

**MINUTES
BOX ELDER COUNTY COMMISSION
MARCH 01, 2023**

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 4:45 p.m. on **1st of March, 2023**. The following members were present:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla R. Young	Clerk (Via Conference Call)

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 4:53 p.m.

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

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla Young	County Clerk (Via Conference Call)

The prayer was offered by Commissioner Perry.

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

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 15, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

Search and Rescue Recognition Dinner - Chairman Summers

Chairman Summers invited Chief Deputy Sheriff Cade Palmer to give a report on the recent Search and Rescue Recognition Dinner. He expressed appreciation for the time and work put in by each member.

Chief Deputy Sheriff Cade Palmer reported on the approximate volunteer hours, training hours, miles driven and multiple meetings attended by the members. He commended Search and Rescue for their hard work and dedication.

ATTACHMENT NO. 2 - Search and Rescue End of Year Report 2022

Box Elder Chamber of Commerce Dinner - Chairman Summers

Chairman Summers stated the Commissioners attended the Chamber Banquet. He reported there were more than 500 people in attendance.

Commissioner Perry reported on awards that were given at the banquet and congratulated the recipients.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

Special Needs Registry Agreement #23-10-Mark Millett

Emergency Manager Mark Millett explained Agreement #23-10 is with the State of Utah for the Special Needs Registry which helps the county to know how to help those with special needs in an emergency.

MOTION: Commissioner Perry made a motion to approve Agreement #23-10. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 3 - Agreement #23-10

Discussion for Seismic and Other Upgrades to Facilities-Mark Millett

Emergency Manager Mark Millett addressed a letter he sent to the Commissioners regarding his concerns of the county courthouse. He said there are some vulnerabilities in the building and they need to do some planning and gave his advice of considering a new administrative building to ensure the safety of the county employees and continuity of government. He also referred to an audit that was completed by the Department of Homeland Security regarding the building.

HR Manager Jenica Stander gave a quick description of an evacuation plan.

ARPA

Using LATCF Funds to Assist Local Senior Centers - Chairman Summers

Chairman Summers stated that due to the increase in fuel and other things the senior centers are really struggling. He suggested they look into ways the county may be able to assist, recommending they use some of the LATCF funds in the amount of \$60,000.00 for Brigham City and \$40,000.00 for Tremonton.

Commissioner Bingham stated he would like some time to be able to do some research and suggested the item be placed on the next agenda.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Use of Courthouse Grounds for Box Elder Run Strong Event June 10, 2023-Tara Roche

Tara Roche of Box Elder Run Strong asked the Commission for permission to use the courthouse grounds on June 10, 2023 for their event.

MOTION: Commissioner Bingham made a motion to approve the use of the courthouse grounds for the Box Elder Run Strong event. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTORNEY'S OFFICE

Employee Handbook Policy 4, 5, and 12 Updates-Anne Hansen

Deputy Attorney Anne Hansen presented the changes to county employee handbook policies. She reported the changes to Policy 4 regarding background checks for specific positions, Policy 5 is regarding discipline and adds a written warning in between the oral warning and a written reprimand, and Policy 12 addresses drug testing and self reporting.

MOTION: Commissioner Bingham made a motion to approve the updates to policies 4, 5, and 12. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Brigham City Land Trade Related to 950 W to American Way Access-Anne Hansen

Derek Oyler, Brigham City Administrator, explained the need to swap land parcels to help complete the rail crossing bridge on Forest Street. He explained the road that goes under the bridge will have a slight curvature and asked the county to approve a trade of .054 acres owned by the county to be able to extend the curvature of that road and in exchange Box Elder County would receive .129 acres back from the Brigham City RDA.

The Commissioners instructed the trade be turned over to the Planning Commission to start the surplus property process.

COMMISSIONERS

Legislative Update-Commissioners

Shawn Milne of Bear River Association of Governments Legislative Affairs and Economic Development gave an update of different bills and issues facing counties in this legislative session. He explained the legislative process and explained this year there was a lot of focus on housing, water, and infrastructure. He encouraged all three Commissioners to continue to be engaged.

ATTACHMENT NO. 3 - Legislative update

COMMUNITY DEVELOPMENT

Ordinance #574 to Remove the MPC Zone from the Box Elder County Land Use Management and Development Code-Scott Lyons

Community Development Director Scott Lyons stated Ordinance #574 removes the MPC Zone from the Land Use Management Code. This item went before the Planning Commission and their thoughts were that developments should take place in or near city limits. They said by removing the MPC zone, it is consistent with the county's general plan. A public hearing was held and they have forwarded a recommendation of approval.

MOTION: Commissioner Bingham made a motion to approve Ordinance #574. The motion was seconded by Commissioner Perry and carried unanimously on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Corridor Preservation Fund-2023 Priority List-Scott Lyons

Community Development Director Scott Lyons explained each year the COG (Council of Governments) puts together and adopts a priority list for Corridor Preservation Fund projects. The COG approved the 2023 list in January. He presented the 2023 Priority List to the Commission for approval.

MOTION: Commissioner Perry made a motion to approve the 2023 Corridor Preservation Fund Priority List. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 4 - 2023 Corridor Preservation Fund Priority List

Corridor Preservation Fund Reimbursement Request-Perry City-CPF19-03-Maddox Lane-Scott Lyons

Community Development Director Scott Lyons explained they have received a request for payment from Perry City for Project #CPF19-03. The project was for acquisition of property along Maddox Lane in the amount of \$29,702.25. The necessary invoices and receipts have been submitted for the reimbursement.

MOTION: Commissioner Bingham made a motion to reimburse Perry City for Project #CPF19-03. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Corridor Preservation Fund Reimbursement Request-Perry City-CPF19-04-Commerce Way-Scott Lyons

Community Development Director Scott Lyons stated they have received a request for reimbursement from the Corridor Preservation Fund from Perry City for Project #CPF19-04. This project was for acquisition of property in the amount of \$229,910.75. Perry City has submitted all the necessary paperwork to be reimbursed.

MOTION: Commissioner Bingham made a motion to reimburse Perry City for Project #CPF19-04. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

BUILDINGS & GROUNDS

Interlocal Cooperative Agreement #23-08 between Box Elder County and Corinne City for Building Inspection Services-Codey Illum

Chief Building Official Codey Illum explained Agreement #23-08 is with Corinne City for the county to provide building inspection services. The contracts have been reviewed by the county attorney and some changes to the fees are being corrected.

MOTION: Commissioner Perry made a motion to approve Agreement #23-08 subject to the recommended changes by the County Attorney. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Interlocal Cooperative Agreement #23-09 between Box Elder County and Howell Town for Building Inspection Services - Codey Illum

Chief Building Official Codey Illum explained Agreement #23-09 is with Howell Town for the county to provide building inspection services. The contracts have been reviewed by the county attorney and some changes to the fees are being corrected.

MOTION: Commissioner Bingham made a motion to approve Agreement #23-09 subject to the recommended changes by the County Attorney. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ROAD DEPARTMENT

Request for Speed Limit Change on 11080 North-Darin McFarland

Road Supervisor Darin McFarland stated they received a request for a speed study on 11080 North aka 5600 N. Equipment was set up and the data was sent to the engineer. A recommendation of setting the speed at 40 mph was given by the engineer.

MOTION: Commissioner Bingham made a motion to set the speed limit at 40 mph on 11080 N (5600 W) as recommended. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

HUMAN RESOURCES

Policy 7 Correction-Jenica Stander

Human Resource Manager Jenica Stander explained the changes to Policy 7 defines when holidays are paid and when they are not. It also explains leave without pay for extended leave that is not for medical reasons and the process.

MOTION: Commissioner Perry made a motion to approve the changes to Policy 7. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Early H.S.A. Payment Agreements-Jenica Stander

Human Resource Manager Jenica Stander stated they have received a request for an early HSA distribution from an employee with medical hardships.

MOTION: Commissioner Perry made a motion to approve the early HSA payment to an employee. The motion was seconded by Commissioner Bingham and unanimously carried on a

roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Gallagher Benefits Services #23-07 Contracts/Agreements-Jenica Stander

This item was tabled.

The Commissioners recessed to hold an RDA meeting.

MOTION: Commissioner Perry made a motion to move into an RDA meeting. The motion was seconded by Commissioner Bingham and carried unanimously.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 1120096 through 120164 in the amount of \$439,219.54 with voided claim number 118838 and claim numbers 120040 through 120095 in the amount of \$372,325.42, and claim numbers 119946 through 120017 and claim numbers 120024 through 120039 with voided claims 118766, 113491, 114432, and 116170 in the amount of \$1,003,320.76.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
MATTHEWS, NAOMI	SHERIFF'S OFFICE	RE-HIRE	02/26/2023
MILLER, MELISSA	ATTORNEY'S OFFICE	NEW HIRE	02/16/2023
TILBY, JASON	SHERIFF'S OFFICE	PROMOTION	02/07/2023
BUCHANAN, JAMES	EMERGENCY MGMT	VOLUNTEER	03/01/2023
GLOSSON, R. RENEE	ATTORNEY'S OFFICE	COMPENSATION CHANGE	02/21/2023
QUINTERO, STEPHANIE	ATTORNEY'S OFFICE	COMPENSATINO CHANGE	02/17/2023

CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation and the discussion of the character, professional competence, or physical or mental health of an individual.

MOTION: At 6:07 a motion was made by Commissioner Bingham to move into a closed session. The motion was seconded by Commissioner Perry and unanimously carried.

MOTION: At 6:38 a motion was made by Commissioner Perry to reconvene into regular commission meeting. Commissioner Bingham seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

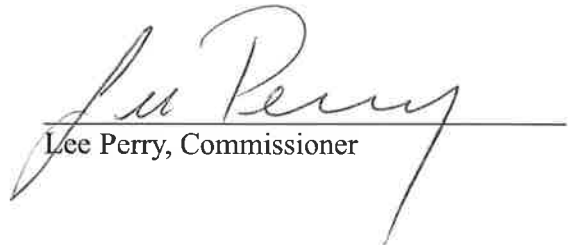
ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 6:38 pm.

ADOPTED AND APPROVED in regular session this 15th day of March 2023.


Stan Summers, Chairman


Boyd Bingham, Commissioner


Lee Perry, Commissioner



ATTEST:


Marla R. Young, Clerk



COUNTY COMMISSION MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, March 01, 2023 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 4:30 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday March 1, 2023 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

1. ADMINISTRATIVE / OPERATIONAL SESSION

- A. Discussion for Seismic and Other Upgrades to Facilities-Mark Millett
- B. Agenda Review / Supporting Documents
- C. Commissioners' Correspondence
- D. Staff Reports

2. CALL TO ORDER 5:00 P.M.

- A. Invocation Given by: Commissioner Perry
- B. Pledge of Allegiance Given by: Human Resource Manager Jenica Stander
- C. Approve Minutes 02-15-2023

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. ARPA

6. EMERGENCY MANAGEMENT ISSUES

- A. 5:08 Special Needs Registry Agreement #23-10-Mark Millett

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 5:11 Use of Courthouse Grounds for Box Elder Run Strong Event June 10, 2023-Tara Roche

8. ATTORNEY'S OFFICE

- A. 5:13 Employee Handbook Policy 4, 5, and 12 Updates-Anne Hansen
- B. 5:16 Brigham City Land Trade Related to 950 W to American Way Access-Anne Hansen

9. COMMISSIONERS

- A. 5:21 Legislative Update-Commissioners

10. COMMUNITY DEVELOPMENT

- A. 5:26 Ordinance #574 to Remove the MPC Zone from the Box Elder County Land Use Management and Development Code-Scott Lyons
- B. 5:28 Corridor Preservation Fund-2023 Priority List-Scott Lyons

- C. 5:30 Corridor Preservation Fund Reimbursement Request-Perry City-CPF19-03-Maddox Lane-Scott Lyons
- D. 5:32 Corridor Preservation Fund Reimbursement Request-Perry City-CPF19-04-Commerce Way-Scott Lyons

11. BUILDINGS & GROUNDS

- A. 5:34 Interlocal Cooperative Agreement #23-08 between Box Elder County and Corinne City for Building Inspection Services-Codey Illum
- B. 5:36 Interlocal Cooperative Agreement #23-09 between Box Elder County and Howell Town for Building Inspection Services - Codey Illum

12. ROAD DEPARTMENT

- A. 5:38 Request for Speed Limit Change on 10800 North-Darin McFarland

13. HUMAN RESOURCES

- A. 5:41 Policy 7 Correction-Jenica Stander
- B. 5:43 Early H.S.A. Payment Agreements-Jenica Stander
- C. 5:45 Gallagher Benefits Services #23-07 Contracts/Agreements-Jenica Stander

14. WARRANT REGISTER

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

16. CLOSED SESSION

17. ADJOURNMENT

Prepared and posted this 24th day of February, 2023. Mailed to the Box Elder News Journal and the Leader on the 24th of February, 2023. 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.

Box Elder County Search and Rescue
End of year Report for 2022

BESAR (Box Elder Search and Rescue) started the year with eight life members, and twenty-seven (27) active members. One (1) active member resigned as she moved to pursue other employment. The year ended with seven (7) life members and twenty-six (26) active members.

During the year, there were 12 meetings held of which four (4) members had 100% attendance: Kirk Ward, Darren Smith, Dana Young and Steve Hales. Miles and time for meetings are calculated to be 6,316 miles and 235 hours.

During the year, there were twenty one (21) training courses. There were additional training for the Rope team as well as a county familiarization ride in the January. Miles and time for training are calculated to be 11,282 miles and 845 hours.

During the year, there were twenty three (23) search and rescue callouts and many more efforts in the Dylan rounds case involving over 19,506 miles and 797 hours of reported BESAR time. Miles and time for call outs are calculated to be 33,977 miles and 1,169 hrs.

During the year, there were 11 officer meetings held. Miles and time for officer meetings were 1205 miles and 81 hrs.

During the year, additional volunteer miles and hours for various activities and duties not mentioned were 230 miles and 300 hours.

Miles are calculated based on each member traveling that distance whether riding solo or more than one (1) member in a vehicle. Miles may also include county or personal vehicles, UTVs, ATV, or sleds. Total miles for the year are calculated to be 53,158 miles and 2,554, hours. If the price per mile of 62.5 cents is used as taken from the IRS website, the total cost in miles is \$33,223. If the average US wage of a Rescue worker of \$20.95 is used, the cost in hours is \$53,506. The combined volunteer effort for miles and time is \$86,729.

**STATEWIDE MEMORANDUM OF
AGREEMENT FOR
THE SPECIAL NEEDS REGISTRY**

This STATEWIDE MEMORANDUM OF AGREEMENT FOR THE SPECIAL NEEDS REGISTRY is entered into this 1st day of March, 2023 by and between Box Elder city/county/tribe, a body politic and corporate of the State of Utah (“Political Subdivision”) and the State of Utah, Department of Public Safety, Division of Emergency Management (“DEM”), an agency of the State of Utah.

WHEREAS: the state of Utah is subject to natural and other types of disasters and residents with special needs may be severely vulnerable in the time of such a disaster; and

WHEREAS: communication, notification, and evacuation issues may be difficult for local emergency managers to manage and/or impart to people with special needs; and

WHEREAS: the State of Utah, has created a Special Needs Registry wherein individuals with disabilities and others with access and functional needs may voluntarily report their name, address, contact information, and disability, and facilities may register the conditions of their clientele for purposes of enhanced emergency response planning; and

WHEREAS: access to this information may be shared between DEM, each city and county emergency manager and appropriate response agencies within the state to better prepare for the realities of individuals with disabilities and others with access and functional needs during a disaster; and

WHEREAS: the information distributed within the Special Needs Registry report is private information that must be vigilantly protected to ensure appropriate use of the entrusted data;

NOW THEREFORE, in consideration of the mutual agreement of the parties, the undersigned Political Subdivision of the State of Utah agrees as follows:

1. DEM will provide access to Special Needs Registry data to three (3) authorized employees designated by the Political Subdivision upon receipt of appropriate request and verification.
2. Upon receipt of access to Special Needs Registry data, the Political Subdivision assumes all liability for use of the data. Responsibility for appropriate dissemination of Special Needs Registry data, emergency planning and response activity for individuals with disabilities and others with access and functional needs rests entirely with the Political Subdivision. DEM is not responsible for any actions undertaken by the Political Subdivision with the provided data.

3. Upon receipt of access to Special Needs Registry data, the Political Subdivision becomes a trusted user of the data and must safeguard the data pursuant to the applicable provisions of Utah Code Ann. §§ 63G-2-101 et seq. The Political Subdivision acknowledges that the data is necessary to the performance of its duties and functions, the data will only be used for a purpose similar to the purpose for which the data was collected or obtained and that the use of the data produces a public benefit that outweighs individual privacy concerns. All releases of this data must be closely guarded and only disseminated to persons or entities with emergency support functions. Release of this data to any public or private entity that does not have emergency support functions or who might utilize the data for any purpose other than emergency management planning is strictly prohibited.

IN WITNESS WHEREOF, the following Political Subdivision and DEM have caused this Agreement to be signed and attested by the officers shown and the corporate seal of such Political Subdivision to be hereto affixed, this

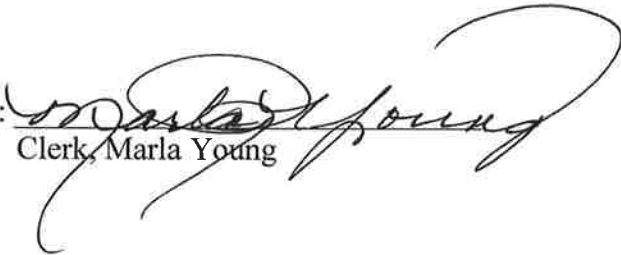
15th day of March, 2023, and this Agreement will be reviewed no less than every five years.

The County of Box Elder Utah

Chairman:


Stan Summers, Box Elder County

Attest:


Clerk, Marla Young



Department of Public Safety, Division of Emergency Management

Kris Hamlet / DEM Director

ORDINANCE NO. 574

AN ORDINANCE OF BOX ELDER COUNTY REMOVING CHAPTER 3-8-1, MASTER PLANNED COMMUNITY ZONE, FROM THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.

WHEREAS, a recommendation has been made to remove Chapter 3-8-1, Master Planned Community Zone, from the Box Elder County Land Use Management & Development Code; and

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

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on February 16, 2023 to allow the general public to comment on this proposed text amendment; and

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

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

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on March 1, 2023, to review and discuss this proposed amendment; and

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

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

SECTION 1: Ordinance Text Amendment. Chapter 3-8-1, Master Planned Community Zone, of the Box Elder County Land Use Management & Development Code is hereby removed as set forth in Exhibit A.

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

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this _____ day of _____, 2023, by the Board of County Commissioners of Box Elder County, Utah,



Commissioner Bingham Voting *[Signature]*
Commissioner Summers Voting *[Signature]*
Commissioner Perry Voting *[Signature]*

[Signature]
Box Elder County Commission Chair

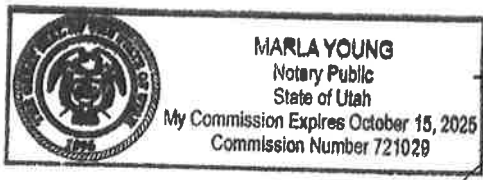
Attest:

[Signature]
Marla Young
Box Elder County Clerk

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

On this 1st day of March, 2023, personally appeared before me, the undersigned notary public, Stan Summers, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct 15, 2025



[Signature]
Notary Public

EXHIBIT A

~~Chapter 3-8-1 Master Planned Community Zone~~ ~~Ordinance No. 316 as adopted August 11, 2009~~

~~Sections 3-8-1~~

- ~~— Purpose and Intent~~
- ~~— MPC Zones Created~~
- ~~— Eligibility~~
- ~~— Master Planned Community Application Submittal~~
- ~~— Payment of Fees~~
- ~~— Selection of Planning Consultants~~
- ~~— Rezoning Required~~
- ~~— Zone Designation~~
- ~~— Phasing~~
- ~~— Exceptions or Variations from the Approved Specific Plans~~
- ~~— Zoning Reversion~~

Purpose and Intent

~~— The purpose of the Master Planned Community (MPC) Zone designation is to provide a regulatory tool which allows large properties to be developed in accordance with a specific plan and pursuant to a development agreement. The MPC relies on the submission of a specific plan, creation of unique zone descriptions, and negotiated development agreements to promote inventive and efficient land use patterns that would otherwise be difficult or impossible to accomplish under other county zoning ordinances. Such areas will result in a unified development that promotes a sense of community, high quality design standards, walkable neighborhoods, centers of activity, and increased compatibility with surrounding properties. Such areas may promote a mix of uses, traditionally separated in the county ordinance.~~

~~— Specific plans are conceptual in nature but more precise than the County General Plan. Specific plans will generally include text and maps sufficient to generally delineate proposed land uses issues for the site. Specific plans shall provide goals for the area which can be translated into more formal zoning designations.~~

MPC Zones Created

~~— An area approved as a MPC may generally follow the requirements of an existing conventional zone but shall be considered a new zoning district. If an existing zone is to be followed, variations from that zone are anticipated and encouraged to meet the goals of the approved specific plan. Property to which the MPC has been applied may require a General Plan change, followed by a subdivision(s) or conditional use permit(s) and shall be developed only in conformance with an approved specific plan and development agreement. Land uses appropriate to the area shall be defined in the process and in the new zone.~~

Eligibility

- ~~— To be considered for a MPC zone, all applications shall meet the following criteria:~~
- ~~1. Encompass a minimum of one hundred (100) acres to assure reasonable internal and external~~

land-use compatibility. The property in question shall be solely owned by an individual, partnership, or corporate entity, or under option to purchase by an individual, partnership, or corporate entity, at the time an MPC application is submitted; otherwise, the MPC application shall be filed jointly by all owners of the property.

2. Demonstrate in textual, visual, and oral form to the Planning Commission and the County Commission that the property in question is unique due to size, slope, natural features, sensitive lands, natural hazards, current land uses, other relevant features or that difficult hardship related conditions exist.
3. All areas of the proposed MPC zone shall be included in the specific plan.
4. Offer unique advantages over traditional forms of development as determined by the Planning Commission and County Commission.
5. A portion of the housing units shall be income targeted housing for persons of medium and low income. The number of income targeted housing units must be commensurate with the size and scope of the proposed development and is subject to the approval by the County Commission.

Master Planned Community Application Submittal

Minimum requirements for submittal to the Planning Commission are as follows:

1. An accurate legal description of the entire MPC zone to be designated. A map shall be included showing the area and vicinity. The MPC zone proposed may include more property than is currently being considered for a current development plan but which may later be developed in a subsequent phase as shown in the current development plan.
2. A specific plan including: the conceptual location, arrangement and configuration of the various land uses proposed; the general alignment of arterial, collector, and other backbone streets; the system of open spaces and pedestrian/bicycle trails; existing vegetation; potential lotting patterns; density; development amenities; proposed housing for persons of medium or low income; and other relevant information.
3. Contour information shall be provided in areas with slopes over 10%. Anticipated final grading should also be conceptually identified.
4. Proposed locations for stormwater detention and the system for collection and distribution.
5. Method of providing water and sewer service, including verification of capacity.
6. A list of permitted and conditional uses.
7. Conceptual standards for height, placement, and size of buildings including setbacks.
8. Title commitment report.
9. Payment of initial General Plan Amendment and Zoning Map/Ordinance Amendment Application fees.

Payment of Fees

The County has limited personnel and financial resources to consider the issues raised by an MPC application. Upon payment of the initial application fees, the applicant shall schedule a meeting with the County Planner, including the County's engineer, and County's legal counsel, to prepare an initial cost estimate and/or requests for proposals for planning or other consultants the County determines are needed for review and consideration of the proposed plan, development agreement and rezoning. The need for consultants shall be at the discretion of the County Planner. After the meeting with the County Planner, the County's engineer, and County's legal counsel and an appropriate time for the receipt of proposal from needed consultants, the County shall provide the applicant with an estimate of the extraordinary expenses that will be caused by the application including, but not limited to, outside planning consultants, outside engineering consultants, and outside legal counsel. If the applicant desires to continue to process the application, the applicant shall deposit with the County twenty percent (20%) of the estimated

expenses. The County shall draw on the application deposit on a monthly basis as billed by the required consultants and shall promptly provide copies of such bills to the applicant. At the end of any month when the deposit shall become lower than ten percent (10%) of the estimated expenses, the applicant shall, in order to continue processing the application, within fifteen (15) days of being notified by the County, deposit with the County such monies as are necessary to restore the deposit to being no less than ten percent (10%) of the estimated expenses. The total amount of billing to the applicant for an MPC application shall not exceed one hundred ten percent (110%) of the initial estimate. At the completion of the processing of an MPC application, any balance remaining on the deposit shall be refunded to the applicant. In the event the MPC applicant conforms to the foregoing, such application will be expedited by the County.

Selection of Planning Consultants

— In recognition of the fact that the applicant for an MPC Zone is paying fees for outside planning and engineering consultants the County shall consult in good faith with the applicant in selecting such planning consultants. The County shall choose engineers, which shall be chosen at the sole and unfettered discretion of the County specifically, prior to choosing the planning consultants, the County and the applicant shall meet and attempt to create a process that complies with State law and the County Code in obtaining proposals for such services. After proposals are received for the provision of such planning services, the County and the applicant shall cooperate in choosing the consultants considering such factors as the cost and timing for performing such services and the experience of the proposers in successfully working on projects of the type being proposed. The applicant, in its sole discretion, shall be entitled to veto the selection of any one planning consultant. The ultimate selection of the consultants shall be the County's.

Rezoning Required

— The rezoning shall follow procedures outlined in the County Code for such processes. No rights to any development pursuant to this MPC Ordinance shall accrue to any property until all of the requirements of this MPC Ordinance are satisfied, including the execution and recordation of a development agreement. The zone approval shall include the following:

1. A specific plan including maps, text, and supporting information as defined in the previous section.
2. The text for the draft property specific MPC zone, and any associated sub-districts, to be implemented, generally defined with the following elements:
 - a. Name of Zone/Purpose/Goals
 - b. Lot area, width, setbacks, building heights, lot coverage, and housing densities.
 - c. Streetscapes, parking, and circulation
 - d. Fencing
 - e. Signs
 - f. Architectural standards
3. A development agreement that runs with the land.

Zone Designation

— Each MPC zone shall, after its adoption, have a unique designation pertaining to the area to be rezoned. It shall be designated by the prefix "MPC" and then a descriptive title for the area it is intended to cover. Each new MPC zone shall be added to this chapter.

Phasing

~~———— Projects may be phased over a defined number of years. For example, a project may have an initial phase of land contouring or gravel extraction, and then lead into residential or commercial construction or development. Phasing shall be defined as part of the specific plan and shall be a part of the development agreement.~~

~~———— Phases and property may be added to a particular MPC zone subject to an amendment to the specific plan and development agreement.~~

~~**Exceptions or Variations from the Approved Specific Plans**~~

~~———— After adoption of the MPC, during the construction process, there may be a need for modifications to the plans. Changes to the specific plans shall be made pursuant to the processes specified therefore in the approved development agreement or, if there are no such procedures, the Planning Commission shall hold a hearing and make a determination in favor, against, or a modification to the proposal. All approved specific plans shall be strictly followed.~~

~~**Zoning Reversion**~~

~~———— If substantial construction or the initial defined phase is not begun within seven (7) years or as otherwise provided in the development agreement, the MPC zone will be considered abandoned and revert to the previous zone designation without any additional action by the County Commission or the Planning Commission, or in lieu of automatic reversion to the previous zone designation the County may elect to rezone the property to some other zoning classification other than the previous zone designation. Extensions of the zoning designation may be granted by the County Commission, if legitimate reasons are offered by the applicant or property owner, or the Commission finds that it is in the best interest of Box Elder County to continue the zone designation.~~

Box Elder County

2023 Legislative Session Notes and Tracking List

Tuesday: UAC Natural Resources Steering Committee; UAC Community Development Steering Committee Zoom; Utah Redevelopment Association (URA) Legislative Zoom

Wednesday: Northern Utah Chamber Coalition (NUCC); Utah Assn of Counties (UAC) Economic Development Affiliate (EDA) Committee Zoom

Thursday: Yellowcake Caucus; UAC Legislative Policy Committee Meeting;

Friday: Utah Rural Caucus Meeting

Ad Hoc per Legislative Schedule: Various House and Senate (Sub)Committee Hearings and per Legislature Calendar

Appropriation Requests and General Items of Interest

- Bear River Mental Health Receiving Center – Behavioral Health Emergency Room - \$3M one-time and \$1.5M ongoing for a ~10,000sf building
 - United Way of Northern Utah building request - \$700k
 - Utah State University – Earthquake Engineering Center - \$3.15M one-time funding
 - Encouraging support for continued rural opportunity grant programming
 - Encouraging support for affordable workforce housing supply
 - Encouraging support for Manufacturing Modernization program development re: supply chain preservation
 - Initiating educational conversations re: funding additional passing lanes on SR 30 – Box Elder Co to Cache Co
 - Support for State’s Broadband Center deployment of funds for distributing service in more rural communities. Currently in assessment stage
 - Utilization of State’s TANF monies towards local needs
 - Sens. Jerry Stevenson and Ann Millner in NUCC meetings have noted that as of the close of the deadline for appropriations requests, an aggregate of non-State agency requests totaled \$3.2B. It was said that many of us will need to reign in our expectations for the State to fund local requests. “We’ve gotten too used to a lot of easy federal funds.” Greater concentration needs to be given for local jurisdictions to fund their needs at the local level.
 - General advocacy for greater local authority for self-determination
-

Bill Tracking

❖ House:

- **HB44 – Transportation Corridor Funding Amendments (Christofferson) (Support)**
 - Permits planning/funding horizon of 40yrs, up from current 30yrs
 - **HB51 S2 – Railroad Right of Way Amendments (Snider) (Support)**
 - Allows public entities to assess cost-sharing for the improvement of crossings, proportionate to the RR's benefit
 - **HB58 – Tax Modifications (Spendlove) (Monitor) (Passed)**
 - Corrections to provisions related to tax, including eliminating redundant language; modifies required contents of property tax notices; clarifies State agency responsible for certain sales tax deposits and transfers
 - **HB66 S2 – Behavioral Health Crisis Response Commission Amendments (Eliason) (Support)**
 - Provides possible funding for a regional community resource center to serve the broader BRAG region. Potential for abated costs of providing better crisis management services to citizens
 - **HB76 – Tourism Fund Amendments (Jimenez) (Monitor; Mixed)**
 - Allows redirection of certain tourism taxes towards offsetting costs of tangential public services. Would permit counties of the 3rd Class to utilize such monies similarly to counties of the 4th through 6th Class
 - **HB196 – Eminent Domain Provisions (M. Petersen) (Monitor; URA Opposes) (Failed)**
 - Removes creation of a public park as public use which eminent domain can be utilized
 - **HB206 – Airport Land Use Requirements (Ballard) (Monitor)**
 - Encourages local jurisdiction protection of airport uses via overlay zones, notices of potential impacts, avigation easements, and governance when conflicts arise
 - **HB224 – Outdoor Recreation Initiative (Stenquist, Anderegg) (Support)**
 - Creation of State parameters for prioritizing outdoor recreation infrastructure as economic drivers
 - **HB231 – Low Income Housing Property Tax Exemption (Eliason) (Monitor)**
 - Amends definitions related to property tax exemptions under which a private property owner (as a nonprofit) uses assets towards permanent supportive housing for a property tax exemption
 - **HB232 – Railroad Crossing Maintenance Amendments (Cutler) (Support)**
 - Establishes DOT process to oversee at-grade crossings and ability to assess costs to railroads; defines jurisdiction over disputes
 - **HB291 – Short Term Rental Amendments (Musselman) (Monitor; Mixed) (Failed)**
 - Creates an amnesty period for non-conforming providers to come in to compliance and be grandfathered; creates Short-Term Rentals Municipal Pilot Program; requires listings include certain identifiable information
 - **HB331 – Microenterprise Home Kitchen Amendments (Watkins) (Monitor; Mixed) (Failed)**
 - Requires allowance of microenterprise home kitchens to operate under certain conditions, establishment of regulations
 - **HB364 – Housing Affordability Amendments (Whyte) (Monitor)**
 - Modifies process for Moderate Income Housing reporting, provides an appeal process, and how financial penalties may be allocated
 - **HB371 – Working Farm and Ranch Protection Fund (Snider) (Support)**
 - Establishes a relevant fund for the preservation of certain agricultural lands and open spaces; addresses county use of Greenbelt rollback taxes
 - **HB397 – Urban Farming Assessment Amendments (Kohler) (Monitor)**
 - Addresses portions of parcels withdrawn from Greenbelt and how rollback taxes may be applied
 - **HB406 – Land Use, Development, and Management Act Modifications (aka LUDMA) (Whyte) (Monitor)**
-

- Modifies a municipal annexation process for unincorporated private property and how boundary commission may consider competing petitions, how a municipality may adopt temporary land-use restrictions, and how private parties and municipalities may use development agreements
- **HB407 – Incentives Amendments (Christofferson) (Monitor) (Failed)**
 - Requires any State agency issuing a tax credit to keep Tax Commission current with names of issued and amounts claimed, incl. a weblink with the same
- **HB408 – Mobile Business Licensing Amendments (Spendlove) (Monitor)**
 - Modifies local jurisdiction authority to regulate mobile businesses and further clarifies/defines enclosed mobile businesses

❖ **Senate:**

- **SB27 – Transportation Revisions (Harper) (Monitor)**
 - Mostly catch-all of clerical changes; modifies Cache Co's TTIF matching from 40% to 20%
- **SB84 – Housing & Transit Reinvestment Zone Amendments (Harper) (Support)**
 - Amends provisions re: objectives and requirements of the HTRZ; limits land ownership a proponent county may possess within an HTRZ; requires GOED/GOEO to notify certain entities after receiving an HTRZ proposal and requires the Tax Commission to provide an opinion re: administering the tax implications; amends the membership of an HTRZ committee
- **SB94 – Special Service District Bonds Amendments (Winterton) (Monitor)**
 - Permits issuance of special service district bonds that are secured by mineral lease payments
- **SB125 – Transportation Infrastructure Amendments (Wilson) (Support)**
 - Promotes the importance of the ASPIRE Center at USU as the State's research center for strategic planning, engineering, and electrification of transportation infrastructure
- **SB153 S2 – Governor's Office of Economic Opportunity Amendments (Winterton) (Monitor)**
 - Governing of reporting of reinvestment agencies to Legislature/GOED
 - Companion legislation with Dunnigan bill
- **SB174 – Local Land Use and Development Revisions (Fillmore) (Monitor)**
 - Amends penalties for noncompliance with Moderate Income Housing report, circumstances under which a garage may be included in definition of an ADU, and amends a jurisdiction's authority to restrict ADUs based upon interior cosmetic elements; enacts a new process for subdivision review and approval

❖ **Joint Resolutions:**

- **HJR16 – Review of Railroad Authority (Wilcox) (Support)**
 - Urges Congress to review federal laws related to freight railroad infrastructure and develop solutions for state and local authority
- **SJR1 – Proposal to Amend the Constitution for Purposes of Revenue & Taxation (McCay) (Monitor; Concerns)**
 - Proposal to Amend the Utah Constitution for purposes of revenue & taxation - Proposes to amend the Constitution that'd require that 45% of Fair Market Value of residential property be exempt from property tax, allow a greater-than-45% portion exemption, and prohibit imposing a tax on the transfer of real property.
 - These elements are concerning to economic development because any greater reduction of residential property taxes creates a revenue shift that would be picked up by businesses and commercially zoned properties - increasing their share of paying for local jurisdiction budgets (increased economic volatility too during times of uncertainty or shifting land uses). May have implications re: 5-year rollback taxes paid after removing an agriculture Greenbelt property zoning.
- **SJR3 – Proposal to Amend the Constitution to Property Tax Exemptions (Fillmore) (Monitor; Concerns)**
 - Proposes to modify provisions re: property tax exemptions for privately owned real property that it "used to support public education" or individuals with a disability.

- May have unintended consequences re: shifting property ownership/investment vehicles to mitigate property tax liabilities, affecting local jurisdiction revenue collections (tax shift). Recommend watching. The League is watching this one closely too.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN BOX ELDER COUNTY AND
CORINNE CITY, UTAH
FOR BUILDING PERMIT AND PLAN REVIEW SERVICES.**

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”) is made and entered into this 15th day of March, 2023, by and between BOX ELDER COUNTY, a County government and body corporate and politic of and within the State of Utah (“**County**”), and CORINNE CITY, a municipal corporation and body corporate and politic of and within the State of Utah (“**City**”). County and City are sometimes referred to collectively as the “**Parties**” (or individually as “**Party**”).

WHEREAS, County provides building permit and plan review services to residents in unincorporated areas of Box Elder County, as well as in several municipalities;

WHEREAS, the Parties desire to work cooperatively by providing building permit, inspection, and plan review services; and

WHEREAS, the Parties are public agencies as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. Section 11-13-101, et seq. (the “**Interlocal Act**”), and are authorized to enter into this agreement to act jointly and cooperatively to achieve the purposes of providing building permit and plan review services, as set forth herein;

NOW, THEREFORE, the Parties, in consideration of the promises and covenants contained in this agreement, the receipt of which is hereby acknowledged, covenant and agree as follows:

1. **Definition of “Building Permit & Plan Review Services.”** “Building permit, inspection, and plan review services” are defined as including all building inspection and plan review services required under the International Building Code, International Mechanical Code, International Plumbing Code and National Electrical Code, as adopted by the State of Utah and as in force, from time to time, within the City pursuant to the provisions of the Utah Uniform Building, Construction and Fire codes.
2. **County’s Duty to Provide Services.** For the duration of the Agreement, the County shall provide all “building permit and plan review services” required within City limits and for all City owned facilities. The County shall also provide a qualified and Utah certified building inspector to perform the services noted in paragraph one (1).
3. **City’s Duty to Provide Planning and Zoning Review, and Basic Clerical Services, Including Collecting/Paying Fees.** For the duration of the Agreement, the City shall provide planning and zoning reviews, and basic clerical services, including:
 - a. Accepting new building permit applications; and

- b. Collecting building permit, plan review deposits and impact fees from applicants; and
 - i. The City shall collect a refundable deposit for each project, \$1700.00 for new single-family dwellings, and \$2500.00 for commercial buildings.
- c. Conducting planning and zoning review in accordance with city ordinance; and
- d. Assisting in coordinating inspection times and schedules (to the degree desired by the County's inspectors); and
- e. Completing and submitting all quarterly building inspection reports and fees to the State of Utah; and
- f. Submitting all fees pursuant to this Agreement to the County, as set forth in the following paragraphs, and on a periodic basis determined by the County; and
- g. Other related work.

4. **Fee for Providing Building Permit & Plan Review Services.** In return for the services noted in paragraph 2, City shall pay the County an amount equal to 75% of the building permit fee and 100% of the plan review fee for plan review on residential permits, and 60% of the plan review fee on Commercial permits. On commercial building permits with valuations over \$500,000, City shall also be responsible for all costs associated with (3) third party structural peer review fees when needed. All payments shall be made quarterly to the County within 30 days of the end of each quarter.
5. **City's Ongoing Budget Plans; No New Entity Created.** City will budget (in the Fiscal Year 2023-2024 budget) and plans on continuing to budget (in future Fiscal Year Budgets) adequate funds for building permit and plan review services to be provided under this Agreement. In so doing, no new local district or other new entity is created.
6. **Duration and Termination.** As permitted by Utah Code Ann. Section 11-13-216, this Agreement shall take effect upon approval by resolution, by both Parties, and shall continue in force for one (1) year, at which time a review will be conducted (by all participants) to implement any significant changes. Following this review, this Agreement shall continue for successive period of one (1) year period. Either Party may terminate its obligations under this Agreement after giving sixty (60) days advance written notice of termination to the other Party.
7. **Liability and Indemnification.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63-30G-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.
8. **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized by resolution of the legislative bodies (City Council and County Commission) of each Part pursuant to Section 11-13-202.5 of the Interlocal Act; and
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act; and
 - c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records (County Clerk or City Recorder) of each Party, pursuant to Section 11-13-209 of the Interlocal Act; and
 - d. Except as otherwise specifically provided for herein, each Party shall be responsible for its own costs of any action initiated pursuant to this Agreement, and for any financing of such costs; and
 - e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Board of County Commissioners of the County and the Mayor of the City. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement, unless specifically agreed to in writing. To the extent that a Party acquires, holds, or disposes of real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the manner that it deals with other property of such Party; and
9. **Counterparts.** This Agreement may be executed in counterparts by County and City. In such event, a duly executed original counterpart shall be filed with the keeper of records (County Clerk or City Recorder) of each Party pursuant to the Interlocal Act.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
11. **Entire Agreement; Binding Agreement; Authorized Signatures.** This Agreement contains the entire Agreement between the Parties, with respect to the subject matter hereof, and no statements promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties. This Agreement is binding upon the insurers to the benefit of the respective Parties hereto, their successors, heirs and assigns. County and City have each executed this Agreement (by the Board of Mayor of each Party) after having received authority to do so by their governing bodies (Board of County Commissioners or City Council).
12. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by Resolution of the legislative body (Board of County Commissioners or City Council) of each of the Parties, (b) executed by a duly authorized official(s) (Board of County Commissioners and the Mayor) of each of the Parties, (c) submitted to an attorney

for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records (with the County Clerk or City Recorder) of each Party.

13. **No Employment.** Building inspector(s) provided by the County shall be County and not City employees.

IN WITNESS WHEREOF, The Parties have subscribed their names and seals of the day and year first above written.

BOX ELDER COUNTY



By: *Stan Summers*
Stan Summers, County Commission Chair

Attest:

By: *Marla Young*
Marla Young, County Clerk

Date: *March 7, 2023*

Reviewed as to Proper Form and Compliance with Applicable Law, by the BOX ELDER COUNTY attorney:

By: _____
Stephen R. Hadfield, County Attorney

Date: _____

CORINNE CITY

By: _____
Shane Baton, Mayor

Attest:

By: _____
Kendra Norman, City Recorder

Date: _____

Reviewed as to Proper Form and Compliance with Applicable Law, by _____
City Attorney:

By: _____
J. Craig Smith, City Attorney

Date: _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN BOX ELDER COUNTY AND Howell Town, UTAH
FOR BUILDING PERMIT AND PLAN REVIEW SERVICES.**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 14th day of February, 2023, by and between BOX ELDER COUNTY, a County government and body corporate and politic of and within the State of Utah ("County"), and HOWELL TOWN, a municipal corporation and body corporate and politic of and within the State of Utah ("City"). County and City are sometimes referred to collectively as the "Parties" (or individually as "party").

WHEREAS, County provides building permit and plan review services to residents in unincorporated areas of Box Elder County, as well as in several municipalities, and

WHEREAS, the Parties desire to work cooperatively by providing building permit, inspection, and plan review services; and

WHEREAS, the Parties are public agencies as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. Section 11-13-101, et seq. (the "Interlocal Act"), and are authorized to enter into this agreement to act jointly and cooperatively to achieve the purposes of providing building permit and plan review services, as set forth herein;

NOW, THEREFORE, the Parties, in consideration of the promises and covenants contained in this agreement, the receipt of which is hereby acknowledged, covenant and agree as follows:

1. **Definition of "Building Permit & Plan Review Services."** "Building permit, inspection, and plan review services" are defined as including all building inspection and plan review services required under the International Building Code, International Mechanical Code, International Plumbing Code and National Electrical Code, as adopted by the State of Utah and as in force, from time to time, within the City pursuant to the provisions of the Utah Uniform Building, Construction and Fire codes.
2. **County's Duty to Provide Services.** For the duration of the Agreement, the County shall provide all "building permit and plan review services" required within City limits and for all (city) owned facilities. The County shall also provide a qualified building inspector to perform the services noted in paragraph one (1).
3. **City's Duty to Provide Planning and Zoning Review, and Basic Clerical Services, Including Collecting/Paying Fees.** For the duration of the Agreement, the City shall provide planning and zoning reviews, and basic clerical services, including:
 - a. Accepting new building permit applications; and
 - b. Collecting building permit, plan review deposits and impact fees from applicants; and
 1. The City shall collect a refundable deposit for each project, \$1700.00 for new single-family dwellings, and \$2500.00 for commercial buildings.

- c. Conducting planning and zoning review in accordance with city ordinance; and
 - d. Assisting in coordinating inspection times and schedules (to the degree desired by the County's inspectors); and
 - e. Completing and submitting all quarterly building inspection reports and fees to the State of Utah; and
 - f. Submitting all fees pursuant to this Agreement to the County, as set forth in the following paragraphs, and on a periodic basis determined by the County; and
 - g. Other related work.
4. **Fee for Providing Building Permit & Plan Review Services.** In return for the services noted in paragraph 2, City shall pay the County an amount equal to 75% of the building permit fee and 100% of the building plan review fee for plan review on residential permits, and 60% of the plan review fee on Commercial permits. On commercial building permits with valuations over \$500,000, City shall also be responsible for all costs associated with (3) third party structural peer review fees when needed. All payments shall be made quarterly to the County within 30 days of the end of each quarter.
5. **City's Ongoing Budget Plans; No New Entity Created.** City has budgeted (in the Fiscal Year 2023-2024 budget) and plans on continuing to budget (in future Fiscal Year Budgets) adequate funds for building permit and plan review services to be provided under this Agreement. In so doing, no new local district or other new entity is created.
6. **Duration and Termination.** As permitted by Utah Code Ann. Section 11-13-216, this Agreement shall take effect upon approval by resolution, by both Parties, and shall continue in force for one (1) year, at which time a review will be conducted (by all participants) to implement any significant changes. Following this review, this Agreement shall continue for successive period of one (1) year period. Either party may terminate its obligations under this Agreement after giving sixty (60) days advance written notice of termination to the other party.
7. **Liability and Indemnification.** Both parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63-30G-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.
8. **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the parties agree as follows:
- a. This Agreement shall be authorized by resolution of the legislative bodies (City Council and County Commission) of each Part pursuant to Section 11-13-202.5 of the Interlocal Act; and

- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act; and
 - c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records (County Clerk or City Recorder) of each Party, pursuant to Section 11-13-209 of the Interlocal Act; and
 - d. Except as otherwise specifically provided for herein, each Party shall be responsible for its own costs of any action initiated pursuant to this Agreement, and for any financing of such costs; and
 - e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Board of County Commissioners of the County and the Mayor of the City. No real or personal property shall be acquired jointly by the parties as a result of this Agreement, unless specifically agreed to in writing. To the extent that a Party acquires, holds, or disposes of real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the manner that it deals with other property of such Party; and
9. **Counterparts.** This Agreement may be executed in counterparts by County and City. In such event, a duly executed original counterpart shall be filed with the keeper of records (County Clerk or City Recorder) of each Party pursuant to the Interlocal Act.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
11. **Entire Agreement; Binding Agreement; Authorized Signatures.** This Agreement contains the entire Agreement between the Parties, with respect to the subject matter hereof, and no statements promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties. This Agreement is binding upon the insurers to the benefit of the respective parties hereto, their successors, heirs and assigns. County and City have each executed this Agreement (by the Board of Mayor of each Party) after having received authority to do so by their governing bodies (Board of County Commissioners or City Council).
12. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by Resolution of the legislative body (Board of County Commissioners or City Council) of each of the parties, (b) executed by a duly authorized official(s) (Board of County Commissioners and the Mayor) of each of the parties, (c) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal

Act, and (d) filed in the official records (with the County Clerk or City Recorder) of each Party.

IN WITNESS WHEREOF, The Parties have subscribed their names and seals of the day and year first above written.

BOX ELDER COUNTY



By: [Signature]
Stan Summers
County Commission Chair

Attest:

By: [Signature] Date: March 7, 2023
Marla Young, County Clerk

Reviewed as to Proper Form and Compliance with Applicable Law, by the BOX ELDER COUNTY attorney:

By: _____ Date: _____
Stephen R. Hadfield, County Attorney

HOWELL TOWN

By: _____
Mayor

Attest:

By: _____ Date: _____
City Recorder

Reviewed as to Proper Form and Compliance with Applicable Law, by _____
City Attorney:

By: _____ Date: _____
City Attorney