at 6:25 p.m.

ADOPTED AND APPROVED in regular session this 16th day of February 2022.

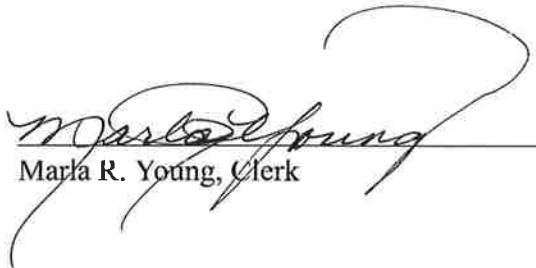

Jeff Scott, Chairman


Stan Summers, Commissioner


Jeff Hadfield, Commissioner



ATTEST:


Marla R. Young, Clerk



COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Wednesday, February 02, 2022 at 5:00 PM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:15 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday February 2, 2022 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 5:00 P.M.

- A. Invocation Given by: Commissioner Summers
- B. Pledge of Allegiance Given by: Scott Lyons
- C. Approve Minutes from 1/5/2022 and 1/19/2022

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. Letter of Support for an Endowment for the Opera.-Annette Macfarlane
- B. 2022 Cooperative Agreement #22-03 Between USU Extension and Box Elder County-Mike Pace

8. ATTORNEY'S OFFICE

- A. OSHA Covid-19 ETS Update-Anne Hansen

9. AUDITOR'S OFFICE

- A. Ag Lease Agreement #22-04 Parcel 07-094-0008 for Nick Hawkes-Tom Kotter
- B. Ag Lease Agreement #22-05 Clark Land & Livestock Parcel 04-068-0016-Tom Kotter

10. CLERK'S OFFICE

- A. Approval of Members To the Box Elder County Historic Preservation Commission-Marla Young

11. COMMISSIONERS

- A. Letter of Support for Northrop Grumman-Commissioner Summers

- B. Ordinance #551 Approving the Amended Rocket Solar Plan-Stuart Clayson
- C. Ordinance #550 Approving the Amended Steel Solar Plan-Stuart Clayson
- D. Freight Flow Study Funding-Lara Gale

12. COMMUNITY DEVELOPMENT

- A. Ordinance #549 for Agriculture Subdivision-Scott Lyons
- B. Master Planned Community (MPC) Zone Text Amendment-Scott Lyons
- C. Bekam's Edge Subdivision Phase 1-Scott Lyons

13. FIRE DEPARTMENT

- A. Appoint Nick Nessen to the Dispatch Advisory Board-Corey Barton

14. LANDFILL

- A. Fee Increase for Landfill-Gina Allen

15. HUMAN RESOURCES

- A. Employee H.S.A. Early Payment-Jenica Stander
- B. Policy 8 Change-Jenica Stander

16. WARRANT REGISTER

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

18. CLOSED SESSION

19. ADJOURNMENT

Prepared and posted this 28th day of January, 2022. Mailed to the Box Elder News Journal and the Leader on the 28th of January, 2022. 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 5:00 p.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.

22-03

2022 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, 2022 and ending December 31, 2022 (“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 # 10-4610-2500, 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, 2022, 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 \$201,650 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.

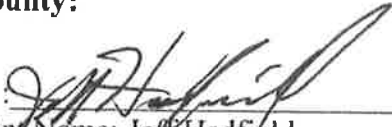


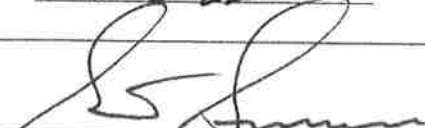
a. Extension Services shall help the residents of the County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Services shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating 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:	Utah State University:
By:  Print Name: Jeff Hadfield Title: Box Elder County Commissioner Date: <u>2-2-22</u>	By:  Kenneth White Vice President for Extension Date: <u>02/14/2022</u>
By:  Print Name: Jeff Scott Title: Box Elder County Commissioner Date: <u>2-2-2022</u>	
By:  Print Name: Stan Summers Title: Box Elder County Commissioner Date: <u>2.2.2022</u>	

Appendix A
Budget Items and Anticipated Expenditures for Term

Account ID #	Description	Budget
10-4610-21200	Travel	\$ 200
10-4610-21201	Travel - Agronomy	\$ 6,500
10-4610-21202	Travel - FCS	\$ 6,500
10-4610-21203	Travel - Livestock	\$ 6,500
10-4610-21204	Travel - Assistants	\$ 4,000
10-4610-22000	Office Supplies	\$ 3,200
10-4610-24000	Supplies and Materials	\$ 4,300
10-4610-24730	Supplies and Materials - 4-H	\$ 5,650
10-4610-24731	Supplies and Materials - Ag	\$ 1,000
10-4610-24733	Supplies and Materials - FCS	\$ 1,000
10-4610-24734	Supplies and Materials - Livestock	\$ 1,000
10-4610-24735	County Turkey show	
10-4610-24736	EFNEP	\$ 1,500
10-4610-25000	Contract Labor - USU	\$ 155,500
10-4610-25731	Professional - Agronomy	\$ 200
10-4610-25732	Professional - Assistants	\$ 50
10-4610-25733	Professional - FCS	\$ 200
10-4610-25734	Professional - Livestock	\$ 200
10-4610-27000	Telephone/Cell phone	\$ 2,950
10-4610-28000	Small tools and minor equipment	\$ 1,200
TOTAL BUDGET		\$ 201,650

AGRICULTURAL LEASE

This AGRICULTURE LEASE made in the State of Utah as of the 19th day of January 2022, 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 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 \$700.00 per year as rental for the Property during the lease term, said rental to be payable not later than January 31, 2022 for the first year and January 1 each year thereafter
2. Lease Term. The term of this lease shall be from 1 January 2022 thru and including 31 December 2024.
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.

conditions, covenants, and agreements hereof and any and all 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 molestation by the said Lessor, its successors or any person or person lawfully claiming under them.
12. Attorneys 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. Lessees 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.

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

LESSOR



ATTEST

County Clerk

Box Elder County

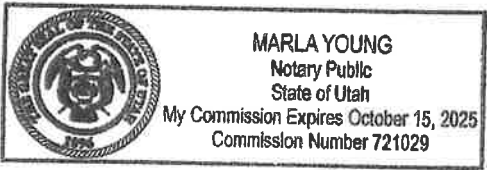
By:

LESSEE

[Handwritten signature]

STATE OF UTAH)
: ss.
COUNTY OF BOX ELDER)

This instrument was acknowledged before me this 8th day of February,
2022, by Nick Hawkes.



[Handwritten signature: Marla Young]
NOTARY SIGNATURE AND SEAL



Exhibit A

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

This AGRICULTURE LEASE made in the State of Utah as of the 5th day of January 2022, by and between BOX ELDER COUNTY, as Lessor, and CLARK LAND & LIVESTOCK LLC 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 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 \$1,975.00 per year as rental for the Property during the lease term, said rental to be payable not later than January 31, 2022 for the first year and January 1 each year thereafter
2. Lease Term. The term of this lease shall be from 1 January 2022 thru and including 31 December 2024.
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

Exhibit A

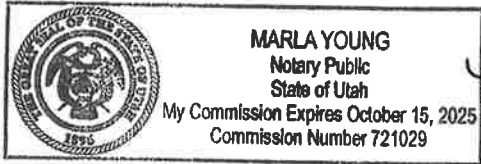
BEG AT SE COR OF NE/4 OF SEC 24, TWP 10N, R 3W, SLM, S 89*42'20W
2595.0 FT TO E LINE OF HWY 84; N ALG SD LINE 654.2 FT, N 89*41'20E 2280
FT TO BANK OF MALAD RIVER, TH FOLLOWING BANK OF RIVER SELY TO
A PT 210 FT N OF POB, S 210 FT TO POB CONTG 39.0 ACRES.

LESSEE

Latriel Brinkerhoff Clark
for Clark Land & Livestock LLC

STATE OF UTAH)
 : ss.
COUNTY OF BOX ELDER)

This instrument was acknowledged before me this 28th day of December,
2021, by Latriel Brinkerhoff Clark, partner Clark Land & Livestock LLC



Marla Young
NOTARY SIGNATURE AND SEAL

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 all 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 molestation by the said Lessor, its successors or any person or person lawfully claiming under them.
12. Attorneys 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. Lessees 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.

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

LESSOR



Box Elder County

By:



ATTEST



County Clerk

COUNTY COMMISSIONERS

February 02, 2022

Governor's Office of Economic Opportunity
60 E S Temple, Suite 300
Salt Lake City, UT 84111
RE: Letter of Support—Northrop Grumman

Dear Go Utah Board Members,

On behalf of Box Elder County, the commissioners write to express their support for Northrop Grumman and its potential expanding operations in Box Elder. As a county, we are continually looking for ways to diversify our economy. In particular, Northrop Grumman is an ideal fit for our area because of the opportunity for employment it creates in our area and economic growth. For every dollar earned in our county our hope is that the same dollar will be spent in the county 5 times for example gas, groceries, and entertainment to name a few. For these reasons, we enthusiastically support Northrop Grumman's expansion in Box Elder County and ask that the Governor's Office of Economic Opportunity approve the creation of an economic development zone for the expansion of Northrop Grumman Systems Corporation at 9170 N Highway 83, Corrine, UT 84307.

Our county offers a talented workforce, dedicated staff, and a history of supporting pioneering technologies. We are eager to help in any way we can to ensure Northrop Grumman's experience in Box Elder is positive.

Thank you for your interest in Box Elder County. If you have any additional questions for us, please reach out at 435.734.3347.

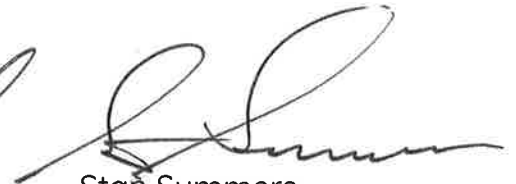
Sincerely,



Jeff Scott, Chair
Box Elder County Commission



Jeff Hadfield
Commissioner



Stan Summers
Commissioner

GOED BOARD
ECONOMIC DEVELOPMENT ZONE
Northrop Grumman Systems Corporation

Establish an economic development zone for the purpose of supporting the expansion of Northrop Grumman Systems Corporation at 9160 N Highway 83 Corinne, Utah 84307.

Motion: approve the creation of an economic development zone for Box Elder County in support of their letter of request detailing the expansion of Northrop Grumman Systems Corporation at 9160 N Highway 83 Corinne, Utah 84307.

73

23

Aramark
9160 UT-83,
Corinne, UT 84307

Northrop Grumman
Rocket Garden

01 South Main Street Suite 24 Brigham City, Utah 84302 435-734-3347 www.boxeldercounty.org

ORDINANCE NO. 551

AN ORDINANCE OF THE BOX ELDER COUNTY COMMISSION ADOPTING AN AMENDMENT TO THE OFFICIAL PLAN FOR THE ROCKET SOLAR COMMUNITY REINVESTMENT PROJECT AREA, AS APPROVED BY THE COMMUNITY REINVESTMENT AGENCY OF BOX ELDER COUNTY, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.

WHEREAS the Board of the Redevelopment Agency of Box Elder County (the "Agency"), having prepared an Amendment to the Project Area Plan (the "Amendment" and "Plan" respectively) for the Rocket Solar Community Reinvestment Project Area (the "Project Area"), the legal description of which Project Area, as amended, is attached hereto as **EXHIBIT A**, pursuant to the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and having held the required public hearing on the Amendment as required by the Act, adopted the Amendment; and

WHEREAS the Act mandates that, before the Amendment may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in; and

WHEREAS the Act also requires that notice is to be given by the community legislative body upon its adoption of the Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY LEGISLATIVE BODY OF BOX ELDER COUNTY AS FOLLOWS:

1. Box Elder County hereby adopts the Amendment, as approved by the Agency Board, as an official amendment to the official community reinvestment plan for the Project Area (as amended, the "Official Plan").
2. County staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by the Act, whereupon the Official Plan shall become effective pursuant to the Act.
3. Pursuant to Act, the Agency may proceed to carry out the Official Plan upon its adoption.
4. This ordinance shall become effective 15 days after its passage.

APPROVED AND ADOPTED this February 2, 2022.

Attest:

Clerk


Chair



PROJECT AREA LEGAL DESCRIPTION

Parcel 1

EAST HALF OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, LESS WEST 400 FEET, ALSO LESS BEGINNING AT A POINT 400 FEET EAST OF THE NORTHWEST CORNER OF NE/4 OF SAID SECTION, EAST 25 RODS, SOUTH 40.5 RODS, WEST 25 RODS, NORTH 40.5 RODS TO BEGINNING.

Tax Parcel No. 04-005-0012

Parcel 2

LOTS 4,5,6,& 7, E/2 OF W/2 OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN.

Tax Parcel No. 04-005-0014

Parcel 3

ALL OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, LESS COUNTY ROAD.

LESS: [05-004-0084] BEGINNING AT A POINT 113 RODS NORTH OF THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE NORTH 34.75 RODS, THENCE WEST 320 RODS, THENCE SOUTH 34.75 RODS TO A POINT WEST OF BEGINNING, THENCE EAST 320 RODS TO BEGINNING.

Tax Parcel No. 05-004-0083

Parcel 4

SECTION 32, TOWNSHIP 11 NORTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN LYING WEST OF CPRR R/W.

Tax Parcel No. 05-004-0052

Parcel 5

BEGINNING AT A POINT 113 RODS NORTH OF THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE NORTH 34.75 RODS, THENCE WEST 320 RODS, THENCE SOUTH 34.75 RODS TO A POINT WEST OF BEGINNING, THENCE EAST 320 RODS TO BEGINNING.

Tax Parcel No. 05-004-0084

Parcel 6

ALL OF SECTION 1, TOWNSHIP 10 NORTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, LESS AND EXCEPTING THE COUNTY ROAD AND THE PROPERTY SOLD TO THE U.S.A.

Tax Parcel No. 04-006-0002

Parcel 7

BEGINNING AT POINT SOUTH 136.6 FEET & WEST 3512.0 FEET FROM THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 5 WEST, SLM, WHICH IS ON NORTH FENCE OF HWY R/W, THENCE ALONG R/W FENCE BY WAY OF 2 COURSES TO-WIT: S77°50'W 111.1 FEET, S87°13'W 1705.1 FEET M/L TO WESTERN BOUNDARY OF SAID SECTION 33, N01°00'W 3089.6 FEET M/L ALONG THE WESTERN BOUNDARY SAID SECTION TO R/W/L OF CPRR, S32°01'E 3519.5 FEET M/L ALONG SAID R/W LINE TO THE POINT OF BEGINNING.

Tax Parcel No. 05-004-0055

Gen-Tie Parcels

COLLECTOR LINE EAST EASEMENT

A 100.00 FOOT WIDE POWERLINE EASEMENT BEING 50.00 FEET RIGHT AND 50.00 FEET LEFT OF THE FOLLOWING DESCRIBED ALIGNMENT:

A PART OF THE NORTHEAST QUARTER OF SECTION 32 AND A PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED 2967.57 FEET NORTH 00°07'20" EAST AND 380.03 FEET NORTH 90°00'00" WEST AND 250.00 FEET NORTH 56°49'54" EAST AND 49.43 FEET NORTH 33°10'06" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 32;

RUNNING THENCE NORTH 58°46'58" EAST 539.44 FEET TO THE TERMINUS OF THIS EASEMENT.

Tax Parcel No. 05-004-0072 and -0073 (portions)

POWERLINE EASEMENT

THE CENTERLINE OF A 100.00 FOOT WIDE POWER LINE EASEMENT BEING 50.00 FEET LEFT AND 50.00 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT:

A PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT IN AN EXISTING FENCE LINE THAT IS ALONG THE SOUTHERLY BOUNDARY OF A ROCKY MOUNTAIN POWER SUBSTATION BEING A POINT LOCATED 393.67 FEET NORTH 87°23'35" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 AND 3593.73 FEET NORTH 00°00'00" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 33;

RUNNING THENCE SOUTH 33°08'48" EAST 95.46 FEET; THENCE SOUTH 58°46'58" WEST 205.32 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 83 AND THE TERMINUS OF THIS EASEMENT.

Tax Parcel No. 05-004-0054 (portion)

ADDITIONAL AREA:

BEGINNING AT A POINT 400 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 25 RODS; THENCE SOUTH 40.5 RODS; THENCE WEST 25 RODS; THENCE NORTH 40.5 RODS TO THE PLACE OF BEGINNING.

LESS COUNTY ROAD.

ALSO

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, THENCE RUNNING EAST 400 FEET; THENCE SOUTH 7,000 FEET; THENCE WEST 400 FEET; THENCE NORTH 7,000 FEET TO THE PLACE OF BEGINNING, BEING IN SECTIONS 6 & 7 OF SAID TOWNSHIP AND RANGE.

Based on Warranty Deed recorded as Entry No. 58937G on November 26, 1958 in Book 121 Page 159, the Warranty Deed recorded as Entry No. 61256G on April 6, 1959 in Book 124 at Page 468 and Affidavit recorded as Entry Number 151924 on April 23, 2001 in Book 0761 at page 0755 in the records of Box Elder County.

APN 04-005-0013

ORDINANCE NO. 550

AN ORDINANCE OF THE BOX ELDER COUNTY COMMISSION ADOPTING AN AMENDMENT TO THE OFFICIAL PLAN FOR THE STEEL SOLAR COMMUNITY REINVESTMENT PROJECT AREA, AS APPROVED BY THE COMMUNITY REINVESTMENT AGENCY OF BOX ELDER COUNTY, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.

WHEREAS the Board of the Redevelopment Agency of Box Elder County (the "Agency"), having prepared an Amendment to the Project Area Plan (the "Amendment" and "Plan" respectively) for the Steel Solar Community Reinvestment Project Area (the "Project Area"), the legal description of which Project Area, as amended, is attached hereto as **EXHIBIT A**, pursuant to the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and having held the required public hearing on the Amendment as required by the Act, adopted the Amendment; and

WHEREAS the Act mandates that, before the Amendment may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in; and

WHEREAS the Act also requires that notice is to be given by the community legislative body upon its adoption of the Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY LEGISLATIVE BODY OF BOX ELDER COUNTY AS FOLLOWS:

1. Box Elder County hereby adopts the Amendment, as approved by the Agency Board, as an official amendment to the official community reinvestment plan for the Project Area (as amended, the "Official Plan").
2. County staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by the Act, whereupon the Official Plan shall become effective pursuant to the Act.
3. Pursuant to Act, the Agency may proceed to carry out the Official Plan upon its adoption.
4. This ordinance shall become effective 15 days after its passage.

APPROVED AND ADOPTED this February 2, 2022.

Attest:

Clerk


Chair



PROJECT AREA LEGAL DESCRIPTION

Parcel 1

THE WEST HALF OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 3 WEST, SLM. CONTAINING 320 ACRES, MORE OR LESS.

Parcel No. 07-090-0003

Parcel 2

LOTS 1 AND 2 AND THAT PART OF LOT 3 LYING EASTERLY OF THE 100FT RR ROW IN SECTION 4, TOWNSHIP 13 NORTH, RANGE 3 WEST, SLM. CONTAINING 96.83 ACRES, MORE OR LESS.

Parcel No. 07-091-0006

Parcel 3

THE SOUTHWEST QUARTER, WEST HALF OF NORTHEAST QUARTER AND WEST HALF OF SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN.

Parcel No. 08-056-0003

Parcel 4

THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN.

Parcel No. 08-055-0007

Parcel 5

AN APPROXIMATE FOUR-ACRE PARCEL LOCATED IN THE NORTHWEST CORNER OF THE FOLLOWING DESCRIBED REAL PROPERTY:

BEG AT A PT 1790 FT N OF SW COR OF SEC 10, TWP 13N, R 3W, SLM, RUNNING E 925 FT, S 13°E 538 FT, S 78°35'E 326 FT TO A PT ON 1/4 SEC LINE, N 2470 FT, E 80 RDS, N 100 RDS, W 160 RDS, S 2490 FT TO BEG. LESS 12 FT BY 160 RDS ALG N SIDE. LESS: TRACT DEEDED TO G GARTH JOSEPHSON ETAL. LESS: TRACT DEEDED TO NUCOR CORP. CONT 146.23 ACRES.

ADDITIONAL AREA:

Tract 1:

The East Half of the Northeast Quarter of Section 33, Township 14 North, Range 3 West, Salt Lake Meridian.

TAX ID :08-055-0004

Tract 2:

The West Half of the Northwest Quarter of Section 34, Township 14 North, Range 3 West, Salt Lake Base and Meridian.

TAX ID :08-056-0001

Tract 3:

(07-090-0013)

LOT 2 OF SECTION 3 TOWNSHIP 13 NORTH, RANGE 3 WEST, SLM. CONTAINING 39.8 ACRES, MORE OR LESS. LESS A PARCEL WARRANTED TO NUCOR CORPORATION AT BOOK 872 PAGE 404A BOX ELDER COUNTY CONTAINING 8 ACRES. LEAVING 31.8 ACRES, MORE OR LESS.

ORDINANCE NO. 549

AN ORDINANCE OF BOX ELDER COUNTY SUBDIVIDING PROPERTY LOCATED AT APPROXIMATELY 13465 NORTH EAST GARLAND ROAD IN UNINCORPORATED BOX ELDER COUNTY INTO A SINGLE FAMILY DWELLING UNIT PARCEL AND AN AGRICULTURAL LAND PARCEL (PIERSON AGRICULTURAL SUBDIVISION) PURSUANT TO THE PROVISIONS OF §17-27A-605(5) OF THE UTAH CODE.

WHEREAS, the property owners have requested that the property be subdivided into a single family dwelling parcel and an agricultural parcel as per Utah State Code §17-27a-605(5); and

WHEREAS, the Box Elder County Planning Commission scheduled a public meeting on the petition to subdivide the property and provided notice of the public meeting by posting it on the county's official website and the State of Utah public notice website; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice held a public meeting on January 20, 2022, to review and discuss this proposed subdivision; and

WHEREAS, after reviewing and discussing the proposed subdivision, the Box Elder County Planning Commission has found and determined that the proposed subdivision is in conformity with §17-27a-605(1) in that the proposed subdivision, is not traversed by the mapped lines of a proposed street as shown in the general plan and does not require the dedication of any land for street or other public purposes, has been approved by the culinary water authority and the sanitary sewer authority, is located in a zoned area, and conforms to all applicable land use ordinances; and

WHEREAS, the Box Elder Planning Commission has further found and determined that the proposed subdivision is in conformity with §17-27a-605(5) in that the parcel contains an existing legal single family dwelling unit, the subdivision results in two parcels, one of which is agricultural land, the agricultural parcel qualifies as land in agricultural use under §59-2-502 and is not used and will not be used for non-agricultural purposes, both the parcel with an existing legal single family dwelling unit and the parcel of agricultural land meet the minimum area, width, frontage, and setback requirements of the applicable zoning designation, in the applicable land use ordinance, the owner of record of the parcels will complete, sign and record with the Box Elder County Recorder a notice which describes the parcel of agricultural land by legal description and states that the parcel of agricultural land is created as land in agricultural use as defined in §59-2-502, and will remain as land in agricultural use until a future zoning change permits another use; and

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

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on February 2, 2022, to review and discuss this proposed subdivision as well as the findings and recommendation of the Box Elder County Planning Commission; and

WHEREAS, after reviewing and discussing the proposed subdivision and the findings and determinations of the Box Elder County Planning Commission, the Box Elder County Commission adopts and incorporates the findings of the Box Elder County Planning Commission as set forth above; and

WHEREAS, based upon these findings and conclusion, the Box Elder County Commission hereby approves the proposed subdivision;

NOW THEREFORE, the County Legislative Body of Box Elder County ordains as follows:

SECTION 1: Subdivision. The parcel is hereby authorized to be subdivided into a single family dwelling unit parcel and an agricultural parcel more specifically described as follows:

- EXHIBIT A (Existing parcel legal description)
- EXHIBIT B (New subdivided single family dwelling unit parcel legal description)
- EXHIBIT C (New subdivided agricultural parcel legal description)

SECTION 2: Owner of Record to Complete, Sign and Record Notice. In order to complete this subdivision, the owner of record shall complete, sign and record with the Box Elder County Recorder a notice describing the Agricultural Parcel by legal description and stating that the Agricultural Parcel has been created as land in agricultural use, as defined in §59-2-502 of the Utah Code, and will remain as land in agricultural use until a future zoning change permits another use.

SECTION 3: Effective Date. This ordinance shall become effective fifteen (15) days after its passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 2nd day of February, 2022, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Hadfield	Voting <u>Aye</u>
Commissioner Summers	Voting <u>Aye</u>
Commissioner Scott	Voting <u>Aye</u>



Jeffrey P. Scott
Box Elder County Commission - Chair

Attest:

Marla Young
Box Elder County Clerk

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

On this 2nd day of February, 2022, personally appeared before me, the undersigned notary public, **Jeff Scott**, 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 a **County 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 Marla Young

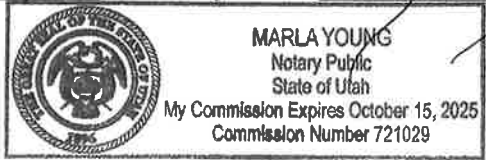


EXHIBIT A

BEG AT PT 2462.59 FT E ALG SEC/L & 566.54 FT S FRM NW COR SEC 25 T12N R03W SLM. THENCE E 1440.03 FT, S 12°00'00" W 299.47 FT, S 23°24'35" W 168.60 FT, N 89°58'26" W 200.00 FT, S 23°24'35" W 170.00 FT, N 89°58'26" W 1142.15 FT, N 09°18'50" E 611.11 FT TO POB.

LESS: [06-053-0110] LOT 01, WESLEY PIERSON SUBDIVISION

LESS: [06-053-0126] LOT 01, REBECCA HODGE SUBDIVISION

EXHIBIT B

A PART OF THE NORTHEAST QUARTER OF SECTION 25, T12N.R3W, SLB&M, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST RIGHT-OF-WAY LINE OF EAST GARLAND ROAD AT A POINT 3825.19 FEET S 89°59'51" E (RECORD EAST) ALONG THE SETION LINE (BASIS OF BEARING) AND 893.48 FEET SOUTH FROM THE NORTHWEST CORNER OF SECTION 25, T12N, R3W, SLB&M AND RUNNING THENCE S 23°24'35" W 131.84 FEET ALONG SAID WEST RIGHT-OF-WAY; THENCE N 89°59'51" W 280.57 FEET; THENCE NORTH 145.35 FEET; THENCE N 89°01'54" E 108.00 FEET; THENCE SOUTH 30.00 FEET; THENCE N 89°01'54" E 225.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.90 ACRES MORE OR LESS.

EXHIBIT C

BEG AT PT 2462.59 FT E ALG SEC/L & 566.54 FT S FRM NW COR SEC 25 T12N R03W SLM. THENCE E 1440.03 FT, S 12°00'00" W 299.47 FT, S 23°24'35" W 168.60 FT, N 89°58'26" W 200.00 FT, S 23°24'35" W 170.00 FT, N 89°58'26" W 1142.15 FT, N 09°18'50" E 611.11 FT TO POB.

LESS: [06-053-0110] LOT 01, WESLEY PIERSON SUBDIVISION

LESS: [06-053-0126] LOT 01, REBECCA HODGE SUBDIVISION

LESS: A PART OF THE NORTHEAST QUARTER OF SECTION 25, T12N.R3W, SLB&M, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST RIGHT-OF-WAY LINE OF EAST GARLAND ROAD AT A POINT 3825.19 FEET S 89°59'51" E (RECORD EAST) ALONG THE SETION LINE (BASIS OF BEARING) AND 893.48 FEET SOUTH FROM THE NORTHWEST CORNER OF SECTION 25, T12N, R3W, SLB&M AND RUNNING THENCE S 23°24'35" W 131.84 FEET ALONG SAID WEST RIGHT-OF-WAY; THENCE N 89°59'51" W 280.57 FEET; THENCE NORTH 145.35 FEET; THENCE N 89°01'54" E 108.00 FEET; THENCE SOUTH 30.00 FEET; THENCE N 89°01'54" E 225.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.90 ACRES MORE OR LESS.

**BOX ELDER COUNTY LANDFILL
TIPPING FEES EFFECTIVE APRIL 1, 2022**

PRICE PER TON

Municipal Solid Waste (Household trash)	code MSW.....	\$34
Industrial Waste (manufacturing waste)	code IND	\$34
Construction & Demolition Waste	code C&D.....	\$34
Clean Concrete (separated for recycling)	code CON-5.....	\$17
Roofing Material (no garbage, separated)	code ROOF.....	\$17
Contaminated Soil (oil & gas contaminated)	code DSL.....	\$85
Paperfines Daily Cover proctor & gamble	code PADC.....	\$15
Organic waste (sawdust, seed, organic material)	code ORG.....	\$15
Non-hazardous Wastewater	code WW.....	\$85
Ash	code ASH.....	\$15
Asphalt	code AS.....	\$15
Contaminate Material (oily rags, shop waste)	code CMAT.....	\$85

PRICE PER EACH

General Public (residential waste non-weighable)	code PUB.....	\$10
Dead Animals (per animal)	code DOG.....	\$7
Passenger Tires (16" or smaller)	code TIRE-P.....	\$5
Truck Tires	code TIRES-T.....	\$5
Tractor Tires	code IMP.....	\$20
Refrigerants (ANY appliance having once contained Freon)		\$20

ADDITIONAL INFORMATION

Box Elder Residents are allowed to unload up to 5 passenger/truck tires for free with proof of residency.
 All loads coming into the landfill must be covered with a tarp and secured or PAY an additional \$10
 Punch Passes are available to County Residents for a discounted tipping fee rate
 Box Elder County Landfill is a USED OIL recycler. We accept used oil (up to 55 gallons) for no charge
 to residents (no business owners)

Location: 9595 West 6800 North, Tremonton Utah 84337
 Phone number: (435) 744-2275
 Landfill Director: Gina Nelson email address: gallen@boxeldercounty.org
 Website: www.boxeldercounty.org/landfill
 Facebook page: Box Elder County Landfill