

**MINUTES  
BOX ELDER COUNTY COMMISSION  
JANUARY 3, 2024**

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 **January 3, 2024**. The following members were present:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla R. Young	Clerk

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 4:50 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

The prayer was offered by Commissioner Bingham.

The Pledge of Allegiance was led by Clerk Marla Young.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF DECEMBER 20, 2023 WERE POSTPONED.**

**ATTACHMENT NO. 1 - AGENDA**

**ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION**

There were no Administrative Review Items discussed.

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**FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**

**Appointments to the Bear River Water Conservancy Board - Commissioner Bingham**

Commissioner Bingham said in a prior Commission meeting they learned that the appointment for a water conservancy district was different as per state code. He said he has talked to different municipalities and some names were submitted. He stated there is a need to include representation from the municipalities. He gave names that were submitted. He recommended Lyle Holmgren as a representative of the Tremonton/Garland area, Leslie Kendrick for the Deweyville, Honeyville, Collinston, Beaver Dam, and Harper Ward area, and Riggin Holmgren for the Bear River City, Corinne, and West Corinne area.

Commissioner Perry asked what the thought process was.

Commissioner Bingham stated it was to get elected official representation from each area to represent the municipalities.

**MOTION:** Commissioner Bingham made a motion to appoint Lyle Holmgren, Leslie Kendrick, and Riggin Holmgren to the Bear River Water Conservancy Board. 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.

**EMERGENCY MANAGEMENT ISSUES**

There were no Emergency Management Issues discussed.

**ARPA/LATCF**

Commissioner Perry stated they could look at using some funds for the Family Support Center and asked for it to be placed on the next agenda.

**COMMISSIONERS**

**Appoint 2024 Commission Chairman-Commissioners**

Chairman Summers stated they need to appoint the 2024 Commission Chairman.

**MOTION:** Commissioner Bingham made a motion to appoint Commissioner Perry as Chairman of the Commission for 2024. Chairman Summers seconded the motion and it carried unanimously on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Chairman Perry conducted the remainder of the meeting.

**Commission Assignments for 2024-Commissioners**

The Commissioners kept the same assignments.

**Rural County Grant Agreement #23-89-Commissioner Summers**

Commissioner Summers explained Grant Agreement #23-89 is a \$200,000 rural grant given by the state of Utah for economic development opportunities.

**MOTION:** Commissioner Summers made a motion to approve Grant Agreement #23-89. The motion was seconded by Commissioner Bingham and carried unanimously on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 2 - Agreement #23-89**

**COMMUNITY DEVELOPMENT**

**Salina Creek Subdivision 2-Lot-Scott Lyons**

Community Development Director Scott Lyons stated the Salina Creek Subdivision 2-Lot is located at 5553 W 6800 N between Bear River City and Elwood. It has been through all applicable departments and is ready for approval.

**MOTION:** Commissioner Summers made a motion to approve the Salina Creek Subdivision 2-Lot. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

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**Corridor Preservation Fund Reimbursement-Tremonton CPF22-01-Scott Lyons**

Community Development Director Scott Lyons explained Project #CPF22-01 was an acquisition project approved in 2022. Tremonton City is now requesting \$ 29,175.75 as the acquisition is complete. The location is 1200 S (Rocket Road).

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

**RISK MANAGEMENT**

**Turnpro Property Damage Release-Chase Stratton**

Risk Manager Chase Stratton explained the release form is for an accident that took place at the fairgrounds in July. There was damage done at a barrel racing event. He stated the release has been reviewed by the County Attorney.

**MOTION:** Commissioner Summers made a motion to sign the release with Turnpro. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**FIRE DEPARTMENT**

**Agreement #23-86 with Snowville and Cassia County for Fire and EMS Services-Kevin Lloyd**

Fire Marshal Kevin Lloyd explained Agreement #23-86 is with Snowville and Cassia county for EMS services provided by the county.

Attorney Hadfield stated there are a few changes that need to be made.

**MOTION:** Commissioner Summers made a motion to approve Agreement #23-86 subject to attorney review. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 3 - Agreement #23-86**

**MOU #23-87 Classic Air Care Helicopter Air Ambulance Service-Kevin Lloyd**

Fire Marshal Kevin Lloyd stated MOU #23-87 is with Classic Air Care Helicopter for services needed in the west part of the county. He explained they can call them to help and they can be there faster.

Attorney Hadfield stated they should pass it upon attorney approval as when they reviewed the company their license had expired.

**MOTION:** Commissioner Bingham made a motion to approve MOU #23-87 subject to attorney review. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 4 - Agreement #23-87**

**WEED DEPARTMENT**

**Weed Department 2023 Annual Report-Wyatt Freeze**

Weed Supervisor Wyatt Freeze presented the Commission with an annual report. He stated Box Elder County is an example to many around the state.

**ATTACHMENT NO. 5 - Weed Report**

**ROAD DEPARTMENT**

**Agreement #23-88 for 15600 N Bridge Culvert Replacement-Darin McFarland**

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This item was postponed.

**PUBLIC COMMENT PERIOD**

Commissioner Perry reviewed the procedures for the public comment period. If written documentation was given to the County Clerk, it is available in the clerk's office.

**DeAnna Hardy of Brigham City** stated in the Constitution it says that elections are by secret ballot. She feels voting by mail is not a secret ballot. She spoke about when she petitioned Corinne City not to vote by mail that citizens confided in her that someone filled out ballots that were not theirs. She said we need to go back to voting in person and on paper. She said signatures are distorted and easily manipulated. She feels auditing should be done at the precinct level.

**Fred Hayes of Bear River City** thanked the Commission for serving. He stated he has an appeal for election data addressed to Commissioner Summers. He feels the way elections are being run in Utah does not increase confidence in elections. He said it absolutely guarantees certain people's votes are wasted. He gave an example of someone voting a ballot fraudulently: there is no way to retrieve the ballot once the batch has been counted, and then if the real person went to vote at the polls they would not have their vote counted because a ballot was already submitted which violates a person's constitutional right. He said ballots should all be processed together at one time.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 122553 through 122567 in the amount of \$672,265.40 with voided claim number 122482.

**PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS**

<b>Employee Name:</b>	<b>Department:</b>	<b>PA Type:</b>	<b>Effective Date:</b>
BENNETT, CHRISSEE	COMMISSION	2024 PAY RATE	12/17/2023
BINGHAM, BOYD	COMMISSION	2024 PAY RATE	12/17/2023
PERRY, LEE	COMMISSION	2024 PAY RATE	12/17/2023
SUMMERS, STAN	COMMISSION	2024 PAY RATE	12/17/2023
BUSBY, MARIA	JUSTICE COURT	2024 PAY RATE	12/17/2023
CHRISTENSEN, KEVIN	JUSTICE COURT	2024 PAY RATE	12/17/2023
FALLETTA, SUZANNE	JUSTICE COURT	2024 PAY RATE	12/17/2023
HANSEN, MARCI	JUSTICE COURT	2024 PAY RATE	12/17/2023
SATTERTHWAITE, CASEY	JUSTICE COURT	2024 PAY RATE	12/17/2023
BLACK, DIANE	HUMAN RESOURCES	2024 PAY RATE	12/17/2023
HERNANDEZ, MARIANA	HUMAN RESOURCES	2024 PAY RATE	12/17/2023
STANDER, JENICA	HUMAN RESOURCES	2024 PAY RATE	12/17/2023
HAMMER, NATHAN	ITS	2024 PAY RATE	12/17/2023
HANKS, AARON	ITS	2024 PAY RATE	12/17/2023
KELLER, KEITH	ITS	2024 PAY RATE	12/17/2023
ADAMS, NATHAN	AUDITOR'S OFFICE	2024 PAY RATE	12/17/2023
ANDERSON, THOMAS	AUDITOR'S OFFICE	2024 PAY RATE	12/17/2023
ANDERSON, THOMAS	AUDITOR'S OFFICE	SEPARATION	01/12/2024
FARNES, DANIEL	AUDITOR'S OFFICE	2024 PAY RATE	12/17/2023
HENDRICKSON, ASHLEY	AUDITOR'S OFFICE	2024 PAY RATE	12/17/2023
HUTHMAN, MARY	AUDITOR'S OFFICE	2024 PAY RATE	12/17/2023
CAPELL, JOSHUA	AUDITOR'S OFFICE	2024 PAY RATE	12/17/2023
LARSEN, SHIRLENE	AUDITOR'S OFFICE	2024 PAY RATE	12/17/2023
BERRY, TAMARA	TREASURER'S OFFICE	2024 PAY RATE	12/17/2023
NELSON, STACIE	TREASURER'S OFFICE	2024 PAY RATE	12/17/2023
THORNLEY, SHAUN	TREASURER'S OFFICE	2024 PAY RATE	12/17/2023
CARR, MELINDA	MOTOR VEHICLE	2024 PAY RATE	12/17/2023
MILES, STACY	MOTOR VEHICLE	2024 PAY RATE	12/17/2023
MUNIZ, ALEXANDRA	MOTOR VEHICLE	2024 PAY RATE	12/17/2023
SINGLETON, SCOTT	MOTOR VEHICLE	2024 PAY RATE	12/17/2023
BENNETT, KELSEY	RECORDER'S OFFICE	2024 PAY RATE	12/17/2023

County Commission Meeting for January 3, 2024

JENSEN, FAYLENE	RECORDER'S OFFICE	2024 PAY RATE	12/17/2023
KNOTTS, JANESSA	RECORDER'S OFFICE	2024 PAY RATE	12/17/2023
MONTGOMERY, CHAD	RECORDER'S OFFICE	2024 PAY RATE	12/17/2023
NELSON, BRYANT	RECORDER'S OFFICE	2024 PAY RATE	12/17/2023
SMITH, JESSICA	RECORDER'S OFFICE	2024 PAY RATE	12/17/2023
SULLY, OAKLEE	RECORDER'S OFFICE	2024 PAY RATE	12/17/2023
DUNCAN, BRIAN	ATTORNEY'S OFFICE	2024 PAY RATE	12/17/2023
FRASSRAND, STACIE	ATTORNEY'S OFFICE	2024 PAY RATE	12/17/2023
GLOSSON, R. RENEE	ATTORNEY'S OFFICE	2024 PAY RATE	12/17/2023
HADFIELD, STEPHEN	ATTORNEY'S OFFICE	2024 PAY RATE	12/17/2023
HANSEN, ANNE	ATTORNEY'S OFFICE	2024 PAY RATE	12/17/2023
HOLMES, TYLER	ATTORNEY'S OFFICE	2024 PAY RATE	12/17/2023
MILLER, MELISSA	ATTORNEY'S OFFICE	2024 PAY RATE	12/17/2023
QUINTERO, STEPHANIE	ATTORNEY'S OFFICE	2024 PAY RATE	12/17/2023
STRATTON, CHASE	ATTORNEY'S OFFICE	2024 PAY RATE	12/17/2023
WARDLE, BLAIR	ATTORNEY'S OFFICE	2024 PAY RATE	12/17/2023
MARX, STERLING	CJC	2024 PAY RATE	12/17/2023
BURGAN, CHERYL	VICTIM SERVICES	2024 PAY RATE	12/17/2023
CLUFF, MICHELLE	VICTIM SERVICES	2024 PAY RATE	12/17/2023
CORDOVA, MADISON	VICTIM SERVICES	2024 PAY RATE	12/17/2023
TALLANT, TAMIE	VICTIM SERVICES	2024 PAY RATE	12/17/2023
BENNETT, RODNEY	ASSESSOR'S OFFICE	2024 PAY RATE	12/17/2023
BROWN, CHRISTINA	ASSESSOR'S OFFICE	2024 PAY RATE	12/17/2023
ERICKSON, TY	ASSESSOR'S OFFICE	2024 PAY RATE	12/17/2023
GERHARDT, DIANNA	ASSESSOR'S OFFICE	2024 PAY RATE	12/17/2023
KREBS, JOSEPH	ASSESSOR'S OFFICE	2024 PAY RATE	12/17/2023
PACKER, MARY ANN	ASSESSOR'S OFFICE	2024 PAY RATE	12/17/2023
WILDE, KORY	ASSESSOR'S OFFICE	2024 PAY RATE	12/17/2023
BIERER, NATALIE	CLERK'S OFFICE	2024 PAY RATE	12/17/2023
GIBSON, TAMMY	CLERK'S OFFICE	2024 PAY RATE	12/17/2023
PURDUM, LORI	CLERK'S OFFICE	2024 PAY RATE	12/17/2023
YOUNG, MARLA	CLERK'S OFFICE	2024 PAY RATE	12/17/2023
BROWN, NATALIE	BUILDINGS/GROUNDS	2024 PAY RATE	12/17/2023
BURTON, THOMAS	BUILDINGS/GROUNDS	2024 PAY RATE	12/17/2023
CHRISTENSEN, KELSEY	BUILDINGS/GROUNDS	2024 PAY RATE	12/17/2023
MARTINEZ, MIRANDA	BUILDINGS/GROUNDS	2024 PAY RATE	12/17/2023
PETERSEN, RANDY	BUILDINGS/GROUNDS	2024 PAY RATE	12/17/2023
PETERSON, JODI	BUILDINGS/GROUNDS	2024 PAY RATE	12/17/2023
CHRISTIANSEN, DESTIN	COMMUNITY DEVELOPMENT	2024 PAY RATE	12/17/2023
FUHRIMAN, DIANE	COMMUNITY DEVELOPMENT	2024 PAY RATE	12/17/2023
LYONS, SCOTT	COMMUNITY DEVELOPMENT	2024 PAY RATE	12/17/2023
WAGER, MARCUS	COMMUNITY DEVELOPMENT	2024 PAY RATE	12/17/2023



BERRY, ERIC	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
BERRY, ERIC	ROAD DEPARTMENT	TOOL ALLOWANCE	12/17/2023
BURNETT, MICHAEL	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
BURT, JABEZ	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
CHRISTOFFERSEN, CHANDLER	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
COOK, JASON	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
DOUGLAS, FRED	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
GATEHOUSE, CHAD	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
GILSON, WILLIAM	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
GLADE, DAVID	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
HANSEN, THOMAS	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
HAWKES, JON NICK	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
KIMBER, A. WILLIAM	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
KIMBER, CODY	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
MCFARLAND, DARIN	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
MORRIS, BRUCE	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
NICHOLAS, EDDIE SHAWN	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
PAGE, JAMES	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
PERKINS, THOMAS	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
RICHINS, GERALD	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
RICHINS, GERALD	ROAD DEPARTMENT	SEPARATION	12/21/2023
SIEG, HANS	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
SPACKMAN, DELBERT	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
THOMPSON, CINDY	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
WAGSTAFF, TYLER	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
WEIDMAN, CLARK	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023
FREEZE, WYATT	WEED DEPARTMENT	2024 PAY RATE	12/17/2023
RICHARDS, COURTLAND	WEED DEPARTMENT	2024 PAY RATE	12/17/2023
ANDERSEN, MARSHA	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
ANDERSEN, MARSHA	SHERIFF'S OFFICE	SEPARATION	12/29/2023
HEREFORD, BARBARA	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
NEEDHAM, MORGAN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
POTTER, KEVIN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
PALMER, CADE	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
WEIGHT, EYSTEN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
ALLRED, MICHAEL	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BLAUER, SHAUN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BOWEN, DAVID	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BRAEGGER, SHANE	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
EDDINGTON, STEVEN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
GABRIEL, TYLER	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
GRAVES, ZACHARY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
GREEN, MATTHEW	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
GUTIERREZ, DAMIEN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
HOPKINS, ANDREW	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
JOHNSON, SCOTT	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023

FERNELIUS, JESSIE	INSPECTION	2024 PAY RATE	12/17/2023
GREEN, TYSON	INSPECTION	2024 PAY RATE	12/17/2023
ILLUM, CODEY	INSPECTION	2024 PAY RATE	12/17/2023
WARD, DALE KIRK	INSPECTION	2024 PAY RATE	12/17/2023
CROCKETT, LYNNETTE	TOURISM	2024 PAY RATE	12/17/2023
HAMMER, JOAN	TOURISM	2024 PAY RATE	12/17/2023
ALLEN, GINA	LANDFILL	2024 PAY RATE	12/17/2023
ASHTON, DOUGLAS	LANDFILL	2024 PAY RATE	12/17/2023
BURTON, JAMES	LANDFILL	2024 PAY RATE	12/17/2023
CLARK, JACQUELINE	LANDFILL	2024 PAY RATE	12/17/2023
COOK, KELLEN	LANDFILL	2024 PAY RATE	12/17/2023
HESS, JEFFREY	LANDFILL	2024 PAY RATE	12/17/2023
HESS, JEFFREY	LANDFILL	SEPARATION	12/28/2023
MILLIGAN, LACEY	LANDFILL	2024 PAY RATE	12/17/2023
LIMB, TRAVIS	LANDFILL	2024 PAY RATE	12/17/2023
MABUS, REML	LANDFILL	2024 PAY RATE	12/17/2023
MADSEN, RICHARD	LANDFILL	2024 PAY RATE	12/17/2023
RISER, KARSON	LANDFILL	2024 PAY RATE	12/17/2023
SPARKS, LANDON	LANDFILL	2024 PAY RATE	12/17/2023
THOMPSON, HEATH	LANDFILL	2024 PAY RATE	12/17/2023
VAN TASSELL, ALEESHA	LANDFILL	2024 PAY RATE	12/17/2023
VAN TASSELL, ROMAN	LANDFILL	2024 PAY RATE	12/17/2023
JENSEN, TIFFINE	FIRE MARSHAL	2024 PAY RATE	12/17/2023
LLOYD, KEVIN	FIRE MARSHAL	2024 PAY RATE	12/17/2023
MEIER, SARA	FIRE MARSHAL	2024 PAY RATE	12/17/2023
MEIER, SARA	FIRE MARSHAL	RETIREMENT CHANGE	12/17/2023
NEWMAN, SPENCER	FIRE MARSHAL	2024 PAY RATE	12/17/2023
OAKS, CORY	FIRE MARSHAL	2024 PAY RATE	12/17/2023
BRIMBERRY, TAYLOR	FIRE MARSHAL	2024 PAY RATE	12/17/2023
GORDON, KATIE	FIRE MARSHAL	2024 PAY RATE	12/17/2023
RICHARDS, CHRISTOPHER	FIRE MARSHAL	2024 PAY RATE	12/17/2023
RICHARDS, JESSICA	FIRE MARSHAL	2024 PAY RATE	12/17/2023
RICHARDS, TODD	FIRE MARSHAL	2024 PAY RATE	12/17/2023
STAPLETON, NIGEL	FIRE MARSHAL	2024 PAY RATE	12/17/2023
ADAMS, AMY	FAIRGROUNDS	2024 PAY RATE	12/17/2023
FOWERS, DANIEL	FAIRGROUNDS	2024 PAY RATE	12/17/2023
RHODES, JANALEE	FAIRGROUNDS	2024 PAY RATE	12/17/2023
FIRTH, ALAN	FAIRGROUNDS	2024 PAY RATE	12/17/2023
UDY, TRAVIS	FAIRGROUNDS	2024 PAY RATE	12/17/2023
GIBBS, RENO	FAIRGROUNDS	2024 PAY RATE	12/17/2023
NELSON, HEATHER	BOOKMOBILE	2024 PAY RATE	12/17/2023
RHODES, BRADLEY	BOOKMOBILE	2024 PAY RATE	12/17/2023
SHANDREW, JOSHUA	BOOKMOBILE	2024 PAY RATE	12/17/2023
WESTERGARD, KELLI	BOOKMOBILE	2024 PAY RATE	12/17/2023
KAISERMAN, WENDY	BOOKMOBILE	2024 PAY RATE	12/17/2023
BARFUSS, JUSTIN	ROAD DEPARTMENT	2024 PAY RATE	12/17/2023

PEART, NOAH	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
RICHARDS, CLARK	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
RISER, RILEY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
RODRIGUEZ, EDUARDO	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
ROUNDY, KIERSTYN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
SCOTT, JOSHUA	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
STODDARD, ZACHARY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
THOMPSON, DOUGLAS	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
TILBY, JASON	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
UMAN, FELIZA	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
WARD, JOHN KEVIN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
YOUNG, SCOTT	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
ZITO, JAMISON	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
SPRING, GREG	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
ANDERSON, KYLEE	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
ZIESENISS, BRITTNEY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BLANCHARD, LARRY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
CRAPSE, CINDY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
FERRIN, MICKIE	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
FIELDING, RYAN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
FULLMER, BRANDON	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
FREEZE, DAVID	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
HUBBARD, LARRY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
HURST, ANDREW	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
LEWIS, SCOT	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
MABUS, DEBRA	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
MILLAWAY, BRIAN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
SHERIDAN, KENNETH	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
THOMPSON, TERRY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
HECKERT, DENISE	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
SMITH, BRANDON	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
WILLARD, LANA	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
PACKER, CURTIS	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
YOUNGER, STACY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
JOHNSON, ELIZABETH	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BERRY, STEVEN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BERRY, STEVEN	SHERIFF'S OFFICE	SEPARATION	12/27/2023
FERRIN, CARSON	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
JONES, ASHLEY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
WADDOUPS, ZACHARY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
MILLETT, MARK	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
ANDERSEN, MARSHA	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
BOWEN, DAVID	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
BOYCE, AARON	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
FIELDING, RYAN	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
FULLMER, BRANDON	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023

KENNEDY, TIMOTHY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
MERKLEY, STEVEN LUKE	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
SHAH, KHALIL	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
SILVA, OSCAR	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
SUMMERILL, JAMES	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
VALDEZ, AGUSTIN,	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
IVERSON, JOSHUA	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
MARTINEZ, CALEB	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
MOORE, ZACHARY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
NESSEN, PARKER	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
YATES, BRANDON	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BALLARD, KAYLYNE	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
GERHARDT, CHRISTINE	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
GILL, STEPHANIE	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
GREENHALGH, SYLVIA	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
WHITLEY, BRADLEY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
LLUCH, ELOISA	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BOYCE, AARON	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
ALLEN, HAILEY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BARFUSS, SANDRA	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BELLES, CALEB	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BINGHAM, DALE	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BRONSON, KELTON	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
BUCKLEY, COLTON	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
CHIPP, JAMES	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
ESTES, JOSHUA	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
ESTRADA, ERIC	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
EVANS, ALEXANDER	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
GALAVIZ III, DANIEL	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
GODFREY, CODY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
GOMEZ, PAULA JO	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
HARRIS, ZACHARY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
HATCH, JAKE	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
HUGHES, AMBER	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
HUNTER, RILEY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
HURD, RYAN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
HYER, KENDELL	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
JOHNSON, NIKOLAS	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
JORDAN, MARK	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
LARSEN, JONATHAN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
LINDSTROM, BRIAN	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
MATTHEWS, NAOMI	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
MCCULLAM, PHILLIP	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
MILLER, ZACHARY	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
NELSON, ANSON	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023
NICHOLLS, DAVID	SHERIFF'S OFFICE	2024 PAY RATE	12/17/2023

GABRIEL, TYLER	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
GODFREY, CODY	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
HARRIS, ZACH	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
HUGHES, AMBER	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
HURD, RYAN	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
HYER, KENDELL	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
IVERSON, JOSHUA	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
KENNEDY, TIMOTHY	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
LINDSTROM, BRIAN	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
MCCULLAM, PHILLIP	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
MILLAWAY, BRIAN	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
PACKER, CURTIS	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
RICHARDS, CLARK	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
RODRIGUEZ, EDUARDO	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
THOMPSON, DOUGLAS	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
VALDEZ, AGUSTIN	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
WEIGHT, EYSTEEN	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
YATES, BRANDON	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
YOUNGER, STACY	SHERIFF'S OFFICE	TRAINING DIFFERENTIAL	12/17/2023
BLAUER, SHAWN	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
GREEN, MATTHEW	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
GUTIERREZ, DAMIEN	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
JOHNSON, SCOTT	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
KENNEDY, TIMOTHY	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
MOORE, ZACHARY	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
BARFUSS, SANDRA	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
BINGHAM, DALE	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
CHIPP, JAMES	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
ESTRADA, ERIC	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
HATCH, JAKE	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
HURD, RYAN	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
LINDSTROM, BRIAN	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
MATTHEWS, NAOMI	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
MILLER, ZACHARY	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
OLSEN, JUSTIN	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
TILBY, JASON	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
ZITO, JAMISON	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
CRAPSE, CINDY	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
FERRIN, MICKIE	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
THOMPSON, TERRY	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
FERRIN, CARSON	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
WADDOUPS, ZACHARY	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
MILLAWAY, BRIAN	SHERIFF'S OFFICE	LATERAL VACATION CHANGE	12/17/2023
CARR, MELINDA	MOTOR VEHICLE	REHIRE	01/02/2023
UMAN, FELIZA	SHERIFF'S OFFICE	PROMOTION	12/06/2023
LINDSTROM, BRIAN	SHERIFF'S OFFICE	TRANSFER	12/31/2023

STODDARD, ZACHARY	SHERIFF'S OFFICE	TRANSFER	12/31/2023
LLUCH, ELOISA	SHERIFF'S OFFICE	REHIRE	12/31/2023

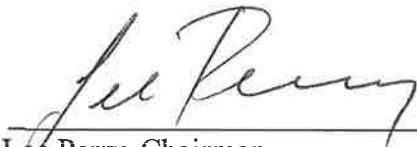
**CLOSED SESSION**

There was not a closed session.

**ADJOURNMENT**

A motion was made by Commissioner Summers to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 5:31 pm.

**ADOPTED AND APPROVED** in regular session this 17th day of January 2024.


  
\_\_\_\_\_  
Lee Perry, Chairman

  
\_\_\_\_\_  
Boyd Bingham, Commissioner

  
\_\_\_\_\_  
Stan Summers, Commissioner



ATTEST:

  
\_\_\_\_\_  
Marla R. Young, Clerk



## COUNTY COMMISSION MEETING

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

Wednesday, January 03, 2024 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 January 3, 2024 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 Bingham
- B. Pledge of Allegiance Given by: Clerk Marla Young
- C. Approve Minutes December 20, 2023

#### **3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS**

#### **4. FORMER AGENDA ITEMS**

#### **5. EMERGENCY MANAGEMENT ISSUES**

#### **6. ARPA/LATCF**

#### **7. COMMISSIONERS**

- A. 5:08 Appoint 2024 Commission Chairman-Commissioners
- B. 5:10 Commission Assignments for 2024-Commissioners
- C. 5:12 Rural County Grant Agreement #23-89-Commissioner Summers

#### **8. COMMUNITY DEVELOPMENT**

- A. 5:15 Salina Creek Subdivision 2-Lot-Scott Lyons
- B. 5:17 Corridor Preservation Fund Reimbursement-Tremonton CPF22-01-Scott Lyons

#### **9. RISK MANAGEMENT**

- A. 5:19 Turnpro Property Damage Release-Chase Stratton

#### **10. FIRE DEPARTMENT**

- A. 5:21 Agreement #23-86 with Snowville and Cassia County for Fire and EMS Services-Kevin Lloyd
- B. 5:23 MOU #23-87 Classic Air Care Helicopter Air Ambulance Service-Kevin Lloyd

#### **11. WEED DEPARTMENT**

A. 5:25 Weed Department 2023 Annual Report-Wyatt Freeze

**12. ROAD DEPARTMENT**

A. 5:35 Agreement #23-88 for 15600 N Bridge Culvert Replacement-Darin McFarland

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

- A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.
- B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.
- C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.
- D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

**14. WARRANT REGISTER**

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

**16. CLOSED SESSION**

**17. ADJOURNMENT**

Prepared and posted this 29th day of December, 2023. Mailed to the Box Elder News Journal and the Leader on the 29th of December, 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.





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

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

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

Contact Person: Shawn Milne  
Contact Phone: (801) 514-4444  
Contact Email: [shawn.milne@cachecounty.org](mailto:shawn.milne@cachecounty.org)

Legal Status of Contractor: Governmental Agency  
Vendor #: VC0000128922

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

Effective date: July 1, 2023.  
Termination date: June 30, 2024.

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

Fund: 1000  
Appropriation: CMI

Unit: 4310  
Commodity Code: 99999

6. **BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:**
- Grantee agrees to abide by the terms and conditions outlined in Attachment B, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
  - Grantee shall use the grant funds solely for the purposes outlined in Attachment B and Attachment C which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in this Contract and the costs allowable under this Contract and the program policies and procedures.



- c) Grant Disbursement Period: Subject to the terms and conditions provided herein, Grant funds shall be disbursed during the period shown below, unless extended in writing by the State.  
Beginning date: July 1, 2023  
Ending date: June 30, 2024
- d) Grantee agrees that any material changes to the Project Proposal, Scope of Work, Deliverables and Outcome, Timeline and Budget as stated in Attachment C must be approved by the State. Grantee further agrees that such changes may require an amendment to the Contract as determined solely by the State.
- e) Grantee is a Rural County in the State of Utah of the third, fourth, fifth, or sixth class, as defined in Utah Code section 17-50-501.
- f) Grantee agrees to create and maintain a functioning County Economic Opportunity Advisory Board (“CEO Board”) as defined in Utah Code section 63N-4-803.

**7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**

Attachment A: Standard Terms and Conditions for Grants Between Government Entities

Attachment B: Rural County Grant Terms and Conditions

Attachment C: Project Plan

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

- 8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:** Grantee’s Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Title 63N, Chapter 4, Rural Development Act and Utah Administrative Rule R357-29.

*[The remainder of this page is intentionally left blank]*



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

BOX ELDER COUNTY GOVERNMENT

STATE OF UTAH

By: *Lee Perry*  
Name: *Lee Perry*  
Title: *Chair*  
Date: *January 3<sup>rd</sup>, 2024*

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

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

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

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



## ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS BETWEEN GOVERNMENT ENTITIES

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
  - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
  - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
  - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
  - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah



Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.  
  
Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.  
  
If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE: INTENTIONALLY DELETED**

17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED**
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.
- If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION: INTENTIONALLY DELETED.**
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES: INTENTIONALLY DELETED**
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION: INTENTIONALLY DELETED.**



41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

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**ATTACHMENT B: RURAL COUNTY GRANT TERMS AND CONDITIONS**

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C herein. Grant Money awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** Grantee is a rural county in the State of Utah of the third, fourth, fifth, or sixth class as defined in Utah Code 17-50-501.
3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
  - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
  - b) Grantee shall submit an invoice for 100% of the Contract Amount to be disbursed prior to full completion of Grantee's project.
  - c) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
4. **REPORTING REQUIREMENTS:** On or before June 30 of each year, Grantee shall provide a final report to this office for the Rural Opportunity Advisory Committee. Each CEO Board within a county shall assist and advise the county legislative body throughout the year and in preparing reporting requirements for grant money received by a rural county, as required by the Rural Opportunity Advisory Committee and Utah Administrative Rules R357-29-105. Grantee shall include the following in the final report:
  - a) A description of the projects for which the grant funding was used or encumbered;
  - b) The effectiveness of the award in improving economic development in the county;
  - c) How matching funds were utilized by the county;
  - d) An explanation for why grant funding was not used or encumbered and where it is being held, if applicable;
  - e) A letter from the CEO Board attesting to its involvement throughout the year and in preparation of the annual report; and
  - f) Minutes from each CEO Board meeting over the previous year where the Rural County Grant was discussed.

This reporting requirement must be completed and approved before new funds can be awarded and distributed.
5. **DISTRIBUTION OF FUNDS:** The Contract Amount shall be distributed to Grantee after approval of Grantee's previous year annual report, if applicable, after approval of the current year's application, and after this Contract is fully signed and executed. Grantee shall submit an invoice to the State for payment of the Contract Amount.
6. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
7. **ACCESS TO DATA:** At State's request, Grantee shall allow State access to data and information about the project in order to assess progress and to ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
8. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
9. **STATE CONTACT PERSON:** The State designates the Director of Community Grants in the Department of Incentives and Grants or the assigned Grant Manager as the contact person(s) at the Utah Governor's Office of Economic Opportunity and directs them to consult with the Grantee on an ongoing basis. The contact person(s) will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

10. **EVALUATION**: The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
11. **BREACH OF CONTRACT**: The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract.
12. **ATTRIBUTION**: Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

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## ATTACHMENT C: PROJECT PLAN

### SCOPE OF WORK:

- Continuing regional economic development program development and administration through BRAG.
- Creation of an entrepreneur center/innovation campus in Tremonton/Garland to encourage new business development, increase success rate of new start-ups, and increase job creation.
- Workforce training scholarships are an effort to alleviate persistent workforce challenges experienced by our largest employers and increase wages for upskilled workers.
- Marketing of the new Inland Port sites, the assessment of the arts & culture industry, analyzing the highest-best use of the Washakie site, and the rural community SWOT analysis are seeking to ensure that our community is well-positioned with meaningful and timely data to attract new capital investments and significantly increase jobs for our (grand)children. The Inland Port sites and the rural community SWOT analysis should both help decentralize economic opportunities beyond the Brigham City core (county seat) and provide a generational effect towards better planning efforts – from zoning considerations, infrastructure investment, and overall budgeting. Assessing both the current effects of the arts & culture industry and better understanding the Washakie site’s unique characteristics will guide local leaders in how they spend limited public resources towards the highest rate of return.
- Amplify impact of existing aerospace & defense companies and encourage co-location of supply-chain elements and additional capital investment.

Programs to be overseen by the regional economic development director, in consultation with the county commission and CEO Advisory board. Likewise, applicable metrics to be developed and periodically assessed by the same.

### DELIVERABLES AND OUTCOME:

BRAG regional economic development will continue offering program development and management to Box Elder County and its communities; grant writing and administration for local, state, and federal programs; CRA/RDA development, negotiations, and reporting; policy advice and consultation on general plans and related components as they benefit economic development outcomes; research & data collection and analysis; stakeholder engagement; etc.

The entrepreneur center/innovation campus is expected to spur new job growth and increase the rate of success of new start-ups, just as the same program has for several years at the “west campus” of Bridgerland Technical College in Logan.

The Inland Port Sites and Aerospace & Defense marketing campaigns seek to increase the number of companies and jobs related to each industry within Box Elder County. Any significant job increases within the local A&D sector would expect to raise the county’s median wage.

The rural community SWOT analysis, arts & culture industry assessment, and the Washakie site analysis seek to aid community leaders in their consideration of investing limited public financial resources.

Given our sustained low unemployment rate numbers for several years, access to qualified and willing workers remains an ongoing challenge for many of our employers. The workforce training scholarships seek to alleviate concerns among existing and future companies that they may not be able to find and retain qualified workers as they expand their operations within the county. This program seeks to provide greater opportunity to existing workers through retraining & certification, particularly as companies



evaluate the case for automating manual production lines, while maintaining competitive pricing for their goods and services.

Program success is to be gauged and critiqued by the County Commission and the CEO Advisory board. Likewise, applicable metrics to be developed and periodically assessed by the same.

**BUDGET:**

Allocation to Bear River Association of Governments (BRAG) - \$70,000

Per multi-county agreement for shared/regional economic development services, this is paid to BRAG for proportionate share of departmental costs, based upon a population formula. The BRAG Governing Board, composed of the counties' commissioners, councilmembers, and executive, agreed in the Fall of 2022 to share certain administrative costs and collaborate on economic development activities. This portion is Box Elder County's payment towards those elements, including salary & benefits, (non)capitalized office equipment, training & professional development, vehicle & travel, dues & subscriptions, etc.

Scope of work includes: program development; grant writing and administration for local, state, and federal programs – including the Rural County Grant, Rural Communities Opportunity Grant, REDI, and related programming; periodic updating of CEDS and eligible projects; CRA/RDA development, negotiations, and periodic reporting; policy advice; consultation on general plans and related components as they relate to traditional economic development (e.g. components of zoning, housing, transportation corridors, infrastructure); research & data collection and analysis; stakeholder engagement; and other duties as assigned.

Entrepreneur Center/Innovation Campus - \$50,000

Given the success of Bridgerland Technical College's Innovation & Entrepreneur Center (located in Logan City) at cultivating business start-ups through their subsidized office resources, professional coaching and peer-to-peer cohort model, and maker-space for businesses as wide-ranging as IT/coding, medical device engineering and development, culinary, and industrial textiles, Box Elder County leaders seek to partner with Bridgerland's entrepreneur department to duplicate the program within Tremonton/Garland. County Commissioner Stan Summers has secured an agreement for space within the administrative offices of the old Lazy Boy facility that's long been defunct and fallen into disrepair. For a no-cost/low-cost structure currently being negotiated, this funding would be combined with other funds set aside for the purpose of rehabbing interior space and sprucing up the front façade to make it usable once again. The County and related stakeholders would develop a shared resource program with Bridgerland to offer professional consultation and low-cost access to capital equipment to innovators in the surrounding communities, with the goal of increasing success rates and employment numbers for new businesses.

Local Inland Port Sites Targeted Marketing Campaign - \$10,000

Box Elder County and select local communities have recently achieved adoption of the Golden Spike Project Area by the Utah Inland Port Authority. The purpose of the Project Area is to enhance existing industry sectors in the county, as well as to add value to proximate land in the region as part of a broader business recruitment strategy. In conjunction with the Inland Port's expressed goal of minimizing the need for more construction & maintenance of additional lane-miles for pass-through freight within the congested Wasatch Front, Box Elder County leaders seek to provide existing and future agricultural, industrial, and commercial enterprises a more streamlined and efficient means of importing supply-chain elements and exporting their finished products via rail.



With adoption of the Project Area now complete, County leaders and stakeholders now seek to market the several locales of the Project Area (i.e., West Corinne, Brigham City/Airport, and Tremonton/Garland) and recruit new businesses that can benefit from rail-served property. Deployed methods of marketing will include the Inland Port Authority to ensure consistent and cohesive messaging.

The County also envisions a shared/co-op approach, asking certain beneficiaries of such development (i.e. landowners and potential developers within the noted areas) to contribute towards the costs associated with such a campaign.

#### Workforce Training Scholarships - \$20,000

Existing companies continue to report on a challenging workforce environment. Most new hires do not possess the requisite training, certifications, and/or experience to immediately fill roles being advertised. In the kind of sustained low-unemployment environment that northern Utah is experiencing, our existing employers are compromising to hire unqualified individuals and taking on some or all of the costs of upskilling the new hires. Anecdotally, some companies have told community leaders that they are evaluating expansion plans for elsewhere because of the lacking access of appropriately skilled workers. Related, other existing large-scale employers are shifting towards more automation within their processes as a means of increasing output with fewer workers. In these cases, they're seeking existing employees to obtain education & certification in industrial automation practices (i.e. transitioning from a manual line/production worker to an operator that oversees several automated production lines; becoming a skilled technician to diagnose and repair automated production lines). The funding for this program would seek to create a matching grant program with certain employers to assist with the education, certification, and upskilling costs for their new-hires and/or existing workers. The objective is to show local support for existing employers and reassure them that their continued presence is of great importance to local communities, as well as a means of supporting residence with opportunities for upskilling and increased wages (production line operators and technicians often earning more than manual labor wages).

#### Washakie Site Readiness/Repurposing Analysis – \$10,000

The Washakie Renewable Energy site in northern Box Elder County has been the subject of a prior failed business venture and subsequently awaiting a federal judge's determination of its future. County leaders are told that such a decision is nigh. It is a unique site, complete with significant rail access, proximity to I-15, and minimal risk of imminent encroachment from residential development. Significant capital investment has been made in the site by the prior owner/operator.

The purpose of these funds is to conduct an analysis of the usable assets at the site once the judicial process has concluded and it could be available for purchase and/or further development. Several hopeful buyers have approached the County and community leaders with proposals. Leaders want to ensure that the highest-best-use of the property and assets are evaluated and taken in to account before they make a final determination, with an eye towards long-term viability and regional employment numbers – both directly and indirectly, as well as how likely use(s) may impact infrastructure and other land-uses in the area.

#### Rural Community SWOT - \$15,000

Utilizing USU's Western Rural Development Center's ASAP (Area Sector Analysis Process) to evaluate a locale's economic viability within certain industry sectors, we will create a local matching-grant program to encourage smaller communities within the county to collect useful input for inclusion in their general planning documents used to guide planning & zoning and infrastructure development decisions. Prior discussions with the ASAP program's administrator indicated that should we get enough participating communities and are willing to assist with the stakeholder engagement and data collection that we could pass along negotiated cost savings to the participating communities.

<https://www.usu.edu/wrdc/asap>



Arts & Culture Impact Assessment - \$5,000

In Box Elder County, assets such as the Spiral Jetty, Golden Spike/Promontory Point, Brigham City's famous Main Street Arch, Sun Tunnels, and the iconic Fruit Highway, as well as events like Peach Days, the County Fair, Art on Main, and others add to our great quality of life and economic diversity. However, quantifying the impact to our broader economy and local jurisdiction's sales & use tax collection would be very helpful in understanding where further opportunity exists and corresponding increase ROI to our economy from continued/increased public sector financial support. Participation in Utah Cultural Alliance's partnership with the Kem C. Gardner Institute's industry assessment seeks to better understand the arts & culture sector's contribution to Box Elder County's and local communities' revenues.

Aerospace & Defense Industry Marketing Campaign - \$20,000

The aerospace & defense industry makes up roughly 20% of Utah's overall economy. In Box Elder County, Northrop Grumman's operations are a significant economic driver. So too, many local residents work at Hill AFB and related enterprises within the A&D sector. County leaders, the chamber of commerce, and other stakeholders seek to increase the A&D sector's influence within the county. A&D jobs are traditionally high-paying and indirectly support local retail through higher discretionary income and consumption patterns. So too, A&D companies typically employ highly skilled workers, offer premium employment benefits, and make above-average capital investments in their sites. As with the noted Inland Port marketing campaign above, the proposed allocation of funding for this campaign seeks to increase local investment by the A&D industry in our workforce, wages, and employment site capital investment.



# FIRE and EMS PROTECTION MUTUAL AID AGREEMENT

(Joint Exercise of Power Agreement)

AGREEMENT entered into this 3<sup>rd</sup> day of January, 2024, by and between Cassia County, a duly organized county of the State of Idaho (hereinafter referred to as "CASSIA"), and Box Elder County, a duly organized county of the State of Utah (hereinafter referred to as "BOX ELDER"), and the Town of Snowville, a duly organized town in the County of Box Elder, State of Utah, (hereinafter referred to as the "SNOWVILLE")

WHEREAS, it is the purpose and policy of the parties named herein to provide the best and most efficient Fire and Emergency Medical Services for the patrons of their respective areas;

WHEREAS, it appears to be to the mutual benefit and advantage of the parties to enter into a mutual agreement, providing for cooperation and mutual use of firefighting and emergency medical forces and apparatus between the parties; and

WHEREAS, counties of the State of Idaho are authorized to enter into agreements for mutual protection of their respective service areas under Idaho Code § 31-1430A.

NOW, THEREFORE, in consideration of the mutual benefits contained and of the mutual covenants running from one agency herein to the other, it is mutually agreed as follows:

1. **USE OF FIREFIGHTING/ EMERGENCY MEDICAL FORCES AND APPARATUS:** Whenever a fire or emergency medical incident occurs within the boundaries of an agency to this Agreement and the aid of any other agency to this Agreement is requested in the mitigation, an agency, upon receiving a request for aid, shall respond with assistance of its personnel and use of its apparatus to the fullest extent of combating such fire or fires, or the mitigation of emergency medical or rescue situations and in the protection of life endangerment and property thereby.

It is understood and agreed by and between the agencies hereto that all duties, obligations and responsibilities for the fire protection and emergency medical services between the agencies are equal and mutual in all respects, and that the agencies to this Agreement will cooperate in providing the most efficient and comprehensive mutual aid possible within the boundaries of each agency to this Agreement when requested to do so, taking into consideration the geographical areas to be served and the equipment and apparatus available for fire and emergency medical services.

2. **PRIORITIES:** If the emergency personnel or equipment of an agency being requested to respond are already engaged in emergency incident mitigation activities at the time a call for assistance is received, that agency shall be under no obligation to the requesting agency or to any other person or persons to furnish personnel or equipment therefore, unless the request is renewed after that agency's equipment and personnel again become available to respond. The responding agency may at any time withdraw its personnel and equipment for the purpose of responding to an emergency incident within its own boundaries, and no liability or obligation shall be incurred by an agency for withdrawal for responding to a call within its own boundaries.

# **FIRE and EMS PROTECTION MUTUAL AID AGREEMENT**

(Joint Exercise of Power Agreement)

3. **RESPONSIBILITIES AND CONTROL:** The agency responding to a call for assistance shall be responsible for delivering personnel and equipment to the location specified by the requesting agency. On arriving at the location of the incident, the officer in charge of the personnel and equipment of the responding agency, shall report to the officer in charge of the requesting agency. The requesting agency shall then assume full charge, control, direction and supervision of all equipment, apparatus and personnel involved with the mitigation of the incident. In the event the requested agency's personnel arrive on scene prior to the requesting party, they shall operate with full authority for incident mitigation, stabilization and preservation of life until the requesting agency, or their representative arrives on scene to assume command.

If the officer in charge of the personnel or equipment of the responding agency believes the personnel or equipment for which they are responsible are being subjected to unreasonable risk of injury or damage, or are being required to perform beyond their capacity, limits, knowledge or training, they shall be entitled to withdraw such personnel or equipment, after notifying the officer of the requesting agency, or the incident commander on scene.

All response and scene operations will be completed following the Federal Emergency Management Agency's (FEMA) National Incident Management System (NIMS) to ensure safe and efficient interoperability and incident management.

4. **COMPENSATION:** The agencies hereto shall at all times be responsible to its own employees for the payment of wages and other compensation and carrying of workman's compensation and liability insurance. Each agency shall be responsible for its own equipment and shall bear the risk of loss therefore irrespective of whether or not its personnel, equipment, and apparatus are being used in incident management operations within the area of primary responsibility of the employing agency or not. No agency hereto shall be liable to any other agency named herein for payment for use of its personnel and equipment under the terms of this Agreement.

Each agency reserves the right to bill for patient care and transport provided for Emergency Medical Services in accordance with any and all applicable State and Federal rules, guidelines and statutes.

5. **STANDARDIZATION OF EQUIPMENT:** The agencies, hereto agree to immediately take such steps as is necessary to standardize, as nearly as practical all of the equipment and apparatus used by said agencies in order that said equipment and apparatus may be more efficiently utilized in incident management for life safety and property conservation operations within the confines of the agencies herein.

6. **COOPERATION AMONG APPOINTED OR ELECTED OFFICIALS:** The fire chief of each agency, or their designated representative shall meet at least annually in joint session during the duration of this Agreement for the purpose of reviewing the reciprocal activity of the agencies. Should the participants of the meeting determine that adjustments to this Agreement are required to ensure continuing cooperation among the agencies, they shall make such recommendations to



# FIRE and EMS PROTECTION MUTUAL AID AGREEMENT

(Joint Exercise of Power Agreement)

the respective agency they represent. Said adjustments may then be satisfied by the respective governing bodies of the agencies hereto, and shall be effective when ratified by all agencies. An addendum shall be executed by the agencies and attached to this Agreement to reflect any such modifications.

7. **TERM AND AUTOMATIC RENEWAL:** The initial term of this Agreement shall be for a period of 5 years from the date hereof, or until one of said agencies notifies the other agency of its intention not to renew and continue this Agreement. Such term shall be automatically extended for a further period of one (1) year and shall only be terminated as hereinafter provided. In the event of such continuation on a year-to-year basis, all of the terms and provisions hereof shall continue in full force and effect during said extensions.
8. **TERMINATION:** It is understood and agreed that any agency hereto may terminate its participation and concurrent rights and duties under this reciprocal Agreement by delivering to the other agencies hereto a notice of such termination, said notice to be in writing and to be given at least sixty (60) days prior to the termination date desired by the terminating agency.
9. **LIABILITY:** The original employing agency shall have and assume complete liability for all the acts of the its personnel and the operation of its equipment provided under this Agreement.
10. **MUTUAL HOLD HARMLESS:** The agencies each agree to indemnify and hold the other agencies harmless from any and all liability, loss, damage, or claims, of any description, which result from the negligence of any of the agencies and its employees, officers, and/or agents that any of the agencies may suffer arising out of or in connection with this Agreement.
11. **INSURANCE:** Each agency to this Agreement agrees to carry and maintain a the general liability coverage that it currently maintains to protect the agency from and against any and all claims, losses, actions and judgements for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.
12. **LIMITATION ON LIABILITY OF PARTIES:** The rights and benefits arising under this contract, shall run to the agencies to this Agreement and not to any person, firm, association, corporation or governmental unit not a party hereto. This Agreement is not to be construed to create a claim or cause of action in favor of any person or entity entitled to protection by one agency against the other agency which is a party to this Agreement for failure to respond or for delay in responding to a request for assistance or for inefficiency or ineffectiveness in providing incident mitigation services.
13. **PRIOR AGREEMENTS:** All prior agreements for reciprocal fire and emergency medical services, both oral and written, which may have been entered into previously between the agencies to this Agreement, are to be terminated from this point forward, and the terms of this Agreement are controlling as to all the reciprocal rights and duties of the named agencies in providing

**FIRE and EMS PROTECTION  
MUTUAL AID AGREEMENT**

(Joint Exercise of Power Agreement)

reciprocal fire and emergency medical services between themselves, but this Agreement is not intended to terminate any previous agreement, either oral or written, entered into by the parties to this Agreement, whereby one of the agencies has assumed primary incident response responsibility for a geographic area contained within another party's boundaries.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

DATED this 23 day of January, 2024.

BOX ELDER: County of Box Elder, State of Utah

\_\_\_\_\_  
(Government Entity Representative)

By Lee Perry

Its Chairman



ATTEST: Wendy Young

Clerk of Box Elder County  
(County, City or Other Government Entity)

Form and content approved by Steph R. Buford as attorney for Box Elder County (Governmental Agency)

CASSIA: County of Cassia, State of Idaho

\_\_\_\_\_  
(Government Entity Representative)

By \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Clerk of \_\_\_\_\_

(County, City or Other Government Entity)

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_ (Governmental Agency)

SNOWVILLE: Town of Snowville, County of Box Elder, State of Utah

\_\_\_\_\_

**FIRE and EMS PROTECTION  
MUTUAL AID AGREEMENT**

(Joint Exercise of Power Agreement)

*(Government Entity Representative)*

By \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Clerk of \_\_\_\_\_

*(County, City or Other Government Entity)*

Form and content approved by \_\_\_\_\_ as attorney for  
\_\_\_\_\_ *(Governmental Agency)*

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made by and between CLASSIC AIR CARE, LLC d/b/a CLASSIC LIFEGUARD (hereinafter known as "CLASSIC") and The County of Box Elder (hereinafter known as "Box Elder County") who shall collectively be known herein as "the Parties."

## RECITALS:

WHEREAS, Box Elder County serves as the provider of ground ambulance services for the unincorporated Box Elder County area and provides its ground ambulance services.

WHEREAS, CLASSIC is engaged in emergency air-ambulance services and have bases of operations located in Cassia and Bannock Counties within the State of Idaho, and is licensed an air medical provider within the States of Idaho and Utah and is geographically within response to the Box Elder County area. CLASSIC provides critical care level fixed wing and rotor wing air medical transport services on an as needed basis using critical care nurses and critical care paramedics for local medical facilities when such services are medically necessary due to a patient's condition and needs, as determined by the sending hospital physician; and/or EMS.

WHEREAS, due to remote location and extended transport times there exists times when a critical care patient must be transported immediately to a medical facility. When these conditions exist, the two parties shall work together to facilitate transportation by air or ground to meet the best needs of the patient.

NOW, THEREFORE, in consideration of their mutual covenants contained herein, Box Elder County and CLASSIC hereby agree as follows:

### Services Provided:

- A. Classic, licensed as an air medical provider within the states of Idaho, Utah and Nevada shall agree to provide service when available upon request for response. When unavailable, they shall offer the next closest aircraft with an ETA
- . Box Elder County, providing the ground ambulance service as a licensed provider with the State of Utah, will operate within the requirements set forth by State rules and policies.
- B. WHEREAS, due to weather, mechanical or other issues, air transport may not be possible once patient contact is made, and to limit the delay of transportation of the patient to the destination facility, though this MOU, CLASSIC personnel may complete the transport while providing patient care utilizing the Box Elder County Ambulance and personnel.

During patient transport, the ambulance provided by Box Elder County shall have an oxygen delivery system and shall provide oxygen to the patient during the entire transport. The Box Elder County ambulance shall be stocked with equipment as outlined in their policy and procedures for patient transports as well as the State of Utah minimum equipment list for EMS agencies.

- C. CLASSIC shall provide a critical care team with a Registered Nurse and Paramedic. CLASSIC shall provide all critical care supplies, medications, and medical/monitoring equipment. CLASSIC shall provide Box Elder County with a patient care report within 24 hours. CLASSIC employees will operate under the Medical Guidance of the CLASSIC Medical Director.

Both Parties' employees will remain employed by their respective employers. Each Party will have and continue to maintain coverage of their respective workers compensation insurance, liability insurance, medical liability insurance and other insurance and benefit programs.

This MOU shall remain in effect until terminated by either Party hereto with thirty (30) days written notice (with written confirmation of receipt).

**Indemnification:**

Box Elder County shall not be liable for any loss, cost, damage, claim or liability of any kind or nature whatsoever arising from, or in connections with any services provided by CLASSIC under this MOU. CLASSIC agrees to indemnify, hold harmless, protect and defend Box Elder County from and against any liability, claim, loss, cost expense or damage (including reasonable attorney fees and costs) (the "Claims") claimed by a third party arising out of the operation of CLASSIC or actions of its agents, employees, contractors, or representatives, in connection with the operations of CLASSIC, excluding Claims arising from the gross negligence or willful misconduct of Box Elder County.

CLASSIC shall not be liable for any loss, cost, damage, claim or liability of any kind or nature whatsoever arising from, or in connections with any services provided by Box Elder County under this MOU. Box Elder County agrees to indemnify, hold harmless, protect and defend CLASSIC from and against any Claims claimed by a third party arising out the operation of Box Elder County or actions of its agents, employees, contractors, or representatives, in connection with the operations of Box Elder County, excluding Claims arising from the gross negligence or willful misconduct of CLASSIC .

**Miscellaneous:**

The Parties agree that the MOU is governed under Utah law and that the Box Elder County District Court shall have exclusive jurisdiction over any disputes between the Parties relative to this MOU. This MOU may be signed by counterparts. A faxed or scanned and electronically transmitted facsimile of a signature-bearing page will be conclusive evidence of execution. In the event any provision of this MOU is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this MOU so as not to cause the invalidity or unenforceability of the remainder of this MOU. No waiver will be construed as a continuing waiver or consent to a later breach. This MOU is the Parties' entire and final MOU and may not be modified except in writing signed by all Parties. The non-breaching party in any enforcement proceeding will be entitled to an award of all expenses, including reasonable attorney fees, incurred in obtaining redress. Each Party has been afforded the opportunity to review this MOU with its own counsel. Each individual signing this MOU in a representative capacity warrants his/her authority to bind the Party.

IN WITNESS WHEREOF and acknowledging acceptance and Agreement of the foregoing, the representatives of Box Elder County and CLASSIC affix their signatures hereto.

DATED this 3<sup>rd</sup> day of January  
~~2021.~~ 2024

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

Signature: Lee Perry

Printed Name and Title:  
Lee Perry Commissioner

DATED this \_\_\_\_\_ day of \_\_\_\_\_,  
2021.

Classic Air Care LLC  
5373 S Green Street  
Suite 500  
Murray Utah 84123

Signature: \_\_\_\_\_

Printed Name and Title:  
\_\_\_\_\_

# 2023 Box Elder County Weed Department Year-End Report



*Promontory*

Author: Wyatt Freeze

Contributors: Courtland Richards and Darin McFarland

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## **Introduction**

This year started out with sending out mass landowner notices for the first time in this department's history. We sent out just under 200 notices. The majority were responded to favorably, and the few negative responses were able to be resolved as best as could be. Overall, we felt that this new system has already been a success

This spray season started late due to snow staying late into the spring. However, we made sure to have everything ready so we could jump into action as soon as warm weather hit. We were able to hire 6/8 seasonal positions, but those that we did hire were of good quality. We had one returning seasonal, Adam Hales, who filled the Rush Skeletonweed Crew Lead position. The season started with extensive training of the new recruits, with a large amount of that training being the new ROHVA course. All employees passed with flying colors, and we jumped right into the treatment of gravel pits.

## **Utah Weed Law**

### **R68-9-2. Designation and Publication of State Noxious Weeds**

The Utah Weed Law lists 54 Noxious Weeds, and they are sorted into the following classifications:

- Class 1A EDRR Watch List (9 species). Weeds that threaten neighboring states. Weed personnel watch for these weeds and when found, the weed is GPS marked and treated.
- Class 1B Early Detection (12 species). Weeds that already exist and are treated and handled as early detection rapid response items.
- Class 2 Control (12 species). Designates weeds out of control but with proper Integrated Weed Management can be brought into control.
- Class 3 Containment (16 species). Signifies widely spread weeds with control efforts directed at reducing or eliminating new or expanding weed populations.
- Class 4 Prohibited (5 species). Weeds that pose a threat to the state through retail sale or propagation and are known to be detrimental to human or animal health.

### **R68-9-5. Report from Counties**

The Board of County Commissioners in each county, with the aid of their county Weed Board and County Weed Supervisor, submits an "Annual Progress Report of County Noxious Weed Control Programs" to the Commissioner of Agriculture and Food by January 15<sup>th</sup> of each year, covering the activities of the previous calendar year.

## **Personnel**

### **Box Elder County Weed Committee Members**

Boyd Bingham- Commissioner	Buzz Nelson- Weed Board Member
Max Huggins- Weed Board Chairman	Wyatt Freeze- Weed Dept. Supervisor
Tim Douglas- Weed Board Member	Courtland Richards- Asst. Weed Dept. Supervisor
Bret Selman- Weed Board Member	Darin McFarland- Public Works Superintendent
Mike Bowen- Weed Board Member	Aaron Eager- State Weed Specialist

Mike Pace- USU Extension

Jace Farnsworth- UACD Zone 1 Coordinator

Clint Hill- Grazing Improvement Program

Jeff Schick- NRCS District Conservationist

**2023 Box Elder County Weed Department Staff**

Wyatt Freeze- Department Supervisor

Courtland Richards- Asst. Dept. Supervisor

Adam Hales- Rush Skeletonweed Crew Lead

Kayden Marshall- Special Projects Crew Lead

Dr. Corey Ransom- USU Associate Professor Weed Science

Randy Udy- Bear River Canal Company Asst. Manager

Enoch Whitaker- Rush Skeletonweed Crew Member

Sam Whitaker- Special Projects Crew Member

Teri Smith- Roadside Mower

Dan Johnson- Roadside Sprayer

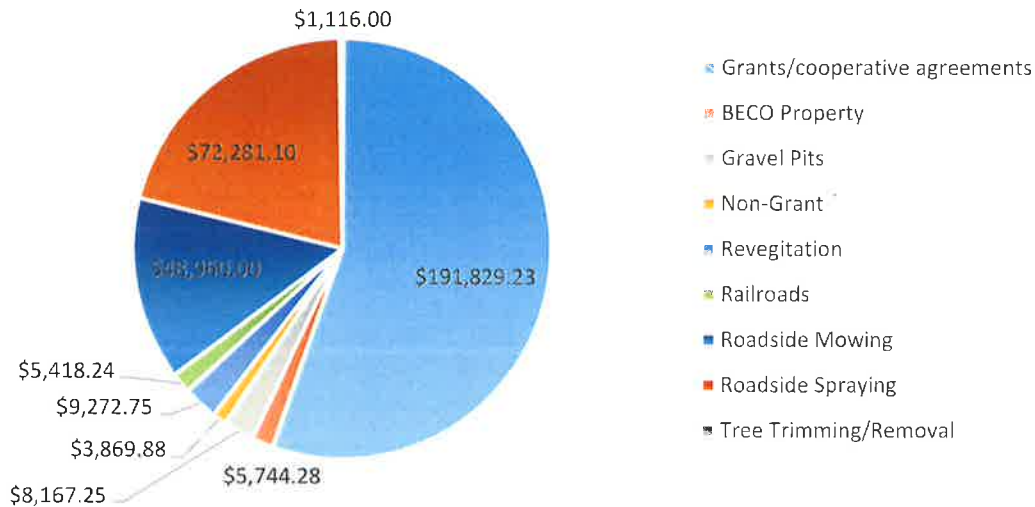


*Left to Right: Dan Johnson, Teri Smith, Sam Whitaker, Enoch Whitaker, Adam Hales, and Kaden Marshall*

**Grants and Project Cost Overview**

A high priority is placed on pursuing and receiving grants from various funding sources, as well as entering into cooperative agreements, to provide supplemental funding to Box Elder County’s Noxious Weed Program. With this funding, we are able to map, treat, and monitor noxious weeds in our county that include, but are not limited to: Rush Skeletonweed, all four types of Knapweed, Yellow Starthistle, Garlic Mustard, Goatsrue, Common St. Johnswort, Purple Loosestrife, various Thistles, and Phragmites. This same funding also allows the landowner participation program to persist, where small amounts of herbicide is given to landowners that are trying to control noxious weeds. This program gives us the opportunity to meet landowners in person and educate them about noxious weeds, herbicides, and control methods. The following pie charts compares the amount of money that was spent between grant/cooperative agreement projects and county maintenance projects.

## Grant and Project Cost Comparison



### Cooperative Spray Days

Cooperation between our department and other agencies private entities is a high priority and major proponent of our department, as noxious weeds do not respect imaginary lines on a map. To achieve this goal, we are active members of several Cooperative Weed Management Areas (CWMA's), wherein we participate in various spray days to treat noxious weed infestations that are found along different boundaries. The following table outlines the spray days we were able to attend this year.

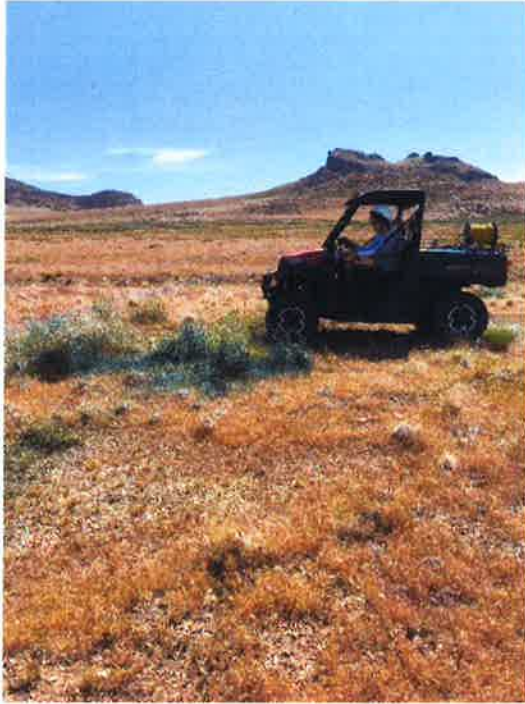
DATE	LOCATION	TARGET WEEDS	PARTICIPATING AGENCIES
06/29/23	Beaver Dam	Elongated Mustard	Box Elder & Cache County Weed Dept. 's
07/25/23	Fielding	Goatsrue & Purple Loosestrife	FFSL, NFWS, Box Elder & Cache County Weed Dept. 's
09/27/23	Coldwater Ranch	Spotted Knapweed	FFSL, UDAF, Box Elder & Cache County, USFS
10/05/23	Park Valley	Russian Knapweed	Box Elder County, Coldwater Ranch, Landowners, GIP
10/30/23	Fremont Island	Rush Skeletonweed	FFSL, Box Elder County
11/14/23	Fremont Island	Rush Skeletonweed	FFSL, Box Elder County, Davis County

### ISM Grant-Rush Skeletonweed Mitigation Project

The 2023 season proved to be very successful in more ways than one when it came to treating rush skeletonweed. Due to our excellent crew, we were able to respond to every rush skeletonweed infestation currently known to us. The grant funding of \$50,000 received through the ISM (Invasive Species Mitigation Fund) allowed us to focus on not just satellite infestations, but also larger infestations. This strategy helps us to prevent rush skeletonweed from spreading to new areas, while also depleting current populations along with their seed bank(s).

The crew started spraying on Promontory point, where rush skeletonweed usually first starts to actively grow in our county, and then worked their way north. We continue to find that rush skeletonweed is severely diminished in areas that we have treated consistently over time; areas that the crew used to spray multiple tanks on are now

driven across all day without spraying more than half a tank. A secondary benefit from this is allowing us the time to monitor parcels more thoroughly than we have on the past.



Three new infestations of note were found this year. The first new infestation was found south of the Dairy Road near Collinston when mapping for dyers woad, but we responded quickly and it was sprayed within a week of discovery (before the plants had even flowered). The second infestation was found up Portage Canyon; not a lot was sprayed, but the crew found it spread evenly throughout the area. Chairman Huggins knows the area and was able to help with not only the treatment but also the notification of surrounding landowners. Lastly, the third new infestation found was two plants on SITLA property near the Nevada border in Grouse Creek. The two plants were treated, and after thorough investigation, no further plants were found. We are almost certain these plants came from seeds off of our machines, as we have traveled that same exact area multiple times in the past.

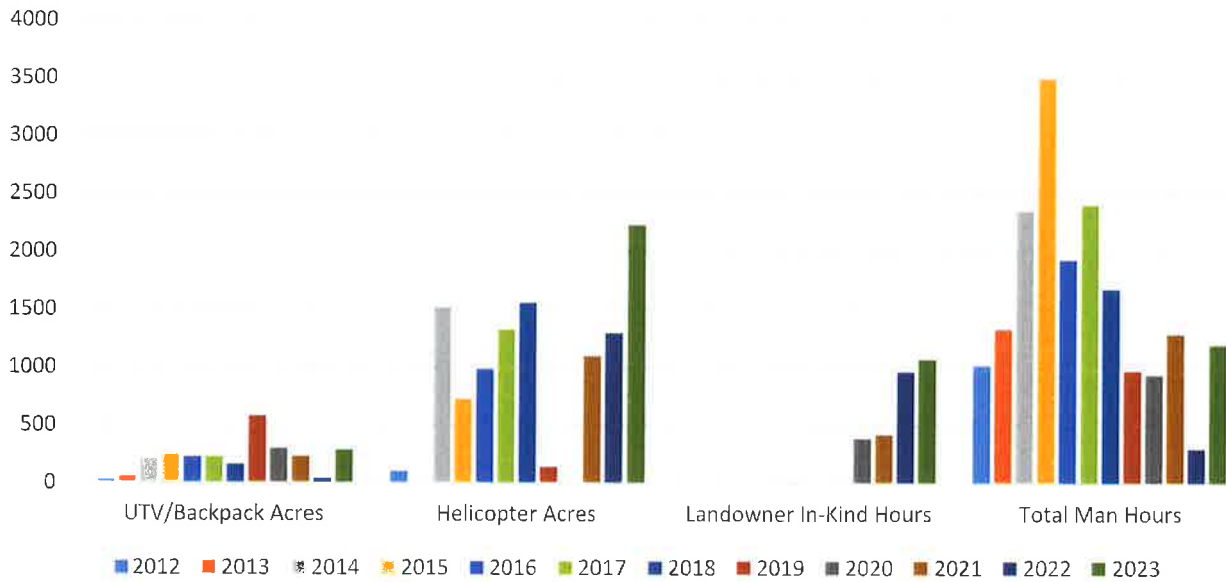
Our largest success for the year was the new relationship that we garnered with the new landowner of the old Keller Ranch, Mike Schultz. Through this relationship, we were able to treat 2,234 acres with a helicopter the first week of October. This was also the result of weeks of mapping done by Wyatt and Courtland through inhospitable terrain. Mike also allowed us to establish a new rush skeletonweed toot-feeding moth insectary on his property, which we hope will have a better chance of success due to the increased density of rush skeletonweed found in that area.

Here are the final statistics for the work completed on rush skeletonweed in 2023:

Employee Hours	1200
Acres Treated: Ground Application	288
Acres Treated: Aerial Application	2400
Ares Treated by Private landowners	1077



## Annual Comparison



*Comparison of work done on rush skeletonweed through the years*

### **ISM Grant-Knapweed EDRR Project**

In the past, we would treat knapweed in our county from two different grants. This year, we decided to attack knapweed on a landscape scale through an ISM grant amounting to \$14,250. This has allowed us to treat all know knapweed infestations and work towards controlling them; select satellite infestations are close to eradication. By planning the project this way, we are also able to respond to new infestations more effectively.

Most infestations are sprayed in the fall, because research from USU has proven this to be the most effective time to treat knapweed. However, we have found limited success using this strategy certain russian knapweed infestations, and so we tried spraying those few during the summer when the plants are actively growing.

All known infestations were able to be treated by us or the landowner, and the general trend shows an overall decrease in size and density of all populations. However, the extent of the diffuse knapweed infestation up Johnson Canyon has been found to be larger than previously thought, and so time will be spent in the spring to gain permission from private landowners to map the whole area. We also found a small infestation of diffuse knapweed on a two track road leading to a cellphone tower north of the Long Divide Road. It has been mapped and will hopefully be treated this next season.

Here are the final statistics for work done on knapweed in the 2023 season:

Employee Hours	136
Acres Treated: Ground Application	90
Ares Treated by Private Landowners	715



*Diffuse Knapweed-Clear Creek*



*Russian Knapweed-Promontory*

## **Utah Weed Supervisors Association Grant-EDRR**

This funding originates from the United States Forest Service, who gives it to the UWSA (Utah Weed Supervisors Association) to manage. Every year we use this funding to treat noxious weeds that we feel justify Early Detection Rapid Response (EDRR). These are weeds that have been found in bordering counties or states but not in our county yet, or weeds that are found in our county but our found in very limited populations. Noxious weeds that would justify treatment under this grant project are: Yellow Starthistle, Goatsrue, Garlic Mustard, Elongated Mustard, Oxeye Daisy, Cutleaf Vipergrass, and Common St. Johnswort.



Historic Yellow Starthistle, Goatsure, and Elongated Mustard infestations continue to shrink in size and density; no new infestations were found this season. Cutleaf Vipergrass continues to be found sporadically throughout the eastern half of our county, and we respond when we find it. We found one infestation of Oxeye Daisy in Mantua that we think has been known to our department in the past, but discovered again. The patch was treated and later monitoring showed a 97% success. The two known infestations of Common St. Johnswort were both found to be spread across a greater area than previously thought, but both were treated and extensively monitored. Finally, the ne patch of Garlic Mustard found in our county (near Mantua Reservoir) was backpacked, and a later survey showed a 95%+ success.

Here are the final statistics for work done on EDRR noxious weeds in the 2023 season:

Employee Hours	93
Acres Treated: Ground Application	24
Ares Treated by Private Landowners	271

### **Forestry, Fire, & State Lands Agreement-Bear River Weeds**

The Utah Division of Forestry, Fire, and State Lands maintains their cooperative agreement with our department that provides funding of \$15,000 for the treatment of noxious weeds that are found within the Bear River and its tributaries. Most of this is used within the Landowner Participation Program; landowners that want to treat noxious weeds on their property that falls within this agreements area can receive small amounts of herbicide to help make that happen. The majority of noxious weed treated under this project are some type of thistle. We saw a major spike in scotch thistle infestations, new and old. This was most likely due to the dramatic increase in moisture we received this year, as thistle seeds can stay dormant in the soil 10+ years when there is not enough moisture to germinate.

Here are the final statistics for work done on noxious weeds along the Bear River within the 2023 season:

Employee Hours	36
Acres Treated: Ground Application	31.75
Ares Treated by Private Landowners	775.4

### **Watershed Restoration Initiative Funding-Phragmites**

Through cooperation with Chad Cranney’s (NWR Salt Creek WMA Manager) WRI project, we receive \$10,000 dollars to aid in the treatment of Phragmites. Although we do have a native phragmites here in Utah, the phragmites that we target is an invasive species from Europe. It has many of the same traits that characterizes a noxious weed, but phragmites infestations are especially harmful as they provide very little forage to waterfowl and they take up a lot more water than native species.

Phragmites continues to be difficult to treat due to the conditions it likes to grow in. Access is either limited by the terrain being too marshy or there is an insurmountable amount of access permission to be gained for the little phragmites to be treated (such as along the Malad River). Despite this, a fair amount was able to be treated from the ground. In the future, we plan to increase our mapping efforts so that we may be able to target more difficult areas. There have been a couple positive developments concerning the treatment of phragmites, the first being that we are having very good success using Imazypyr over aquatic Glyphosate, which is most likely



because Imazapyr has some soil residual. We have also been working with the Grazing Improvement Program, USU Extension, and the U.S. Fish and Wildlife Service to make available the equipment for remote fencing; this would allow landowners to target-graze phragmites in areas where fencing is not possible. Lastly, the ever-increasing number of drone pilots has made it feasible for some to utilize these services in areas that require more precise spot treatments.

Our strategy continues to be to place a higher priority on infestations near the head flowing water bodies and patches that are along roads. This prevents the spread of new infestations. If resources are left over, then we target larger infestations that lie outside of other entities responsibility with the use of a helicopter.

Here are the final statistics for the work completed on phragmites in 2023:

Employee Hours	110
Acres Treated: Ground Application	41
Acres Treated: Aerial Application	133
Acres Treated by Private landowners	56

## **Dyers Woad Spring Aerial Project**

Dyers woad is ever present throughout the east half of our county. The strategy of focusing aerial treatments on the western border of the infestation continues to be the most cost-effective method at containing it. We had five or six landowners participate in this year’s treatment, and approximately 400 acres was sprayed on Promontory and around Howell. The pilot continues to find less and less to spray every year, and if this trend continues we might be able to hit other hot spots of dyers woad further east, such as Beaver Dam or Willard.

Eight different gravel pits were treated for noxious weeds this year, with dyers woad being the focus. Gravel continues to be a vector for weed seed movement, so we continue to monitor gravel pits closely and treat those that will let us. This year we spent over 100 hours spraying gravel pits, with 50 acres being treated.

The community of Collinston once again initiated a collaborative spray day for dyers woad, with the county providing the equipment and herbicide and the community members providing the labor. There were 10-12 participants, and each one sprayed at least two backpacks. It amazes me when projects like this come to fruition; a whole community coming together to work towards the common goal of decreasing the amount of Dyers Woad present in their area.

## **Biological Control**

This was a bumper season for releasing biocontrol across all weed species that have biocontrol available for them. The ISM Knapweed EDRR Grant funded the release of 1,200 biocontrol agents across the county; there were 500 *Cyphocleonus achates* agents (root feeding weevil) and 700 *Larinus minutus* agents (seed-head feeding weevil) in that batch. We then attended a biocontrol collection even near Tintic, Utah where we helped collect just under 100,000 seed-head feeding weevils. We were sent with two releases, which made it possible to have made at least one release on every Spotted, Squarrose, and Diffuse Knapweed infestation in our county!



*Cyphocleonus achates*



As usual, we received 4-5 releases of Canada thistle gall flies, *Urophora curdii*, and placed them on the community of Grouse Creeks' spring. This site was prioritized because they are not able to treat with herbicides around the spring source, so we use the flies as an alternate method of control.

Exciting news, we were able to attend a collection event for rush skeletonweed root-feeding moths near Boise, Idaho where over 700 moths were collected! Led by UDAF's Amber Mendenhall, two BECO department employees, two Cache County employees, and two Davis County employees spent hours in the grueling hot summer sun to collect these moths. Because of their hard work, we were able to place 350 bugs in the original insectary on Tim Munns' place and 350 within the new insectary on Mike Schultz's ranch.

## **Roadside Spraying and Mowing**

### **Roadside Spraying**

This year, Courtland and Dan Johnson spent around 400 hours spraying over 1500 miles of county roads. They spray 3,300 acres, which was a combination of spring, kochia, and pre-emergent treatments. However, the majority of their time was spent spraying kochia; due to the wet spring and persistent summer rainstorms, flushes of kochia populations came so fast that we hardly had time to keep up. That being said, they both did a good job and I am well satisfied with the result.

### **Roadside Mowing**

Teri Smith was our main mower this year, and she spent almost 500 hours making sure our right-of-ways were kept short so as to prevent any site obstructions and to keep fire hazards to a minimum. Our New Holland tractors were leased once again from Buttar's Tractor here in Tremonton.

## **Union Pacific Railroad Right-of-Ways Project**

Spraying of the Union Pacific Railroad right-of-ways took place from Corinne to the Idaho border on the Malad subdivision and from Harper Ward to Cutler Dam on the Ogden subdivision. Two employees, once again trained on railroad safety through a third-party, spent over 76 hours and treated 21.5 acres worth of herbicide. No new infestations of concern were found, but there is an increasing amount of phragmites being found in the UPRR right-of-ways between the Weber County Line and north Brigham City. Our plan for next year is to approach the local track manager about letting us on the tracks to attempt the treatment of this area.

## **Tree Trimming/Removal**

Courtland and Wyatt initiated a new project this year, which was the removal of Russian Olive trees in Box Elder County right-of-ways. Russian Olive Trees are a Class 4 weed on the State Noxious Weed List due to their detrimental effects on the environment; they crowd out desirable vegetation, provide a very low nutritional value source of food for wildlife, and can be potentially harmful to humans. The underlying driver of starting this project was that we want to do our part at maintaining County property noxious weed-free, no matter the weed. Also, more and more funding has been directed towards removing Russian Olive trees, and the state weed committee has discussed re-classifying Russian Olive as a Class 2 or 3 weed, which would allow for enforcement. By starting to remove our own Russian Olive trees, we are getting ahead of this decision while learning the best processes for the removal of Russian Olives. This spring, we removed 10 Russian Olives of varying sizes. This was done by cutting down the tree, chipping the biomass, and painting the stump soon-after with Garlon 3A concentrate.



*Before Treatment*



*After Treatment*

## **Revegetation**

To achieve the highest level of control, one must use as many methods of weed control as possible. We do this by maintaining a thick, healthy stand of desirable grasses in county right-of-ways wherever possible. These grasses provide competition to the weeds and prevent the establishment of severe weed infestations. When grass populations deteriorate to the point where they no longer hold out weeds, or when roads are rebuilt, we go in and re-seed the affected area.

There were not a lot of roads that had been rebuilt this year, so time and money only allowed the seeding of roughly 43 acres of right-of-way, which equates to about 22.5 miles of road. We used approximately 600 pounds of a “Cabinside” seed mix that consists of a couple varieties of crested wheatgrass and some sheep fescue. We use this mix because these grass varieties are of shorter stature and do not require as much mowing. We also used 500 pounds of Hycrest Crested Wheatgrass in an area that does not get mowed due to how remote it is.

Currently we are looking at buying a compact drill that could be pulled behind a UTV. This will allow us to re-seed more miles of road more effectively, and will hopefully give us better germination. We are still looking at a drone that would have the capability to spread seed so that we can seed areas not accessible by the ground.

## **Weed Department Fair Booth**

In 2022 the Weed Department once again provided a booth at the County Fair, but this year we were able to reserve a spot within one of the buildings! This annual occasion provides an opportunity to reach out to county

individuals and educate them on State Noxious Weeds. Brochures and Noxious Weed Handbooks are offered to the public if they request one.

It is also a time to counsel people on how to take care of weed problems, correct herbicides, formulations and the importance of controlling their weeds so they do not spread to adjacent properties. Timing is strictly emphasized as one of the most critical factors which must be considered in good weed control practices. People are always very receptive and willing to learn when they see displays and materials which fair time offers. Thanks to the seasonal employees and many of the current Weed Board members who took part.

## **Conclusion**

All in all, this was a very successful year. The new noxious weed landowner notification program was rolled out without any major hiccups, and the Weed Board has polished it in order for it to be even more effective in 2024. Long hours working on the computer, compiling data, and writing numerous grant applications resulted in \$98,750 worth of funding in 2023 and/or Fiscal Year 2024. We were able to hire an exceptional crew who were able to not only complete their assigned tasks, but also do it in a very safe manner. Each of our planned projects were completed successfully, with most infestations being decreased in size and density. Landowner cooperation continues to improve as time goes on, with our herbicide-education incentive program being a major driver of that improvement. Cooperation between other agencies also continues to improve, with many of them resulting in some sort of funding to our Department. All these achievements have improved Box Elder Counties Noxious Weed Program, and we look forward to building upon these next season and being even more successful in 2024.

