

**MINUTES
BOX ELDER COUNTY COMMISSION
NOVEMBER 22, 2022**

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 **November 22, 2022**. The following members were present:

Jeff Scott	Chairman
Stan Summers	Commissioner
Jeff Hadfield	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 11:22 a.m.

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

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

The prayer was offered by Chairman Scott.

The Pledge of Allegiance was led by Attorney Stephen Hadfield.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF NOVEMBER 2, 2022 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SUMMERS, SECONDED BY COMMISSIONER HADFIELD AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

UAC Fall Conference - Commissioner Summers

~~Commissioner Summers reported the Commissioners recently went to the UAC Fall Conference. He said there was a lot of good information shared. He stated the keynote speaker gave a great inspiring message.~~

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

Introduction of new Fire Marshal - Chairman Scott

Chairman Scott introduced Kevin Lloyd as the new County Fire Marshal.

ARPA

Chairman Scott stated they have received a couple of new requests to review.

Commissioner Summers stated they need to look into building restrooms at the spiral jetty as it has become a community health issue.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Gift to the Community Report-Brandon Vonk

Brandon Vonk, Administrator of Bear River Valley Hospital, gave a presentation of the past year at Bear River Valley Hospital. He gave statistics of services given. He said they will be adding a new rehab center which will allow the hospital to grow and expand additional services. He stated they are also expanding the emergency room services.

Chairman Scott expressed appreciation for the services provided by the hospital.

ATTORNEY'S OFFICE

Project Approval for ARPA Funds Purchase- New Prosecuting Attorney due to Covid setbacks/case overload -County Attorney Steve Hadfield

Attorney Stephen Hadfield said they have a new attorney and there was some confusion on where funds would come from for the furniture for the new attorney. He asked the commission to consider using ARPA funds for the purchase.

COMMISSIONERS

Mosquito Abatement Proposed Tax Increase-Commissioners

Commissioner Summers stated the Mosquito Abatement is going through the process of a tax increase. He stated that he as a board member voted no for the increase.

Indigent Burial Jack Richard Rich from Rudd Funeral Home-Commissioners

Commission Secretary Chrisee Bennett explained they have received a request for indigent burial costs from Rudd Funeral Home. They have gone through all the necessary steps.

MOTION: Commissioner Hadfield made a motion to approve the indigent burial for Jack Richard Rich. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield voting Yea.

Commissioner Hadfield had to leave for a family commitment.

Letter of Support for Tremonton for the Rural Communities Opportunity Grant-Commissioner Summers

Commissioner Summers explained Tremonton City is applying for a grant to do more for their Main Street Project. He suggested the Commission send a letter of support to the grant committee.

MOTION: Commissioner Summers made a motion to send a letter of support on behalf of Tremonton City for the Rural Communities Opportunity Grant. The motion was seconded by

Chairman Scott and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

ATTACHMENT NO. 2 - Letter of Support for Rural Communities Opportunity Grant

Letter of Support from Economic Development for Broadband Development-Commissioner Summers

Commissioner Summers recommended the Commission send a letter of support to Bear River Canal Company for efforts to bring broadband to many parts of the county as broadband is necessary and a huge endeavor.

MOTION: Commissioner Summers made a motion to send a letter of support for broadband services. The motion was seconded by Chairman Scott and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

ATTACHMENT NO. 3 - Letter of support to Bear River Canal Company

Economic Opportunity Rural County Grant Contract #22-38-Commissioners

Commissioner Summers explained that there was a bill a couple years back that removed tax incentives and would give a lump sum to counties for economic development opportunities. Contract #22-38 is between the county and the state for those monies in the amount of \$200,000.00.

MOTION: Commissioner Summers made a motion to approve Contract #22-38. The motion was seconded by Chairman Scott and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

ATTACHMENT NO. 4 - Contract #22-38

COMMUNITY DEVELOPMENT

New Ponderosa Subdivision 1-lot-Scott Lyons

Community Development Director Scott Lyons explained the New Ponderosa Subdivision is located in the Thatcher/Penrose area and has been through all applicable departments for review.

MOTION: Commissioner Summers made a motion to approve the New Pondersoa Subdivision 1-Lot. The motion was seconded by Chairman Scott and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

TH Subdivision 1-lot-Scott Lyons

Community Development Director Scott Lyons presented the TH Subdivision for approval. He stated it is a 1-lot subdivision located between Tremonton and Garland at 12365 N Hwy 13. The plat has been through necessary department reviews.

MOTION: Commissioner Summers made a motion to approve the TH Subdivision. The motion was seconded by Chairman Scott and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

Ordinance #570-the Orchards R-1-20 to MPC Rezone with Development Agreement-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #570 regards a request that came before the Commission at the last meeting. The Commission approved the rezone subject to attorney approval. Revisions have been made and the County Attorney's office is reviewing. The ordinance has been drafted but the attachments are not quite ready.

MOTION: Commissioner Summers made a motion to approve Ordinance #570 subject to the approval of the County Attorney and staff. The motion was seconded by Chairman Scott and unanimously carried on a roll call vote of Chairman Scott voting yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

Corridor Preservation Fund- Tremonton City Project CPF22-01-Scott Lyons

Community Development Director Scott Lyons explained Project #CPF22-01 is with Tremonton City aka Rocket Road (12000 South) Expansion. The request is to acquire extra right of way property for the expansion. The request has been approved through the COG for \$38,971.90 with Tremonton City contributing the remainder. The project has been reviewed and meets the required criteria.

MOTION: Commissioner Summers made a motion to approve the Corridor Preservation Project #CPF22-01. The motion was seconded by Chairman Scott and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

Corridor Preservation Fund- Amend Tremonton City Project CPF21-06-Scott Lyons

Community Development Director Scott Lyons explained Tremonton City has asked to amend Project #CPF21-06 for additional funding on BR Mountain Road Phase 3. Costs are going to be more than originally requested. He said another project came in much lower than anticipated so the COG has approved the amendment to this project. The project has met the required criteria.

MOTION: Commissioner Summers made a motion to approve the amended Project #CPF21-06. The motion was seconded by Chairman Scott and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

ROAD DEPARTMENT

Water Contract #22-36 Shane Holmgren-Darin McFarland

Road Supervisor Darin McFarland explained the contract is with Shane Holmgren to purchase water for road projects.

MOTION: Commissioner Summers made a motion to approve Contract #22-36. Chairman Scott seconded the motion. The motion carried unanimously on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

ATTACHMENT NO. 5 - Contract #22-36

Gravel Lease Contract #22-37 Shane Holmgren- Darin McFarland

Road Supervisor Darin McFarland explained the contract is with Shane Holmgren to purchase gravel for road projects.

MOTION: Commissioner Summers made a motion to approve Contract #22-37. Chairman Scott seconded the motion. The motion carried unanimously on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

ATTACHMENT NO. 6 - Contract #22-37

HUMAN RESOURCES

Resolution #22-12– URS Firefighter Retirement System-Jenica Stander

HR Jenica Stander explained with hiring a full time fire chief the county may provide the benefit of the Firefighter Retirement System. Resolution #22-12 approves the retirement.

MOTION: Commissioner Summers made a motion to approve Resolution #22-12. The motion was seconded by Chairman Scott and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

ATTACHMENT NO. 7 - Resolution #22-12

JUSTICE COURT

Recertification the Justice Court Resolution #22-13-Judge Christensen

Attorney Stephen Hadfield read a letter defining the requirements of recertifying the Justice Court. He said that statutory requirements and statement requirements have been met. He has given an opinion letter from counsel.

MOTION: Commissioner Summers made a motion to approve Resolution #22-13 to recertify the Justice Court. The motion was seconded by Chairman Scott and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Summers voting Yea, and Commissioner Hadfield was absent.

ATTACHMENT NO. 8 - Resolution #22-13

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 119205 through 119281 in the amount of \$718,092.48, with voided claims 119081, 113428, 119170, 119077, 113010, 113324, 113365, 113379, 113445, 113559, 113573, 113703, 114015, 114084, 114349, 114603, 114751, 114879, 114985, 115283, and 115480. Claim numbers 119282 through 119333 in the amount \$204,831.38 and claim numbers 119334 through 119385 in the amount of 481,997.24.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

NEWMAN, SPENCER	FIRE	CELL PHONE ALLOWANCE	11/16/2022
GILSON, WILLIAM	ROADS	COMPENSATION CHANGE	10/30/2022
HANSEN, MARCI JO	JUSTICE COURT	COMPENSATION CHANGE	10/27/2022
THOMAS, CRAIG	EMERGENCY MGMT	VOLUNTEER	11/22/2022
FARNSWORTH, BRAD	EMERGENCY MGMT	VOLUNTEER	11/22/2022
MILLETT, JOSH	EMERGENCY MGMT	VOLUNTEER	11/22/2022
STEVER, DORENE	EMERGENCY MGMT	VOLUNTEER	11/22/2022
BERRY, ERIC	ROADS	COMPENSATION CHANGE	11/02/2022
NESSEN, NICHOLAS	SHERIFF'S DEPARTMENT	SEPARATION	11/19/2022
MARTINEZ, CALEB	SHERIFF'S DEPARTMENT	COMPENSATION CHANGE	11/10/2022
SMITH, JESSICA	RECORDER	COMPENSATION CHANGE	11/13/2022
SCOTT, JOSHUA	SHERIFF'S DEPARTMENT	COMPENSATION CHANGE	11/11/2022
HANSEN, MARCI JO	JUSTICE COURT	COMPENSATION CHANGE	10/27/2022
ERICKSON, TY	ASSESSOR	COMPENSATION CHANGE	11/16/2022
BROWN, CHRISTINA	ASSESSOR	COMPENSATION CHANGE	11/16/2022
HEWLETT, ROBERT	CLERK	NEW HIRE	11/08/2022
HEWLETT, LORI	CLERK	NEW HIRE	11/03/2022

CLOSED SESSION

Strategy session to discuss the character, professional competence, or physical or mental health of an individual.

MOTION: At 12:36 a motion was made by Commissioner Summers to move into a closed session. The motion was seconded by Chairman Scott and unanimously carried.

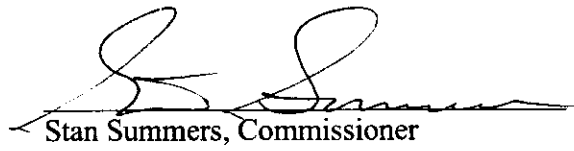
MOTION: At 12:51 a motion was made by Commissioner Summers to reconvene into regular commission meeting. Chairman Scott seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

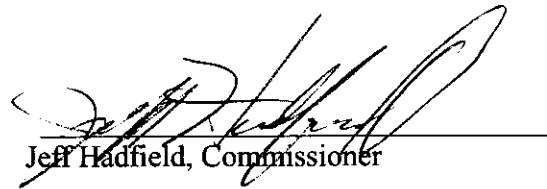
ADJOURNMENT

A motion was made by Commissioner Summers to adjourn. Chairman Scott seconded the motion, and the meeting adjourned at 12:51 pm.

ADOPTED AND APPROVED in regular session this 21st day of December 2022.

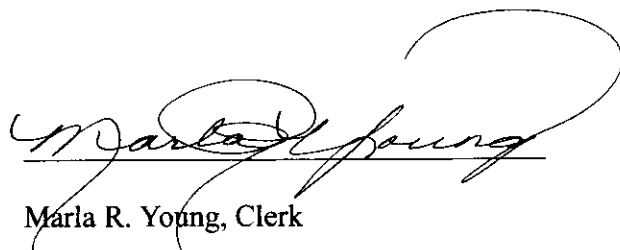

Jeff Scott, Chairman


Stan Summers, Commissioner


Jeff Hadfield, Commissioner



ATTEST:


Marla R. Young, Clerk

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 Tuesday November 22, 2022 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah. This agenda has been amended and includes an additional item.

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 Scott
- B. Pledge of Allegiance Given by: Anne Hansen
- C. Approve Minutes 11-02-2022

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 11:38 Gift to the Community Report-Brandon Vonk

8. ATTORNEY'S OFFICE

- A. 11:40 Project Approval for ARPA Funds Purchase- New Prosecuting Attorney due to Covid setbacks/case overload.-County Attorney Steve Hadfield

9. COMMISSIONERS

- A. 11:50 Mosquito Abatement Proposed Tax Increase-Commissioners
- B. 11:52 Indigent Burial Jack Richard Rich from Rudd Funeral Home-Commissioners
- C. 11:54 Letter of Support for Tremonton for the Rural Communities Opportunity Grant-Commissioner Summers
- D. 11:56 Letter of Support from Economic Development for Broadband Development-Commissioner Summers
- E. 11:58 Economic Opportunity Rural County Grant Contract #22-38-Commissioners

10. COMMUNITY DEVELOPMENT

- A. 12:02 New Ponderosa Subdivision 1-lot-Scott Lyons
- B. 12:04 TH Subdivision 1-lot-Scott Lyons
- C. 12:06 Ordinance 570-the Orchards R-1-20 to MPC Rezone with Development Agreement-Scott Lyons
- D. 12:16 Corridor Preservation Fund- Tremonton City Project CPF22-01-Scott Lyons
- E. 12:18 Corridor Preservation Fund- Amend Tremonton City Project CPF21-06-Scott Lyons

11. ROAD DEPARTMENT

- A. 12:20 Water Contract #22-36 Shane Holmgren-Darin McFarland
- B. 12:22 Gravel Lease Contract #22-37 Shane Holmgren- Darin McFarland

12. HUMAN RESOURCES

- A. 12:24 Resolution #22-12- URS Firefighter Retirement System-Jenica Stander

13. JUSTICE COURT

- A. 12:28 Recertification the Justice Court Resolution #22-13-Judge Christensen

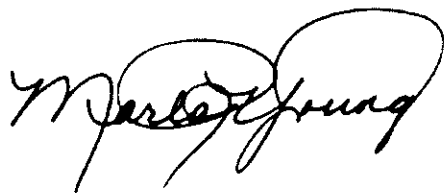
14. WARRANT REGISTER

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

16. CLOSED SESSION

17. ADJOURNMENT

Prepared and posted this 18th day of November, 2022. Mailed to the Box Elder News Journal and the Leader on the 18th of November, 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 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.

COUNTY COMMISSIONERS

November 12, 2022

Rural Communities Opportunity Grant Committee,

To Whom It May Concern:

The Box Elder County Economic Development Department has reviewed the proposed Grant Application from Tremonton City Corporation for the Rural Communities Opportunity Grant. Box Elder County Economic Development Department supports and recommends the approval of Tremonton City Corporation's grant application.

Box Elder County Economic Development Department supports and encourages all the proposed projects in Tremonton City Corporation's grant applications. The goal being able to provide and support vitality and viability to its Main Street and local businesses. We are of the belief that an entire community can be judged based on the quality and vibrancy of its Main Street.

Box Elder County shares Tremonton City's objective to improve Midland Square. Through the various enhancements mentioned in their grant application, specifically the amphitheater, additional power pedestals for vendors, a public restroom and more soft and hard landscaping will add the necessities, character and ambiance to the appearance of Tremonton City that draws people to Main Street and the Downtown Areas.

Box Elder County maintains the same objective as Tremonton City as to how they need to capitalize on their biggest tourism draw, the Box Elder County Fair. Over 100,000 people attend the parade, fair and rodeo causing the county's sales tax to increase 18 percent during this event. This economic impact needs to spill over into the Main Street merchants. Through an enhanced appearance of Midland Square economic growth can be achieved.

Box Elder County along with Tremonton City's primary objective is to increase economic prosperity, support local businesses, enhance the city's identity and promote tourism on Main Street through reimagining Midland Square as a plaza and creating a nucleus for the Downtown Areas.

Sincerely,



Jeff Scott, Chair
Box Elder County Commission

Jeff Hadfield
Commissioner



Stan Summers
Commissioner



COUNTY COMMISSIONERS

November 16, 2022

Bear River Canal Company,

To Whom It May Concern:

The Box Elder County Commissioners are in full support of the efforts made to bring broadband fiber optics to the rural communities of Box Elder County. Box Elder County Commissioners would appreciate full support from all entities within the county to achieve this goal.

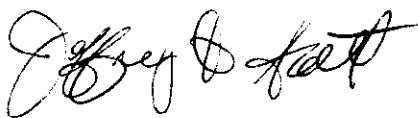
We encourage all to work cooperatively for the purpose of giving our rural county residents the opportunity to receive access to the internet within their homes and businesses. We are of the belief that the entire county deserves quality service and the ability to access the internet.

Box Elder County Commissioners trust that there be a shared objective as to improve these rural areas. This needs to be a collective effort from all County Entities. Through the various grants, fee waivers and property easements without any monetary penalties or payment compensation collected. This broadband infrastructure will add the necessary fiber optics to allow service to all rural residents. That will not only improve their lives but their livelihood as well.

Box Elder County maintains the same objective as Beehive Broadband, AT&T Broadband and others as to how they need full cooperation from all County Entities to achieve this effort to reach our rural communities and offer the full value of their services. The impact and benefits that will potentially reach these residents will be substantial. These needs of our rural communities need to come first. The goal being to increase prosperity and quality of life.

Box Elder County County expects there to be no barriers in these efforts and presume all involved will act accordingly and professionally in this community endeavor.

Sincerely,



**Jeff Scott, Chair
Box Elder County Commission**

**Jeff Hadfield
Commissioner**



**Stan Summers
Commissioner**





STATE OF UTAH CONTRACT
The Governor's Office of Economic Opportunity
Rural County Grant Contract

1. **CONTRACTING PARTIES:** This Rural County 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 "Go Utah", and the following Grantee:

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

Contact Person: Patrick Mullen
 Contact Phone:
 Contact Email: patrick@uacnet.org
 Legal Status of Contractor: Governmental Agency
 Vendor #: VC0000128922

2. **THE GENERAL PURPOSE OF THIS CONTRACT:** The purpose of this contract is to provide a conditional grant to Grantee under the Rural County Grant ("RCG") program. The RCG program is intended to empower rural county governments to manage their own economic development opportunities and to take responsibility for planning, projects, and activities that will lead to improved economies and is designed to address economic development needs, which may include business recruitment, development and expansion, workforce training and development and infrastructure and capital facilities improvements for business development.
3. **AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-4-802 et seq and Utah Administrative Rule R357-29.
4. **CONTRACT PERIOD:** This Contract shall remain in effect until all obligations of this Contract have been performed by Grantee not to exceed twelve (12) months from the effective date shown below.

Effective date: July 1, 2022.
 Termination date: June 30, 2023.

5. **CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award of up to \$200,000.00, which represents the maximum amount that will be awarded under this Contract.

Fund: <u>1000</u>	Unit: <u>6321</u>
Appropriation: <u>COD</u>	Commodity Code: <u>99999</u>

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, 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 and Attachment C which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in this Contract and the costs allowable under this Contract and the 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: July 1, 2022
Ending date: June 30, 2023
- d) Grantee agrees that any material changes to the Project Proposal, Scope of Work, Deliverables and Outcome, Timeline and Budget as stated in Attachment C must be approved by the State. Grantee further agrees that such changes may require an amendment to the Contract as determined solely by the State.
- e) Grantee is a Rural County in the State of Utah of the third, fourth, fifth, or sixth class, as defined in Utah Code section 17-50-501.
- f) Grantee agrees to create and maintain a functioning County Economic Opportunity Advisory Board (“CEO Board”) as defined in Utah Code section 63N-4-803.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants Between Government Entities
Attachment B: Rural County Grant Terms and Conditions
Attachment C: Project Plan

Any conflicts 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.

[The remainder of this page is intentionally left blank]



**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS
BETWEEN GOVERNMENT ENTITIES Standard Terms and Conditions for Grants between
Government Entities**

1. DEFINITIONS: The following terms shall have the meanings set forth below:

1. "**Contract**" means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
2. "**Grant Money**" means money derived from State fees or tax revenues that are owned, held, or administered by the State.
3. "**Grantee**" means the individual or entity which is the recipient of Grant Money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
4. "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
5. "**State**" means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
6. "**SubGrantees**" means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee'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, Grantee and all acts 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:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee's performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee 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. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract 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.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (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 workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached



to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State 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'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.
11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
15. **ASSIGNMENT:** Grantee 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.
16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State 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 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 Grantee's liability, such limitations of liability will not apply to this section.
19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have 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.
20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **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's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
22. **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 or defect in the Services that has not been cured.
23. **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.

24. **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: 21 March 2019)

[The remainder of this page is intentionally left blank]



ATTACHMENT B: RURAL COUNTY 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 herein. Grant Money awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** Grantee is a rural county in the State of Utah of the third, fourth, fifth, or sixth class as defined in Utah Code 17-50-501.
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 100% of the Contract Amount to be disbursed prior to full completion of Grantee's project.
 - c) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
4. **REPORTING REQUIREMENTS:** On or before September 1 of each year, a Grantee that has received an RCG in the previous fiscal year shall provide a written report to the Rural Opportunity Advisory Committee. Each CEO Board within a county shall assist and advise the county legislative body in preparing reporting requirements for grant money received by a rural county and as required by the Rural Opportunity Advisory Committee. This reporting requirement must be completed and approved before new funds can be awarded and distributed.
5. **DISTRIBUTION OF FUNDS:** The Contract Amount shall be distributed to Grantee after approval of Grantee's previous year annual report, if applicable, and after this Contract is fully signed and executed. Grantee shall submit an invoice to the State for payment of the Contract Amount.
6. **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.
7. **ACCESS TO DATA:** At State's request, Grantee shall allow State access to data and information about the project in order to assess progress and to ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
8. **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.
9. **STATE CONTACT PERSON:** The State designates the current Associate Director of the Center for Rural Development at Go Utah 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.
10. **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.
11. **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.



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

[The remainder of this page is intentionally left blank]



ATTACHMENT C: PROJECT PLAN

SCOPE OF WORK:

The Box Elder County Economic Development Board (BECED) appreciates the opportunity to apply for the FY2023 Rural County Grant Program. The BECED has made several strides in regional growth over the past year securing several company expansions, delivering critical broadband infrastructure, and assisting several large-scale development projects. The Rural County Grant Program has been a valuable resource in assisting in these efforts. The Rural County Grant Program Initiatives for FY2023 are:

1. **Multi-County Regional Growth Coordination** – Box Elder Commissioners and BECED plan to form a regional partnership through the Bear River Association of Governments (BRAG) that will include Box Elder, Rich and Cache Counties. BECED will provide a portion of its grant funds to support this effort.
2. **Bear River Regional Freight Mobility Plan** – BECED is going to provide funding to BRAG to conduct the Bear River Regional Freight Mobility Plan. The plan will address several logistical, infrastructure, land use and economic impact issues from the area's recent significant population and industry growth.
3. **Industrial & Logistics Infrastructure Development** – BECED has identified areas in the county that are primed for industrial development and/or expansion but require some type of infrastructure component such as a rail spur. BECED will run a process to identify multiple sites in the county and create an infrastructure development plan with cost estimates for each site.
4. **Private Capital Incentive Program** – BECED will develop a county wide tax incremental plan with several project areas, which will be used to attract private investment into the County. The plan will be presented to the taxing entities to gain their support. Once this process is completed, the County will create community reinvestment areas to provide potential incentives for desired development.

The goals and benchmarks for each project are as follows:

1. **Multi-County Regional Growth Coordination** – This partnership will combine individual economic development (ED) efforts, sharing both financial and human resources to increase efficiency as well as coordinate business creation, retention, and attraction activities towards a regional perspective. Existing ED personnel would then operate as a coordinated team, sharing their skills and experience among all BRAG counties.
2. **Bear River Regional Freight Mobility Plan** – The goal of this plan will be to create a set of strategic recommendations and guidance that outlines decision-making processes and targeted regional actions and policies for priority investments within both urban and rural environments of Bear River Region. Further, the Bear River Regional Freight Mobility Plan developed under this project will be in conformance with federal recommendations and guidelines, and planned in accordance for inclusion within the UDOT Unified Transportation Plan.
3. **Industrial & Logistics Infrastructure Development** – The goal of this effort is to prepare the county for industrial and logistics development by utilizing existing infrastructure assets like rail, and it will be coordinated by external efforts like the Utah Inland Port Authority and internal efforts like the Targeted Incentive Program. The benchmarks will be successful partnerships and the creation of project areas.
4. **Private Capital Incentive Program** – The goal with this project is to establish countywide support for economic development, and the benchmarks will be the creation of the policy and the establishment of at least one CRA.



All projects will be completed using a combination of existing county resources and appropriate consultants.

DELIVERABLES AND OUTCOME:

The goals and benchmarks for each project are as follows:

1. **Multi-County Regional Growth Coordination** – This project will benefit the entire county and all its residents by creating multi-county collaboration leading to sharing/leveraging of resources, joint advocating to state and federal partners, and improved regional infrastructure. existing businesses while also leading to a potential growth in remote working.
2. **Bear River Regional Freight Mobility Plan** – This planning process will provide a baseline for all transportation systems in the regions while also identifying existing and potential system links. By doing this, regional partners will be able to develop clear action steps for transportation development, which will directly benefit all businesses and residents in the county.
3. **Industrial Infrastructure** – This project will benefit the entire county population by targeting advanced manufacturing and logistics. It will also increase the employment base by 5% over a similar horizon.
4. **Private Capital Incentive Program** – This program will have the long-term benefit of establishing a countywide standard for economic development incentives and growing the county employment and tax base. It will potentially add 50 new jobs.

The proposed activities will affect the targeted areas as follows:

1. **Multi-County Regional Growth Coordination** – This project will directly affect the following directives of the Rural County Grant Program:
 - a. Business recruitment, development, and expansion – It will give more staff support for these efforts.
 - b. Workforce training and development – The regional team will create larger scaled programs
 - c. Infrastructure and capital facilities improvements for business development – The County will have more staff capacity to focus on this.
2. **Bear River Regional Freight Mobility Plan** – This project will directly affect the following directives of the Rural County Grant Program:
 - a. Business recruitment, development, and expansion – It will create improved transportation systems allowing for greater regional, national, and global market access.
 - b. Infrastructure and capital facilities improvements for business development – It will directly inform investment decisions.
3. **Industrial Infrastructure** – This project will directly affect the following directives of the Rural County Grant Program:
 - a. Business recruitment, development, and expansion – It will identify industrial development areas for this effort.
 - b. Infrastructure and capital facilities improvements for business development – It will quantify the capital costs for the development.
4. **Private Capital Incentive Program** – This project will directly affect the following directives of the Rural County Grant Program:
 - a. Business recruitment, development, and expansion – It establishes an incentive structure for this.
 - b. Infrastructure and capital facilities improvements for business development – It creates an incentive structure to build infrastructure and attract capital.



The success of each effort will be measured by the completion of the tasks explained in the previous sections.

BUDGET:

The estimated amounts for each project are provided in the budget sheet. The requested funds are going towards engaging required experts to complete each project, and we are not using any of the dollars for administration. The County's matching dollars will be used for administrative costs.

State of Utah
 Governor's Office of Economic Opportunity
 Rural County Grant Budget

County:
 Fiscal Year:

		\$ 200,000.00	
Count	Economic Development Project or Activity	Total Estimated Cost	Quantity of Grant Funds to be Used
1	Regional Growth Consultant	\$ 80,000.00	\$ -
2	Multi-County Regional Growth Coordination	\$ 50,000.00	\$ 50,000.00
3	Bear River Regional Frieght Mobility Plan	\$ 50,000.00	\$ 50,000.00
4	Industrial Infrastructure	\$ 50,000.00	\$ 50,000.00
5	Private Capital Incentive Program	\$ 50,000.00	\$ 50,000.00
6			
7			
8			
9			
10			
		\$ 280,000.00	\$ 200,000.00



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

BOX ELDER COUNTY GOVERNMENT

STATE OF UTAH

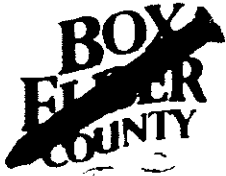
By: *Jeffrey D. Scott*
Name: Jeffrey D. Scott
Title: Commission Chair
Date: 11-22-2022

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name:
Date:
Utah Division of Finance
350 North State Street
Salt Lake City, UT 84114



WATER PURCHASE AGREEMENT

This Water Purchase Agreement is made and entered into by and between,

Shane Holmgren (hereinafter referred to as "Supplier") and
(Property Owner(s))

Box Elder County, a political subdivision of the State of Utah (hereinafter referred to as "Purchaser").

RECITALS

WHEREAS, Supplier is the legal owner of the water resources located upon real property situated in

Hansel Valley, UT, Water Right # T37332, Tax ID, #06-006-0028; and
(City) (State) (Number) (Property Tax ID #)

WHEREAS, Purchaser desires and has a need to purchase water from Supplier's water resources for the purpose of using such water on Box Elder County road projects located in the area; and

WHEREAS, both parties have agreed and intend to abide by the terms specified in this document, including the purchase price for the water.

NOW THEREFORE, based upon the above recitals and the consideration set forth below, Supplier and Purchaser do hereby agree as follows:

1. Supplier shall provide water to Purchaser as follows:
 - a. Supplier shall provide Purchaser with physical access to Supplier's water, and
 - b. Purchaser shall fill its own water tankers and trucks. Purchaser will provide advanced notice to Supplier prior to pumping.
 - c. Purchaser shall keep and maintain records of each load of water taken from Supplier's water.
 - d. Purchaser shall pay to Supplier the sum of seventeen dollars and fifty cents (\$17.50) per 4,000-gallons or thirty five dollars (\$35.00) for each 9,000-gallon tanker filled by Purchaser.
2. Purchaser shall provide Supplier with a spreadsheet showing the total loads of water used, provide an invoice, and provide a check for payment for these loads.
3. This agreement is effective until December 31st, 2027. Parties may renew the agreement in writing to extend the agreement end date, subject to Box Elder County Commission approval.

4. Supplier and Purchaser shall indemnify and hold each other harmless of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of any act of omission of the other part or the other party's employees or agents while on Supplier's property and in connection with the loading and hauling water from the Supplier's water site.

"Supplier"

DATED this _____ day of _____, 20____.

(Day)

(Month)

(Year)

(Seller Printed Name)

(Seller Signature)

DATED this _____ day of _____, 20____.

(Day)

(Month)

(Year)

Shane Holmgren
(Seller Printed Name)

Shane Holmgren
(Seller Signature)

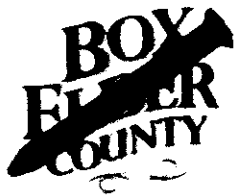
"Purchaser"

DATED the 22nd day of November, 2022.



By: Jeff Scott
Jeff Scott, Chairman
Box Elder County Commission

Marla Young
Marla Young
Box Elder County Clerk



GRAVEL LEASE AGREEMENT

This agreement made this 22 day of November 2022
(Day) (Month) (Year)

Between: Shane Holmgren, (435) 279-6309
(Name) (Phone)
5785 W. 5500 N. Bear River City UT 84301
(Street Address) (City) (State) (Zip)

Hereinafter called Lessor, and Box Elder County, a body politic, hereinafter called Lessee.

RECITALS:

WHEREAS, Lessor is the owner of that certain real property situated in Box Elder County particularly described in Exhibit "A" attached hereto; and
WHEREAS, Lessee is desirous of leasing said real property from Lessor for the purpose of excavating gravel for use on various road projects in the area; and
WHEREAS, Lessor and Lessee have agreed upon the terms and conditions for the lease of said real property and intend by this document to specify those term and conditions;
NOW THEREFORE, based upon the above recitals and the consideration set forth below, Lessor and Lessee do hereby agree as follows:

1. Lessor does hereby lease to Lessee that certain real property Tax ID number 05-008-0004 located at: 41.70585-112.84802.
2. The term of this lease as it applies to excavating material from the pit to produce useable road construction material, shall be from the date of execution of this agreement shall be from the date of the execution of this agreement until December 31st 2027.
3. The Leased Premises shall be used by Lessee for the excavation of material from the pit to produce useable road construction material, and Lessee may remove material from the Leased Premises in such manner in such amounts as Lessee may desire from time to time during the term of this Agreement.
4. A royalty of **\$1.00 per ton** shall be paid by Lessee to Lessor for the useable material removed from the site. Lessee shall keep records showing the amount of gravel removed from the Leased Premises.
5. The Lessee will produce and set in a separate pile, 150 ton of material for the Lessor's personal use.
6. Lessee shall pay any and all royalties owed to Lessor for removal of gravel from the Leased Premise.
7. Lessee hereby agrees to save and hold harmless the Lessor of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of any act or omission of the Lessee or any of Lessee's employees or agents in connection with the excavation of gravel pursuant to this Lease Agreement.

DATED this _____ day of _____, 20____.

(Day)

(Month)

(Year)

(Property Owner, Lessor signature)

STATE OF UTAH)
COUNTY OF BOX ELDER) ss

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County,

on this: _____ day of _____, 20____, personally appeared

(Day)

(Month)

(Year)

_____, who proved to me on the basis of satisfactory
(Property Owner, Lessor)

evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

DATED this 22nd day of November, 2022.

(Day)

(Month)

(Year)

Lessee

By: _____

Jeff Scott Chairman
Box Elder County Commission



Marla Young
Box Elder County Clerk

8. At the conclusion of the Gravel Lease Agreement, Lessee shall restore the Leased Premises as set forth in the Restoration Plan attached hereto as Exhibit "B". Restoration shall be completed within six (6) months of the termination of this Lease Agreement, and the Lessee shall have access to the Leased Premises following the termination of the Lease Agreement as may be reasonably necessary to implement the Restoration Plan.
9. The Lessee may store a stockpile of material in the pit after the termination of this Lease Agreement. The Lessee will pay the Lessor for the stored material as it is removed from the stockpile. If the Lessor desires to sell the leased premises, the Lessee will have one (1) calendar year to remove said stockpile After new owner provides written notice to remove it.
10. Lessee shall not change the real estate tax classification of the Leased Premises during the term of this Lease or as a result of Lessee's activities on the Leased Premises.
11. Lessee shall comply with all applicable local, state and federal regulations controlling or governing Lessee's activities upon the Leased Premises, including but not limited to any applicable environmental regulations, laws or rules.
12. The roads currently existing upon the Leased Premises and any roads built by Lessee during the term of this Agreement shall be left in reasonable condition at the termination of the Agreement, with currently existing roads to be left the same as their current condition.
13. Lessee shall not assign or sublet or attempt to assign or sublet, the Leased Premises or any part thereof, without the written approval of the Lessor first obtained in writing.
14. Lessee shall surrender and deliver up the Leased Premises at the end of the term of this Agreement or any extension hereof, except as specified otherwise herein.
15. Unless otherwise specifically provided herein, the terms and provisions hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
16. The Lessor acknowledges the pit is permitted for the Lessee's use and the Lessors personal use. Any expanded commercial use will need to go through the County Planning Process for further permitting.

BOX ELDER COUNTY

RESOLUTION NO. 22-12

A RESOLUTION REQUESTING ADMISSION TO THE FIREFIGHTERS
RETIREMENT SYSTEM

WHEREAS, Box Elder County is authorized to employ firefighter personnel on a full-time basis;

WHEREAS, it is in the public interest to provide benefits authorized by Utah state law for the firefighter personnel by the County;

WHEREAS, the County has a regularly constituted fire department with a fire chief who performs firefighter service for at least 2,080 hours of regularly scheduled paid employment per year;

WHEREAS, under [Utah Code § 49-16-202 (for Tier 1) § 49-23-202 (for Tier 2) ("Firefighters' Systems")] it is the intent of the Box Elder County Commission to approve and authorize coverage under Firefighters' Retirement Systems administered by Utah Retirement Systems for Box Elder County firefighter personnel;

WHEREAS, Box Elder County desires to formally pick-up a portion of the employee contributions required to be paid under the Firefighters' Retirement Systems (Tier 1 or Tier 2 Utah Code § 49-23-301(2)(c) for all County firefighter personnel who qualify to participate in the Firefighters' Systems;

NOW THEREFORE, be it resolved by the County Commission of Box Elder County, Utah that the Commissioners are authorized to undertake all of the necessary actions to enroll the County in the Firefighters' Retirement Systems administered by Utah Retirement Systems, including retirement and death benefit coverage for eligible firefighter service employees under Utah and federal law;

BE IT FURTHER RESOLVED that Box Elder County shall prospectively pick-up and pay required employee contributions for all eligible firefighter service employees who are members of the Firefighters' Retirement Systems in lieu of the employee contributions as follows (choose one):

ALL (This includes any potential future increases to employee contributions);
or
 % of salary;


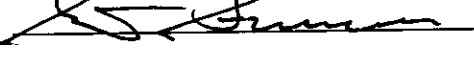
BE IT FURTHER RESOLVED that the picked-up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income withholding taxes, until distributed from the Utah Retirement Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code;

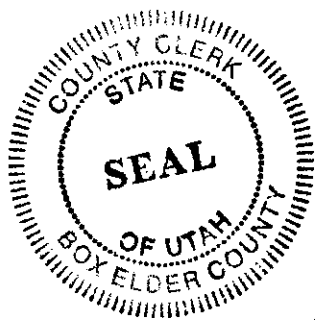
BE IT FURTHER RESOLVED that the picked-up contributions are a supplemental and not a salary reduction to the eligible firefighter service employees participating in the Firefighters' Systems; and

BE IT FURTHER RESOLVED that from and after the date of this pick-up election, a Box Elder County firefighter service employee may not have a cash or deferred election right with respect to the designated employee contributions, including that the employees may not be permitted to opt out of the pick up and may not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the County on behalf of its employees to the Utah Retirement System.

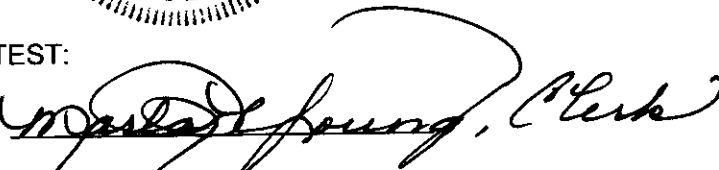
RESOLVED ADOPTED AND ORDERED by the County Commission of Box Elder County, Utah, this 22 day of November, 2022.

GOVERNING BODY
BOX ELDER COUNTY, UTAH



ATTEST:

By:  Clerk

APPROVED AS TO FORM:

By: _____

RESOLUTION NO. 22-13

**A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION
REQUESTING THE RECERTIFICATION OF THE BOX ELDER COUNTY
JUSTICE COURT.**

WHEREAS, the provisions of §78A-7-103 of the Utah Code require that justice courts be recertified at the end of each four-year term; and

WHEREAS, the term of the Box Elder County Justice Court shall expire on the 1st day of January, 2023; and

WHEREAS, the members of the Box Elder County Commission have received an opinion letter from Stephen R. Hadfield, the Box Elder County Attorney, which sets forth the requirements for the operation of a justice court and the feasibility of continuing to maintain the Box Elder County Justice Court; and

WHEREAS, the members of the Box Elder County Commission have determined that it is in the best interests of the residents of Box Elder County to continue to provide the Box Elder County Justice Court;

NOW THEREFORE, BE IT RESOLVED, by the County Commission of Box Elder County, State of Utah, acting as the legislative body of Box Elder County, with 2 members present and 2 members voting in favor thereof, as follows:

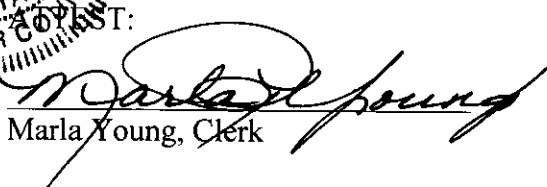
Section 1. Request for Recertification of Box Elder County Justice Court.

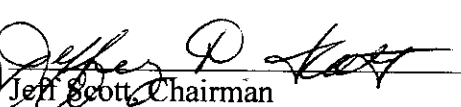
The Box Elder County Commission hereby requests recertification of the Box Elder County Justice Court by the Board of Justice Court Judges and the Utah Judicial Council.

Section 2. Expression of Willingness to Continue Meeting Requirements.

The Box Elder County Commission hereby affirms its willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the Box Elder County Justice Court for the next four-year term of court, except as to any requirements waived by the Judicial Council.

ADOPTED AND APPROVED in regular session this 22nd day of November, 2022.


Marla Young, Clerk


Jeff Scott, Chairman
Box Elder County Commission

