

**MINUTES
BOX ELDER COUNTY COMMISSION
DECEMBER 07, 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 4:45 p.m. on **December 07, 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 4:50 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 Hadfield.

The Pledge of Allegiance was led by HR Manager Jenica Stander.

APPROVAL OF MINUTES

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS - COMMISSION

There were no Administrative Review items discussed.

FORMER AGENDA ITEMS, FOLLOW UP - COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Issues discussed.

ARPA

There were no ARPA items discussed.

TOURISM OFFICE

Box Elder Tourism Council Yearly Report-Joan Hammer

Monica Holdaway, Tourism Chairperson, gave the tourism report on behalf of Joan Hammer. She reported that hotel tax revenue is still down but improving. International guests are starting to come back. The drought has caused some issues with many industries. She reported the Bird Refuge has had strong numbers of visitors as well as Willard Bay. She was accompanied by Lynette Crockett, County Social Media Specialist and reported that the social media game is strong and growing. She commended Ms. Crockett on the new tourism website and her efforts. They are looking forward to 2023 and anxious to see people traveling again. She thanked all their partners in the county for their efforts.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Bear River Water Conservancy Board Member Appointments-Carl Mackley

Carl Mackley, Bear River Water Conservancy District General Manager, stated they have four board members whose terms have expired. He explained one position has been filled by former Tremonton Mayor Roger Fridal and now Tremonton Mayor Lyle Holmgren will fill that position. He stated one term is for a Commissioner as Commissioner Scott was on the board. The other two terms are the positions that are currently held by Jay Carter representing West Box Elder County and Neil Capener representing Plymouth, Portage, Riverside, and Fielding areas. He stated both Jay Carter and Neil Capener are willing to continue and they have received requests from Tim Munns of Hansel Valley to replace Jay Carter and Brody Calder of East Garland to replace Neil Capener.

Commissioner Summers stated it is nice to see people wanting to serve.

There was discussion about term limits and how the board was set up. Carl Mackley said he will do some research.

The Commissioners discussed waiting until January to appoint a Commissioner to serve on the board.

MOTION: Commissioner Hadfield made a motion to appoint Lyle Holmgren, Tim Munns, and Brodie Calder to the Bear River Water Conservancy Board. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

AUDITOR'S OFFICE

2023 Proposed Budget Public Hearing-Shirlene Larsen

Auditor Shirlene Larsen gave a presentation regarding the 2023 proposed budget. She explained the different funds the county has. She presented that there was not going to be an increase in the health insurance and projected an 8.5 % cost of living increase for the employees.

Chairman Scott opened the public hearing

DeAnna Hardy of Brigham City stated she opposes the budget. She stated it doesn't matter who is elected, the agenda to increase the size of government continues. She said the Commission recently signed a contract with UAC to run Economic Development. She feels Economic Development needs to be defunded and healing needs to begin. She said the government should be helping by allowing people to keep their own money. She read a scripture. She stated that the government should turn away from their wicked and corrupt ways and eliminate socialist programs. She said she opposes the increase for the employees, they don't need an increase.

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

COMMISSIONERS

2023 Landfill and County Holiday Schedule-Commissioners

Commission Secretary Chrisee Bennett presented the 2023 holiday schedule for the Landfill and County.

MOTION: Commissioner Hadfield made a motion to approve the 2023 Landfill and County Holiday Schedule. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 2 - Landfill and County Holiday Schedule

2023 County Commission Meeting Schedule-Commissioners

Commission Secretary Chrisee Bennett presented the 2023 meeting schedule.

MOTION: Commissioner Summers made a motion to approve the 2023 Meeting Schedule. The motion was seconded by Commissioner Hadfield and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 3 - Meeting Schedule

Appoint UAC Representative-Commissioners

Chairman Scott explained they need to appoint a UAC representative to serve on the UAC board.

MOTION: Commissioner Summers made a motion to appoint Commissioner-elect Lee Perry to serve on the UAC Board. The motion was seconded by Commissioner Hadfield and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

Willard Flood Control Board New Member-Commissioners

Commissioner Hadfield stated they need to appoint a board member for the Willard Flood Control Board to replace Kent Nebeker. He thanked Kent for his years of service to the board. He stated Jay Thackeray has agreed to serve on the board.

MOTION: Commissioner Summers made a motion to appoint Jay Thackeray to the Willard Flood Control Board. The motion was seconded by Commissioner Hadfield and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

Surplus Property Process-David Walker

Deputy Attorney Anne Hansen explained they have gone through the surplus property process to grant an easement through county property for a waterline to Mr. Walkers business. The Planning Commission has given their recommendation for approval.

MOTION: Commissioner Summers made a motion to approve the easement that has gone through the surplus property process. The motion was seconded by Commissioner Hadfield and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

Approve easement agreement - Commissioners

Deputy Attorney Anne Hansen stated they have drafted an easement agreement which needs approval.

David Walker expressed appreciation as it will be beneficial for his business as well as others.

MOTION: Commissioner Summers made a motion to approve the Easement Agreement with Union Block LLC #22-43. The motion was seconded by Commissioner Hadfield and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT No. 4 - Agreement #22-43

Beer License Applications for 2023-Marla Young

Clerk Marla Young stated there are four businesses that sell beer in the unincorporated county and their licenses are up for renewal. She stated Sheriff Potter has signed off on issuing the licenses as there has not been any problems. She said the four businesses are Grouse Creek Marketing, Faststop 1109, Riverside Corner, and Trigon (Chevron).

MOTION: Commissioner Hadfield made a motion to approve the beer licenses for Grouse Creek Marketing, Faststop 1109, Riverside Corner, and Trigon (Chevron). The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

Authorize Signature on CBDG Grant for Grouse Creek Water System- Commissioner Summers

Deputy Attorney Anne Hansen explained there is a grant for the Grouse Creek Water System which needs authorization for the Chairman's signature.

MOTION: Commissioner Summers made a motion to authorize the chairman's signature on the grant form. The motion was seconded by Commissioner Hadfield and carried unanimously on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

BUILDINGS & GROUNDS

2023 Lease Pool Application - 77.8 Shares back to Lease Pool-Codey Illum

Chief Building Official Codey Illum explained the Commission needs to decide whether or not to put the county's extra water shares back into the lease pool for 2023.

MOTION: Commissioner Hadfield made a motion to approve putting 77.8 water shares back into the lease pool. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting yea.

Landfill Waterline Project Contract #22-18-Codey Illum

Chief Building Official Codey Illum said Kirk Ward presented the project a while back about doing a fiber project at the same time.

Deputy Attorney Anne Hansen said Contract #22-18 has already been signed but the Commission needs to authorize the signature. It was signed to start the project and contract #22-39 needs to be signed to finalize the project.

MOTION: Commissioner Summers made a motion to authorize the signature on Contract #22-18. The motion was seconded by Commissioner Hadfield and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 5 - Contract #22-18

Landfill Waterline Project Contract #22-39-Codey Illum

MOTION: Commissioner Hadfield made a motion to approve Contract #22-39. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 6 - Contract #22-39

HUMAN RESOURCES

Compensation Policy-Jenica Stander

HR Manager Jenica Stander stated they have made some changes to the compensation policy. She said they have been working on it for quite some time and had a study done in the spring. She said the changes will affect the method of how increases are made. Currently the county is on a grade and step and the change will go to a market based system.

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

2022 Bonus – ARPA Funding-Jenica Stander

HR Manager Jenica Stander explained they have been working on a bonus for essential employees using ARPA funds. It is similar to last year and the bonus is based on hours worked during a specific timeframe.

MOTION: Commissioner Hadfield made a motion to approve the 2022 bonus for essential employees using ARPA funding. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

WARRANT REGISTER - COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 119306 through 119424 in the amount of \$635,799.14, with voided claim #119295 . Claim numbers 119425 through 119466 in the amount \$1,869,414.66.

PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS - COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
WALKER, KELLY	ROADS	SEPARATION	11/30/2022
WEIGHT, KYSTEN	SHERIFF'S OFFICE	COMPENSATION CHANGE	11/20/2022
WILKINS, GEORGE	SHERIFF'S OFFICE	SEPARATION	11/30/2022
HEWLETT, ROBERT	CLERK	SEPARATION	11/08/2022
BIERER, JOHN	CLERK	SEPARATION	11/08/2022
BIERER, LYNZIE	CLERK	SEPARATION	11/08/2022
CARBINE, ASHLEE	CLERK	SEPARATION	11/08/2022
CHRISTENSEN, MARY KATE	CLERK	SEPARATION	11/08/2022
GARDNER, KIMBERLY	CLERK	SEPARATION	11/08/2022
GUYMAN, DAYNA	CLERK	SEPARATION	11/18/2022
HENDRICKS, JULIE	CLERK	SEPARATION	11/09/2022
HEWLETT, LORI	CLERK	SEPARATION	11/08/2022
JENSEN, GAY	CLERK	SEPARATION	11/08/2022
JEPPESEN, CINDY	CLERK	SEPARATION	11/08/2022
LARSEN, SARAH	CLERK	SEPARATION	11/08/2022
LARSEN, JESSE	CLERK	SEPARATION	11/08/2022
MAY, JENESSA	CLERK	SEPARATION	11/08/2022
MILES, NAOMI	CLERK	SEPARATION	11/08/2022
MILLER, AMY	CLERK	SEPARATION	11/08/2022
MORGAN, TAMARA	CLERK	SEPARATION	11/09/2022
MUNNS, SINTHIA	CLERK	SEPARATION	11/08/2022
PETERSEN, JANETTE	CLERK	SEPARATION	11/08/2022
RANSOM, MIKE	CLERK	SEPARATION	11/08/2022
SELMAN, LORAINÉ	CLERK	SEPARATION	11/08/2022
SHIRES, BONNIE	CLERK	SEPARATION	11/08/2022
SMITH, SANDRA	CLERK	SEPARATION	11/08/2022
SMITH, DICKSON	CLERK	SEPARATION	11/08/2022

STEVENSON, TIFFANY	CLERK	SEPARATION	11/08/2022
THORNLEY, MAKAYLA	CLERK	SEPARATION	11/08/2022
WAYMENT, SHERRIE	CLERK	SEPARATION	11/09/2022
YEATES, ASHLYN	CLERK	SEPARATION	11/08/2022
ANDERSON, KYLEE	SHERIFF'S OFFICE	STATUS CHANGE	12/05/2022
SILVA, O. RENE	SHERIFF'S OFFICE	PROMOTION	12/06/2022
GREEN, MATTHEW	SHERIFF'S OFFICE	COMPENSATION CHANGE	12/20/2022
ZITO, JAMISON	SHERIFF'S OFFICE	COMPENSATION CHANGE	12/02/2022
KLAVITTER, BLAYKE	VICTIM SERVICES	COMPENSATION CHANGE	11/30/2022
TALLANT, TAMIE	VICTIM SERVICES	COMPENSATION CHANGE	11/25/2022

The Commissioners recessed to hold an RDA meeting.

CLOSED SESSION

Strategy session to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms;

MOTION: At 6:07 p.m. a motion was made by Commissioner Summers to move into a closed session. The motion was seconded by Commissioner Hadfield and unanimously carried

MOTION: At 6:17 p.m. a motion was made by Commissioner Summers to reconvene into regular commission meeting. Commissioner Hadfield seconded the motion. The motion carried unanimously and regular Commission meeting was reconvened.

ADJOURNMENT

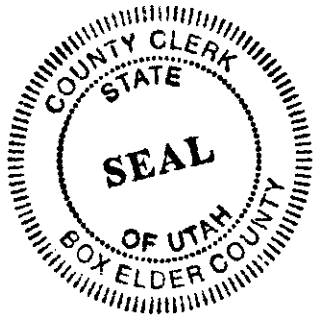
A motion was made by Commissioner Hadfield to adjourn. Commissioner Summers seconded the motion, and the meeting adjourned at 6:18 p.m.

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

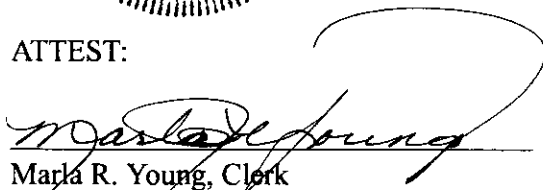

Jeff Scott, Chairman


Stan Summers, Commissioner


Jeff Hadfield, Commissioner



ATTEST:


Marla R. Young, Clerk



COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, December 07, 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 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday December 7, 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 Hadfield
- B. Pledge of Allegiance Given by: Jenica Stander

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA

7. TOURISM OFFICE

- A. 5:08 Box Elder Tourism Council Yearly Report-Joan Hammer

8. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 5:18 Bear River Water Conservancy Board Member Appointments-Carl Mackley

9. AUDITOR'S OFFICE

- A. 5:20 2023 Proposed Budget Public Hearing-Shirlene Larsen

10. COMMISSIONERS

- A. 5:30 2023 Landfill and County Holiday Schedule-Commissioners
- B. 5:32 2023 County Commission Meeting Schedule-Commissioners
- C. 5:34 Appoint UAC Representative-Commissioners
- D. 5:36 Willard Flood Control Board New Member-Commissioners
- E. 5:38 Surplus Property Process-David Walker
- F. 5:43 Beer License Applications for 2023-Marla Young
- G. 5:45 Authorize Signature on CBDG Grant for Grouse Creek Water System- Commissioner Summers

11. BUILDINGS & GROUNDS

- A. 5:47 2023 Lease Pool Application - 77.8 Shares back to Lease Pool-Codey Illum
- B. 5:48 Landfill Waterline Project Contract #22-18-Codey Illum
- C. 5:50 Landfill Waterline Project Contract #22-39-Codey Illum

12. HUMAN RESOURCES

- A. 5:53 Compensation Policy-Jenica Stander
- B. 5:55 2022 Bonus – ARPA Funding-Jenica Stander

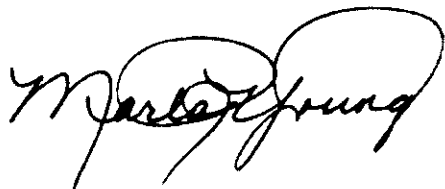
13. WARRANT REGISTER

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

15. CLOSED SESSION

16. ADJOURNMENT

Prepared and posted this 2nd day of December, 2022. Mailed to the Box Elder News Journal and the Leader on the 2nd of December, 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.

2023 Public Hearing
Budget

<u>Name</u>	<u>Phone #</u>
Chris Brand	435-734-3347
DeAnna Hardy	
Carl Mackley	435-754-8965
David Walker	801-452-7966
Jenica Stander	435-734-3364
Kevin Lloyd	435-730-2625
Kevin Potter	435-734-3918
Cade Palmer	435-734-3880
Darin McFarland	435-695-2580
Nathan Adams	435-232-4670
Ashley Hendrickson	435-730-1263



Jeff Hadfield Stan Summers Jeff Scott

COUNTY COMMISSIONERS

December 7, 2022

MEMORANDUM

TO: Public
FROM: Box Elder County Commission Office
RE: 2023 Landfill Holidays

The following days are the holidays in 2021 that the Box Elder County Landfill will be closed:

Table with 4 columns: Holiday, Date, Day, Operation. Lists holidays from New Year's Day to Christmas Eve with their respective dates, days of the week, and landfill operations.

Hours of operation: Daily 7:30 a.m. to 5:30 p.m. year round, except closed Sunday and second and fourth Saturdays. "PAY ONCE" on the first, third, and fifth Saturdays for all public non-weighable loads only.



Jeff Hadfield

Stan Summers

Jeff Scott

COUNTY COMMISSIONERS

December 7, 2022

MEMORANDUM

TO: All County Departments
FROM: County Commission Office
SUBJECT: 2023 Holidays

The following days have been declared by the Box Elder County Commission Office to be legal holidays or observed holidays for the year 2021:

Table with 3 columns: HOLIDAY, DATE, DAY. Lists holidays from New Year's Day to Christmas Eve observed.



Jeff Hadfield Stan Summers Jeff Scott

COUNTY COMMISSIONERS

December 7, 2022

PUBLIC NOTICE
BOX ELDER COUNTY MEETING SCHEDULE - 2023

Following is a list of regular scheduled meetings of the Box Elder County Commission and Advisory Committees pursuant to Section 52-4-6, Utah Code Annotated 1953.

BOX ELDER COUNTY COMMISSION:

First Wednesday of each month 5:00 p.m.
Third Wednesday of each month 11:30 a.m.

Place: Commission Chambers, Historic County Building, 01 South Main, Brigham City

BOX ELDER COUNTY PLANNING COMMISSION:

Every third Thursday of each month 7:00 p.m.

Place: Commission Chambers

ELECTED OFFICIAL/DEPARTMENT HEAD MEETINGS:

First Tuesday of each month as needed 11:00 a.m.

Place: Commission Chambers

BEAR RIVER ASSOCIATION OF GOVERNMENTS (BRAG):

Governing Board—Fourth Tuesday every other month beginning in January 1:00 p.m.

Place: Cache, Box Elder, or Rich County

BOX ELDER SPECIAL SERVICE DISTRICT (MINERAL LEASE):

Quarterly, TBD beginning in March 5:00 p.m.

Place: Conference Room, Historic County Building

BOX ELDER COUNTY LIBRARY BOARD:

Quarterly, TBD

Place: County Road Shed, 5730 W 8800 N, Elwood

REDEVELOPMENT AGENCY (RDA)

Following Commission Meetings as needed

AGREEMENT TO GRANT AN EASEMENT

This Agreement to Grant an Easement (“**Agreement**”) is entered into on the date of the last signature below (“**Effective Date**”) by and between BOX ELDER COUNTY, UTAH, (Grantor) a political subdivision of the State of Utah (“**County**”), and UNION BLOCK LLC (Grantee), a Utah limited liability company (the “**Company**”). The County and the Company are each a “**Party**” and together the “**Parties**” to this Agreement.

RECITALS

WHEREAS, the Company desires to construct, operate, and maintain a water pipeline (“**Pipeline**”) across property owned by County (“**Property**”);

WHEREAS, the Company’s desire for the Pipeline is to be able to install and maintain a fire sprinkler supply line to its building, the Union Block building; and

WHEREAS, the Company’s ability to construct the Pipeline is dependent upon the approval of County and entering into an agreement regarding certain aspects of the Pipeline;

WHEREAS, the Company must obtain an easement across the Property for the Pipeline (“**Easement**”) in order to be able to proceed;

WHEREAS, County is willing to grant the Easement to the Company according to the terms of this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

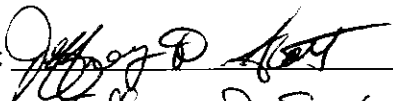
AGREEMENT

- 1) Grant of Easement. Concurrent with the execution of this Agreement, County shall execute and deliver to the Company a Grant of Easement, a legal description of that easement is attached hereto as **Exhibit “A”** along with the plat depicting the easement is attached hereto as **Exhibit “B”**. Once executed by both parties, the Company will record the Grant of Easement, at the Company’s own expense, with the Box Elder County Recorder.
- 2) Purchase Price and Payment. The purchase price for the Easement is ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) (the “**Purchase Price**”). The Company shall pay the Purchase Price to County no later than thirty (30) days following the approval and execution by both parties of the Grant of Easement.
- 3) Use of Easement. The Company shall not make use of the Easement in any way that results in alterations to the Property until the Grant of Easement has been executed and the Purchase Price has been paid to the County.
- 4) Repair of Damage by Installation of Pipeline. The Company agrees to restore the asphalt and any substructure to equal or better condition once the Pipeline has been installed. The

- 13) Headings. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 14) Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the substantive laws of the State of Utah without regard to applicable choice of law provisions thereof. Any enforcement of this agreement shall be in the First District Court, Brigham City, Utah, or in the Utah District of the Federal Court.
- 15) Time of the Essence. Time shall be of the essence of this Agreement.
- 16) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, it being understood that all of the Parties hereto need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as follows:

BOX ELDER COUNTY ("COUNTY")

By: 
 Name: Jeffrey D. Scott
 Its: Commission Chair

Date: 12-7-2022

UNION BLOCK, LLC ("COMPANY")

By: David R. Walker
 Name: David R. Walker
 Its: Manager, Union Block LLC

Date: 12-7-2022

ATTEST:



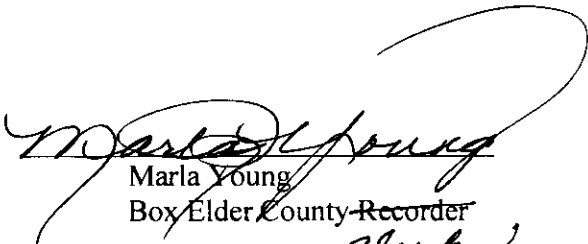

 Marla Young
 Box Elder County Recorder
 Clerk

Exhibit B

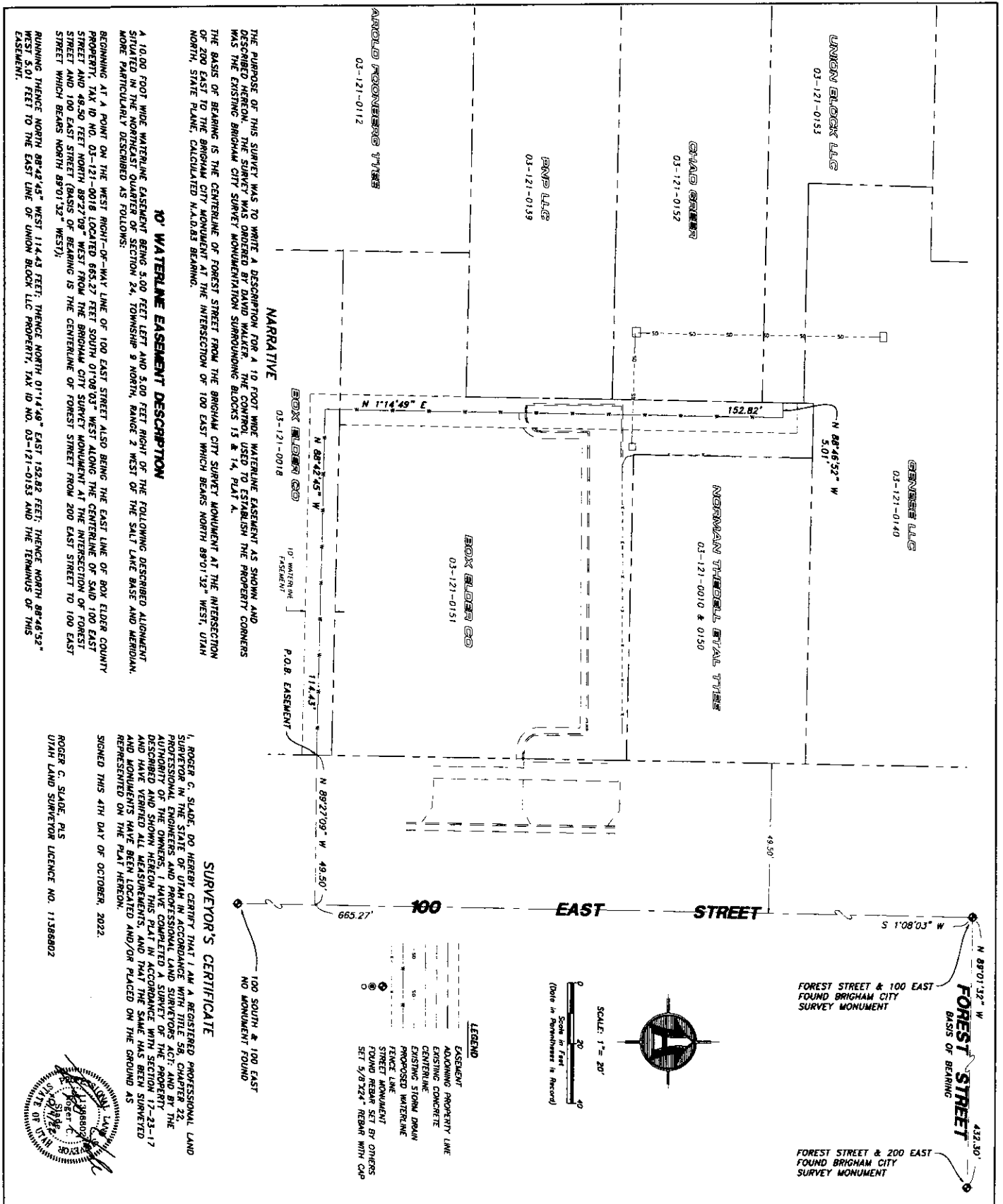
Plat Depicting Easement

10' WATERLINE EASEMENT DESCRIPTION

A 10.00 FOOT WIDE WATERLINE EASEMENT BEING 5.00 FEET LEFT AND 5.00 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 100 EAST STREET ALSO BEING THE EAST LINE OF BOX ELDER COUNTY PROPERTY, TAX ID NO. 03-121-0018 LOCATED 665.27 FEET SOUTH 01°08'03" WEST ALONG THE CENTERLINE OF SAID 100 EAST STREET AND 49.50 FEET NORTH 89°27'09" WEST FROM THE BRIGHAM CITY SURVEY MONUMENT AT THE INTERSECTION OF FOREST STREET AND 100 EAST STREET (BASIS OF BEARING IS THE CENTERLINE OF FOREST STREET FROM 200 EAST STREET TO 100 EAST STREET WHICH BEARS NORTH 89°01'32" WEST);

RUNNING THENCE NORTH 88°42'45" WEST 114.43 FEET; THENCE NORTH 01°14'49" EAST 152.82 FEET; THENCE NORTH 88°46'52" WEST 5.01 FEET TO THE EAST LINE OF UNION BLOCK LLC PROPERTY, TAX ID NO. 03-121-0153 AND THE TERMINUS OF THIS EASEMENT.



AROUND FORENSIC TITLES
03-121-0112

UNION BLOCK LLC
03-121-0153

GENESEE LLC
03-121-0140

SHADE SLADE
03-121-0152

BOX ELDER CO
03-121-0139

BOX ELDER CO
03-121-0151

NORMAN TRIBAL TRAIL
03-121-0010 & 0150

10' WATERLINE EASEMENT

NARRATIVE
03-121-0018

10' WATERLINE EASEMENT DESCRIPTION

THE PURPOSE OF THIS SURVEY WAS TO WRITE A DESCRIPTION FOR A 10 FOOT WIDE WATERLINE EASEMENT AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY DAVID WALKER. THE CONTROL USED TO ESTABLISH THE PROPERTY CORNERS WAS THE EXISTING BRIGHAM CITY SURVEY MONUMENTATION SURROUNDING BLOCKS 15 & 14, PLAT A.

THE BASIS OF BEARING IS THE CENTERLINE OF FOREST STREET FROM THE BRIGHAM CITY SURVEY MONUMENT AT THE INTERSECTION OF 200 EAST TO THE BRIGHAM CITY MONUMENT AT THE INTERSECTION OF 100 EAST WHICH BEARS NORTH 89°01'32" WEST, UTAH NORTH, STATE PLANE, CALCULATED N.A.D.83 BEARING.

A 10.00 FOOT WIDE WATERLINE EASEMENT BEING 5.00 FEET LEFT AND 5.00 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 100 EAST STREET ALSO BEING THE EAST LINE OF BOX ELDER COUNTY PROPERTY, TAX ID NO. 03-121-0018 LOCATED 665.27 FEET SOUTH 01°08'03" WEST ALONG THE CENTERLINE OF SAID 100 EAST STREET AND 49.50 FEET NORTH 89°27'09" WEST FROM THE BRIGHAM CITY SURVEY MONUMENT AT THE INTERSECTION OF FOREST STREET AND 100 EAST STREET (BASIS OF BEARING IS THE CENTERLINE OF FOREST STREET FROM 200 EAST STREET TO 100 EAST STREET WHICH BEARS NORTH 89°01'32" WEST);

RUNNING THENCE NORTH 89°43'45" WEST 114.43 FEET; THENCE NORTH 01°14'49" EAST 152.82 FEET; THENCE NORTH 89°46'52" WEST 5.01 FEET TO THE EAST LINE OF UNION BLOCK LLC PROPERTY, TAX ID NO. 03-121-0153 AND THE TERMINUS OF THIS EASEMENT.

SURVEYOR'S CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND BY THE SIGNATURE AND SEAL HEREON I AM CERTIFIED AS THE SURVEYOR OF THE ABOVE DESCRIBED AND SHOWN HEREON PLAT. THE CENTERLINE OF FOREST STREET 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED THIS 4TH DAY OF OCTOBER, 2022.

ROGER C. SLADE, PLS
UTAH LAND SURVEYOR LICENCE NO. 11588802

LEGEND

- EASEMENT
- ADJOINING PROPERTY LINE
- EXISTING CONCRETE
- CENTERLINE
- EXISTING STONED DRAIN
- PROPOSED WATERLINE
- FENCE LINE
- STREET MONUMENT
- FOUND REBAR SET BY OTHERS
- SET 5/9/224 REBAR WITH CAP



SCALE: 1" = 20'

0 20 40
Scale in Feet
(Date in Parentheses is Record)

FOREST STREET & 100 EAST
FOUND BRIGHAM CITY
SURVEY MONUMENT

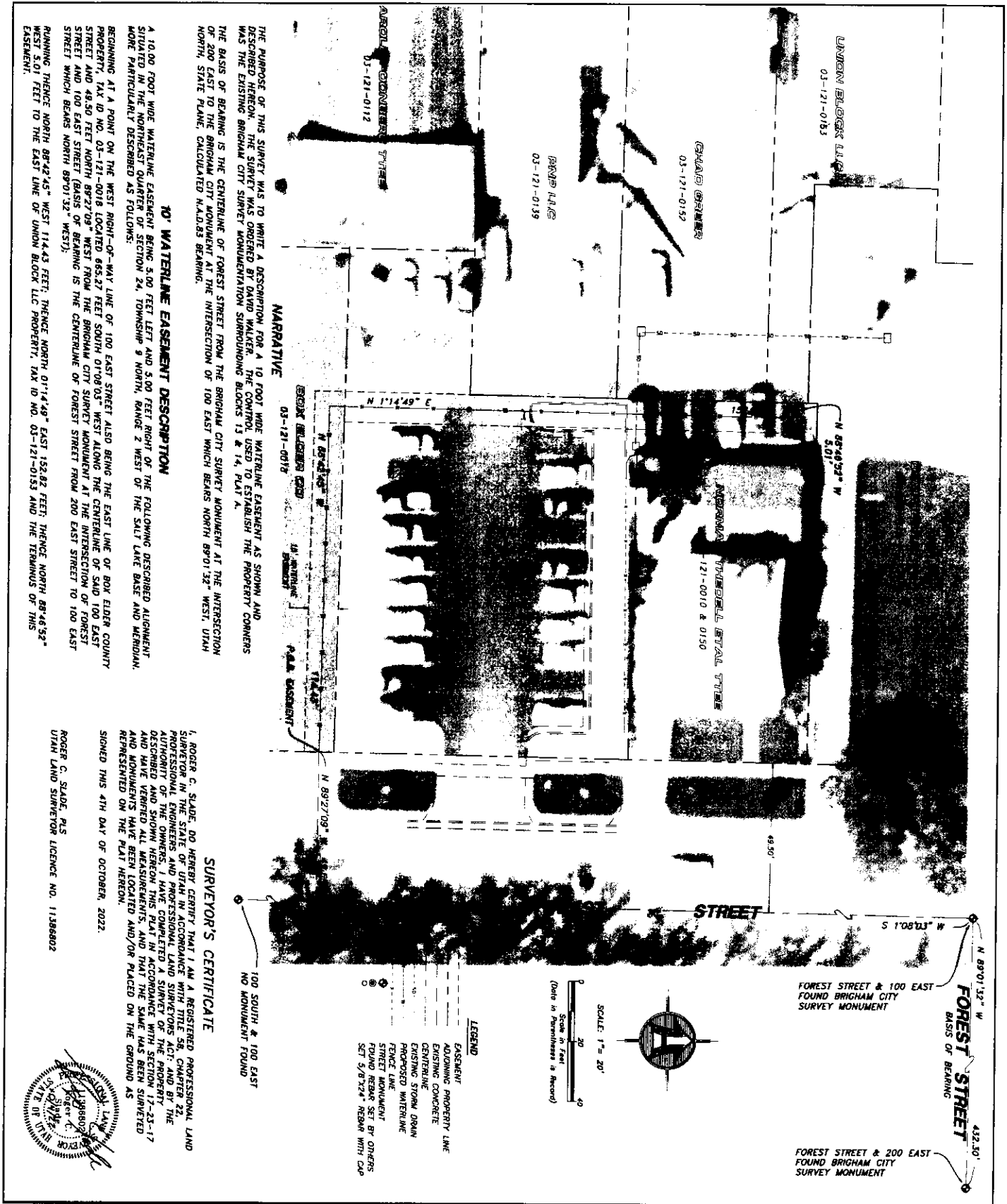
FOREST STREET & 200 EAST
FOUND BRIGHAM CITY
SURVEY MONUMENT

FOREST STREET
BASIS OF BEARING

N 89°01'32" W
432.30'

S 1°08'03" W

<p>EASEMENT SURVEY FOR DAVID WALKER 57 SOUTH MAIN STREET BRIGHAM CITY, BOX ELDER CO., UTAH</p> <p>A PART OF THE NORTHEAST QUARTER OF SECTION 24, T 9 N., R 2 W., S.L.B.&M.</p>	<p>Drawn By: RS Date: 10/04/2022</p> <p>Designed By: _____</p> <p>Checked By: MP</p> <p>Approved By: _____</p> <p>Scale: 1" = 20'</p> <p>Drawing File: 22-3-187v19.dwg</p> <p>JOB NUMBER: 22-3-187</p>	<p>HANSEN & ASSOCIATES, INC. Consulting Engineers and Land Surveyors 538 North Main Street, Brigham, Utah 84302 Visit us at www.haes.net Brigham City Ogden Logan (435) 723-3491 (801) 309-4805 (435) 752-8272 Celebrating over 65 Years of Business</p>	<p>No. Date By Revision</p>
	<p>Sheet 1 of 1 Sheets</p>		<p>No. Date By Revision</p>



NARRATIVE
 03-121-0078

THE PURPOSE OF THIS SURVEY WAS TO WRITE A DESCRIPTION FOR A 10 FOOT WIDE WATERLINE EASEMENT AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY DAVID WALKER, THE CONTROL, USED TO ESTABLISH THE PROPERTY CORNERS AND THE EXISTING BRIGHAM CITY SURVEY MONUMENTATION SURROUNDING BLOCKS 13 & 14, PLAT A.

THE BASIS OF BEARING IS THE CENTERLINE OF FOREST STREET FROM THE BRIGHAM CITY SURVEY MONUMENT AT THE INTERSECTION OF 200 EAST TO THE BRIGHAM CITY MONUMENT AT THE INTERSECTION OF 100 EAST WHICH BEARS NORTH 89°01'32\"/>

10' WATERLINE EASEMENT DESCRIPTION

A 10.00 FOOT WIDE WATERLINE EASEMENT BEING 5.00 FEET LEFT AND 5.00 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE WEST HALF OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 9 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 100 EAST STREET ALSO BEING THE EAST LINE OF BOX ELDER COUNTY PROPERTY, TAX ID NO. 03-121-0018 LOCATED 665.27 FEET SOUTH 01°08'03\"/>

SURVEYOR'S CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT, AND BY THE DESCRIPTION AND SHOW HEREON I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND THAT THE SAME HAS BEEN VERIFIED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED THIS 4TH DAY OF OCTOBER, 2022.

ROGER C. SLADE, P.L.S.
 UTAH LAND SURVEYOR LICENSE NO. 11386802

LEGEND

- EASEMENT
- ADJOINING PROPERTY LINE
- EXISTING CONCRETE
- CENTERLINE
- EXISTING STORM DRAIN
- PROPOSED WATERLINE
- FENCE LINE
- STREET MONUMENT
- FOUND REBAR SET BY OTHERS
- SET 5/8\"/>

SCALE: 1" = 20'

Scale in Feet
 0 20 40
 (Date in Parentheses is Record)



<p>EASEMENT SURVEY FOR DAVID WALKER 57 SOUTH MAIN STREET BRIGHAM CITY, BOX ELDER CO., UTAH</p>		<p>Drawn By: RS Date: 10/04/2022 Designed By: MP Checked By: MP Approved By: MP Scale: 1" = 20' Drawing File: 22-3-187\19.dwg JOB NUMBER: 22-3-187</p>	<p>HANSEN & ASSOCIATES, INC. Consulting Engineers and Land Surveyors 538 North Main Street, Brigham, Utah 84302 Visit us at www.haies.net Logan Brigham City (801) 399-4881 (435) 782-8272 Celebrating over 65 Years of Business</p>	<table border="1"> <tr> <th>No.</th> <th>Date</th> <th>By</th> <th>Revision</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	No.	Date	By	Revision												
No.	Date	By	Revision																	



GRANT AMENDMENT

Grouse Creek Water System

AMENDMENT #2 To **CONTRACT #22-DWS-0068**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **DEPARTMENT OF WORKFORCE SERVICES**, referred to as DWS and **BOX ELDER COUNTY**, 1 South Main Street, Brigham City, UT, 84302, referred to as **GRANTEE, CONTRACTOR**.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

- 07/01/2021 (original starting date)
- 12/31/2022 (current ending date)
- 06/30/2023 **new ending date**

2. Contract amount: No changes.

3. Other Changes:

- Attachment D** (format change only, expectations remain the same) – Scope of Work
- Attachment F** (included) – Federal Subaward Funding and Reporting Requirements

4. Funding Source: Community Development Block Grant (CDBG) CDFA#14.228

5. Effective Date: 12/01/2022

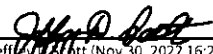
STATE FISCAL YEAR BILLING DEADLINE

DWS must receive billing for services for the month of June no later than July 15th, due to the DWS fiscal year end. Billings submitted after this date may be denied.

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR


Jeffrey D Scott (Nov 30, 2022 16:20 MST)

Contractor's signature

Jeffrey D Scott


Commission Chair

Type or Print Name and Title

11/30/2022

Date

DWS


Nathan McDonald (Dec 1, 2022 23:46 MST)

Casey Cameron, Executive Director

12/01/2022

Date

RECEIVED AND PROCESSED
BY DIVISION OF FINANCE



ATTACHMENT C
SCOPE OF WORK

Construction
Box Elder County

I. Purpose/Background

Box Elder County has been awarded funding for drinking water improvements as a pass-through grant to Grouse Creek Pipeline. The pass through of this grant does not exempt Box Elder County from meeting the meet the identified Community Development Block Grant (CDBG) National Objective, and other urgent community needs when existing conditions pose a serious and immediate threat to the health or welfare of the community. The purpose of the CDBG program is to assist in developing viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income (LMI).

II. Grantee Responsibilities

The Grantee will adhere to the solicitation documents provided in the CDBG 2021 application for the Grouse Creek Water Pipeline project. The Grantee must request prior written approval promptly from the awarding agency for any revisions to *Attachment D - Budget* or to this Scope of Work whenever the following applies:

- A. The revision results from changes to this Scope of Work or the objective of the project or program.
- B. The need arises for additional funds to complete the project.
- C. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable Office of Management and Budget (OMB) cost principles listed in 2 CFR 200, subpart E.

III. Outcomes/Deliverables

- A. Location: Approximately 0.85 miles west of 77200 West and Dry Canyon Road, coordinates: 41.71044257518045, -113.90580077500306.
- B. Install new 8 feet x 12 feet prefabricated concrete vault with 12/24 volts of direct current (VDC) solar power. System/battery bank and hydroelectric generator to provide heat, ventilation, and electricity.
- C. 1 new scale, tanks, gas-chlorinator.
- D. 1 meter at Buckskin Water tank to monitor overflow.
- E. Install 280 feet of perimeter fence with new gate.
- F. Upgrade distribution system with new meters, stops, backflow prevention devices, air gaps, and needed repairs to meet current DDW regulations including:
 - 1. 23 residential meters,
 - 2. 13 industrial meters,
 - 3. 4 institutional meters, and
 - 4. 2 commercial meters.
- G. Meet the requirement of HUD Matrix Code: 03J - Water/Sewer Improvements.

IV. Monitoring

- A. The Grantee shall permit the State the right of compliance reviews which may include but it not limited to, desk reviews, site visits, technical assistance, and expenditure reviews.
- B. Criteria to be used in monitoring performance includes compliance with this Agreement and the Federal and State objectives established for the Small Cities CDBG program as specified in Title I of the Housing and Community Development Act of 1974 as amended and the "Monitoring Checklist for Construction (Section I) in the Utah Community Development Block Grant Grantee Handbook".

- C. The Grantee will be monitored according to the Grantee's Procurement and Disposition Policies, set forth in 24 CFR 570.489 as required. (These policies may have been provided during the application process.) If no policies are provided, the Grantee will be monitored using the Procurement and Disposition Policies provided by the Housing and Community Development Division at DWS.

V. Services and Project Reporting Requirements

The Grantee shall provide the services specified in this Scope of Work and comply with Federal regulations pertaining to the Small Cities CDBG program. The Grantee shall submit a performance report upon request to the State in a format designed by the State.

VI. Budget

- A. Allocable expenditures shall be allowed within the budget line items as they pertain to the activities approved at the time of contracting. The activity for which payment is being made complies with the statutory and regulatory provisions in effect at the time the costs are paid for with CDBG funds, and that the project costs are reasonable. To the extent practicable, CDBG funds are not substituted for non-Federal financial support, and are distributed on a pro rata basis with other finances provided to the project.
1. Compliance with mandatory duplication of benefits requirements by developing, implementing, and maintaining adequate procedures and to prevent any duplication of benefits for assisted activities.
 2. Claims for Reimbursement will be entered into the WebGrants system only after the contract is executed and the agreement is in Underway status, following the steps provided in the CDBG Grantee Handbook, Financial Management section. Costs may not be incurred before the State provides appropriate review of, and Environmental clearance for all activities related to the project, regardless if CDBG is paying for those activities. Claims are expected to be entered no less than quarterly while the project is active.
- B. All costs incurred during the period of performance, but before the contract is executed, are the recipient's risk, and the State is not required to reimburse such costs if for any reason the recipient does not receive a State contract, or if the contract is less than anticipated and inadequate to cover such costs. For pre-award costs the Grantee must receive written approval from the State CDBG office, for specific types of costs. No costs shall be incurred for activities listed at 24 CFR 570.482(f)(4).
- C. Budget change requests to the State CDBG office should be made before over-expenditure of individual budget line items are incurred. Claims for reimbursement will be returned for corrections if the claim for reimbursement includes amounts over 10% of the budgeted line item. Changes in Budget line items require updated budget and written pre-approval from DWS. Inclusion of additional types of budget line items may not be made within the contracting period.
- D. The Grantees who have not expended contract funds 30 days prior to the end of the contract period may request a contract extension. An extension of the contract will require an amendment as referenced in *Attachment A – State of Utah Standard Terms and Conditions for Services*. Any amendment to extend the contract is at the discretion of DWS.

VII. Additional Requirements

A. Housing and Urban Development Act

The Grantee shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135) and Minority and Women Owned Business Enterprises (Disadvantaged Business Enterprises Title 40, Part 33) to ensure that employment and other economic opportunities generated by the CDBG program, to the greatest extent feasible, and consistent with existing Federal, State and local

laws and regulations, be directed to low (80% AMI) to very low-income (30% AMI) persons, and Disadvantaged Business Enterprises.

B. Termination

In addition to any other bases for contract termination, the State may terminate this contract if the Grantee fails to meet a contract deadline. State CDBG program staff, in their discretion, may extend contract deadlines for non-construction projects.

C. Termination Appeals

The Grantee may appeal the State's decision to terminate the contract in advance of the specified expiration date. Appeals must be made in writing within 10 calendar days following the receipt of the notice of termination. The CDBG Policy Committee will decide the appeal. The Grantee may, but is not required to, attend the policy committee meeting at which the Grantee's appeal is considered. The CDBG Policy Committee may base its decision on based on evidence submitted in telephone polls, conference calls, and documents, including facsimiles and emails.

D. Continuing Resolution

In the event that funding for this program is provided through Federal Continuing Resolution, the State shall be responsible to expend only those funds actually provided to the State by Continuing Resolution and is under no further obligation to the Grantee or any subcontracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The State may determine the method for distributing and expending funds provided by Federal Continuing Resolution.

E. Environmental Review Compliance

The Grantee shall comply with the National Environmental Policy Act of 1969 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, the Environmental Review Procedures of the CDBG program at 24 CFR Part 58, and the Housing and Community Development Amendments of 1981 as amended.

F. Lead-Based Paint

The Grantee shall comply with 24 CFR Part 35 (Lead-Based Paint poisoning Prevention in Certain Residential Structures), 42 USC Ch. 63A (Residential Lead-Based Paint Hazard Reduction Act of 1992) as amended, and 40 CFR Part 745 (Renovation Repair & Painting).

G. Criteria Documentation

The Grantee shall collect and analyze data pertaining to the manner in which work performed under this contract has (or will) meet the following CDBG National Objective:

1. Benefit low and moderate income families;
2. Aid in the prevention or elimination of slums or blight; and/or
3. Meet other urgent community development needs when existing conditions pose a serious and immediate threat to the health or welfare of the community.

H. Assurances That Other Sources of Project Funds are Secured

The Grantee, prior to the commencement of expenditures authorized by this agreement, shall provide to the State evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been secured and are immediately available to the Grantee to perform the services and construct the facilities described herein.

I. Acquisition, Relocation and Residential Anti-Displacement

All real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. The Grantee certifies

that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by this agency on July 5, 1994.

J. **Citizen Participation**

The Grantee certifies that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a)(2). Specific information regarding this requirement (publications, notices) can be found in the grantee's application file.

K. **Program Costs Recovery**

The Grantee certifies that we will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of Acquisition, Relocation and Anti-displacement.

L. **Excessive Force Certification**

The Grantee certifies that we will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101 144, (the 1990 HUD Appropriations Act). The Grantee will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

M. **Change of Use**

The Grantee certifies that the jurisdiction will comply with all requirements of 24 CFR Part 570, specifically Sections 488; 489 J, requiring all assisted housing units maintain affordability standards until 5 years following the date of closeout of this contract with the State.

N. **Generation of Program Income**

The Grantee may retain program income up to \$35,000 only if (1) such income was realized after the initial disbursement of the funds received by the Grantee, (2) the Grantee satisfactorily demonstrates that the program income will be applied to continue the activity from which income was derived, and (3) the State gives explicit written permission to retain and use the income.



ATTACHMENT F
State of Utah
Department of Workforce Services
**FEDERAL SUBAWARD FUNDING AND
REPORTING REQUIREMENTS**

SUBRECIPIENTS awarded \$30,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

NOTE: For State Government Entities and Component Units of the state, only the Federal Award Information and Subaward Information sections are required to be completed.

FEDERAL AWARD INFORMATION (Completed by DWS Fiscal Grant Manager)

CFDA# and Name: #14.228 Community Development Block Grant
Federal Award Identification Number (FAIN): B-21-DC-49-0001
Federal Awarding Agency: U.S. Department of Housing & Urban Development (HUD)
Federal Award Issue Date: Pending Is Federal Award for R&D? YES NO

SUBAWARD INFORMATION (Completed by DWS Contract Owner/Contract Analyst/Fiscal Grant Manager)

Agreement number: 22-DWS-0068
Project name and description:

Box Elder County, Grouse Creek Water System - pass through grant to East Grouse Creek Water Pipe Line Co. Ltd. Purchase and install new water tank equipment and residential/commercial meters to meet current regulations.

Start date of award: 07/01/2021 End date of award: 06/30/2023
Amount of federal funds obligated by this action: \$0.00
Total amount of federal funds obligated: \$200,000.00
Total amount of the federal award committed: \$200,000.00
Subrecipient has a: Federal NICRA: Yes No **-OR-** de Minimis: Yes No
Indirect Cost Rate: _____
Indirect Cost Rate Base:

SUBRECIPIENT INFORMATION

UEI number: VSEPXG1DPPQ9
Name of Subrecipient: Box Elder County
Business Address: 1 South Main Street
City: Brigham City State: UT Zip+4: 84302
Subrecipient principal place of performance (if different from above)
Address: _____
City: _____ State: _____ Zip+4: _____

Equal Opportunity Employer/Program

Auxiliary aids (accommodations) and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

DOCUMENT 00 52 00
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Box Elder County ("Owner") and _("Contractor").

Owner and Contractor

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Landfill Waterline and Pump House Replacement Project.**

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Installing new 2" water service from Highway 83 up to the Little Mountain Landfill, include the construction of a new pump house.**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Jones & Associates Consulting Engineers.

3.02 The Owner has retained Jones & Associates Consulting Engineers ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within **90** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 days following the date of Substantial Completion.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$150** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$150** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Ninety-five (95) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions (pages 1 to 73, inclusive).
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: ___.
 - 8. Addenda (numbers ___ to ___, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

[continued on next page]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ____ (which is the Effective Date of the Contract).

OWNER: BOX ELDER COUNTY

CONTRACTOR: L&M Farm Industries Inc.

By: [Signature]
Title: County official

By: [Signature]
Title: President



(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]
Title: Administrative Assistant

Attest: [Signature]
Title: Secretary

Address for giving notices:

Address for giving notices:

Box Elder County
1 South Main Street
Brigham City, UT 84302

1893 Black Rock Ln.
Grace, ID 83241

License No.: 10551123-5501
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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DOCUMENT 00 51 00
NOTICE OF AWARD

#23-4955-70000

Date of Issuance: April 26, 2022

Owner: Box Elder County

Project: Landfill Waterline and Pump House Replacement Project

Engineer: Jones & Associates

Bidder: L&M Farm Industries Inc.

Bidder Address: 1893 Black Rock LN, Grace ID 83241

TO BIDDER:

You are hereby notified that Owner has accepted your Bid dated April 11, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Installing new 2" water service from Highway 83 up to the Little Mountain Landfill, include the construction of a new pump house.

The Contract Price of the awarded Contract is: \$

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [1] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Box Elder County

By: Jeffrey D. Day

Title: Commission Chair

Copy: Engineer EJCDC® C-510 (Rev. 1), Notice of Award. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.