

**MINUTES  
BOX ELDER COUNTY COMMISSION  
DECEMBER 01, 2021**

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The Board of County Commissioners of Box Elder County, Utah met in an Administrative / Operational Session at the Historic County Courthouse, 1 South Main Street in Brigham City, Utah at 4:45 p.m. on **December 01, 2021**. The following members were present:

Jeff Scott	Commissioner
Jeff Hadfield	Commissioner
Marla Young	Clerk

Excused:                      Stan Summers                      Chairman

The following items were discussed:

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

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

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

Jeff Scott	Commissioner
Jeff Hadfield	Commissioner
Marla Young	Clerk

Excused:                      Stan Summers                      Chairman

The prayer was offered by Commissioner Hadfield.  
The Pledge of Allegiance was led by Auditor Tom Kotter.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF NOVEMBER 03, 2021 AND NOVEMBER 17, 2021 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER HADFIELD, SECONDED BY COMMISSIONER SCOTT, AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**

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

There were no Administrative Review items discussed.

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

There were no Former Agenda items discussed.

**EMERGENCY MANAGEMENT ISSUES**

**COVID-19 Update - Commissioner Scott**

Commissioner Scott stated the numbers in the Bear River Health District are coming down a bit but anticipated to increase after the holidays. A new variant called Omicron is now showing up. He encouraged everyone to continue to be careful.

**ARPA**

**Environment Review Record for Broadband Grant in Bothwell - Stan Summers**

Commissioner Scott explained the Environmental Review Record is a document that needs to be signed for a broadband grant in Bothwell.

**MOTION** Commissioner Hadfield made a motion to authorize the signature on the ERR Broadband Grant in Bothwell. The motion was seconded by Commissioner Scott and unanimously carried.

**ATTACHMENT NO. 2 - ERR Document**

**ARPA Funds Application - BRAG - Tom Kotter**

Auditor Tom Kotter explained that Bear River Association of Governments (BRAG) has submitted an application for ARPA funding to bring high speed internet to underserved areas of the county. Their request is for 1.5 million dollars to be used for fiber optics. Broadband is one of the areas where ARPA funds may be spent.

**MOTION** Commissioner Hadfield made a motion to approve the request for funding for BRAG. The motion was seconded by Commissioner Scott and unanimously carried.

**ATTACHMENT NO. 3 - BRAG Application for ARPA Funding**

**AUDITOR'S OFFICE**

**Public Hearing 2022 Budget - Tom Kotter**

**Commissioner Scott opened the public hearing at 5:15 p.m.**

Auditor Tom Kotter presented highlights of the 2022 budget. He stated the full budget may be viewed by the public on the county's website. He stated the budget includes a 5% cost of living increase for county employees, funding for a consultant to do a compensation study overview, audio visual equipment to stream meetings, and some capital improvement items such as remodeling the old America First building to house the Motor Vehicle Division and have a drive thru, fairgrounds concession area, brush trucks for the Fire Department, and a site plan for the jail to make it more secure and meet the requirements of the state.

**DeAnna Hardy of Brigham City** stated she opposes the budget and has opposed the budget for the last ten years. She stated that when Commissioner Summers was running for office he stated it was time for the government to get by on less. She feels his words have not matched what has taken place. She said the county does not have a revenue problem, but a spending problem. She stated the Motor Vehicle Division does not need a drive-thru as people can do their transactions online. She said government programs are not working and should go to the private sector. She talked about the Bookmobile, stating that people should not be forced to pay for other people's reading material or inappropriate books. She said the ARPA program is unconstitutional. She said salaries keep going up and elected officials make more than the average of county residents and are considered a service job. She urged the Commission to reduce the size of government.

**MOTION:** Commissioner Hadfield made a motion to close the public hearing. Commissioner Scott seconded the motion and the hearing was closed.

Commissioner Scott commended Auditor Kotter and his staff for their hard work in setting up the budget.

**Predator Control Contract USDA - Tom Kotter**

Auditor Tom Kotter explained the Predator Control Contract is an ongoing contract with the State of Utah. The county and the Wool Growers Association contribute to the Predator Control Fund. The state reimburses the county.

**MOTION:** Commissioner Hadfield made a motion to approve Contract #21-32. The motion was seconded by Commissioner Scott and unanimously carried.

**ATTACHMENT NO. 4 - Contract #21-32**

**Sharing of Justice Court Revenues with Brigham City - Tom Kotter**

Auditor Tom Kotter explained the county runs the Justice Court. Currently there is a split with Brigham City of 55/45 for their trials. He explained state code states it should be a 50/50 split. The current contract

requires us to give Brigham City a year's notice on changes. He recommended the contract be changed to the 50/50 split in January of 2023.

Commissioner Scott thanked Auditor Kotter for the information.

**Tax Settlement/Forgiveness - Big Horn Holding LLC - Tom Kotter**

Auditor Tom Kotter informed the Commissioners we need to stay in compliance with what the State Tax Commission has asked us to do. He explained that at the last Commission meeting, the commissioners approved tax penalty forgiveness for Big Horn Holding LLC. After reviewing guidelines he stated the Commissioners need to sign documents noting the forgiveness and he is required to then notice it in the paper and notify the State Tax Commission of the decision. He said the Commissioners need to state why it is in the best interest of the county to waive the penalties and interest.

**COMMISSIONERS**

**Board Member for Bear River Water Conservancy District Appointments - Jill Jeppesen**

Jill Jeppesen of Bear River Water Conservation District stated there are two board member positions available for their board, one for the Brigham City area and one for the Bothwell/Thatcher area. They received one submission for the Bothwell/Thatcher area which was Joe Summers. They received two submissions for the Brigham City area which are Mayor Elect DJ Bott and Dean Lester. She stated it has typically been an elected official on the board but they would be happy with either person.

Commissioner Scott said he would like time to review the applications for Brigham City.

**MOTION:** Commissioner Hadfield made a motion to appoint Joe Summers to the Bear River Water Conservancy District Board and to table the decision for the Brigham City representative. The motion was seconded by Commissioner Scott and unanimously carried.

**Governor Cox Letter to the President for 30X30 Initiative - Stan Summers**

**MOTION:** Commissioner Hadfield made a motion to table this item to the next Commission meeting. The motion was seconded by Commissioner Scott and the item was tabled.

**Approval of Meeting Schedules for 2022 - Stan Summers**

Commissioner Scott stated the meeting schedule for 2022 will be the same as past years.

**MOTION:** Commissioner Hadfield made a motion to approve the meeting schedule for 2022. The motion was seconded by Commissioner Scott and unanimously carried.

**ATTACHMENT NO. 5 - 2022 Meeting Schedule**

**Approval of County Holidays and Landfill Holidays for 2022 - Stan Summers**

Commissioner Scott stated the holiday schedule for 2022 is the same as prior years.

**MOTION:** Commissioner Hadfield made a motion to approve the County Holiday and Landfill Holiday Schedules for 2022. The motion was seconded by Commissioner Scott and unanimously carried.

**ATTACHMENT NO. 6 - 2022 Holiday Schedule**

**COMMUNITY DEVELOPMENT**

**Astle Agricultural Subdivision Ordinance #546 - Scott Lyons**

Community Development Director Scott Lyons explained Ordinance #546 regards an agricultural subdivision located approximately 5000 W 12800 N just south of Fielding. It separates a single family dwelling from the agricultural property. It has gone through the Planning Commission and comes with a recommendation of approval.

**MOTION:** Commissioner Hadfield made a motion to approve Ordinance #546. The motion was seconded by Commissioner Scott and the motion carried unanimously.

**ATTACHMENT NO. 7 - Ordinance #546**

**Bekems Edge Subdivision Phase 1- Scott Lyons**

This item was canceled.

**FAIRGROUNDS**

**Winter Monthly Rate for Exhibit #3 Building - Jan Rhodes**

This item was canceled.

**FIRE DEPARTMENT**

**Corinne City Requests to be Considered for Ambulance Donation - Corinne City**

Tiffine Jensen of the Fire Department stated they have two surplus ambulances coming out of Park Valley and Grouse Creek. They need to be auctioned off or donated.

Vaughn Sorensen, Corinne Fire Chief, stated when they have had a vehicle go down they have had to borrow one from the county. They don't want to have that happen again so they can be prepared. They have had an increase in volume of calls. They would like to have a second squad to serve the increased calls.

Commissioner Scott stated that through the requirements for surplus property the county either needs to auction an item or can donate it to another entity if it benefits citizens in the area. He says it will be beneficial to Corinne due to the increased calls. He requested an ambulance be donated to Corinne City.

**MOTION:** Commissioner Hadfield made a motion to donate an ambulance to Corinne City. The motion was seconded by Commissioner Scott and unanimously carried.

## **HUMAN RESOURCES**

### **Resolution #21-15 Essential Employees**

HR Manager Jenica Stander stated Resolution #21-15 designates all county employees as essential employees for ARPA purposes.

**MOTION:** Commissioner Hadfield made a motion to approve Resolution #21-15. The motion was seconded by Commissioner Scott and unanimously carried.

### **ATTACHMENT NO. 8 - Resolution #21-15**

The Commissioners recessed to hold an RDA meeting.

## **WARRANT REGISTER - COMMISSIONERS**

The Warrant Register was signed on a motion and the following claims were approved. Claim numbers 116642 through 116695 in the amount of \$121,868.14 with claim numbers voided 116460, 116427, 116151 claim numbers 116602 through 116641 in the amount of \$102,187.23 and 116546 through 116601 in the amount of \$296,793.14.

## **PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS - COMMISSIONERS**

<b>Employee Name:</b>	<b>Department:</b>	<b>PA Type:</b>	<b>Effective Date:</b>
Reno Gibbs	Fairgrounds	Compensation Change	11/10/2021
Katelyn Douglas	Fairgrounds	Compensation Change	11/09/2021
Destin Christensen	Community Development	Cell Phone Allowance	11/18/2021
Aaron Boyce	Sheriff's Office	Cell Phone Allowance	10/19/2021
Ashley Jones	Sheriff's Office	Cell Phone Allowance	10/19/2021
Carson Ferrin	Sheriff's Office	Cell Phone Allowance	10/19/2021

Alan Firth	Fairgrounds	Rehire	11/23/2021
Timothy Kennedy	Sheriff's Office	Compensation Change	11/11/2021
Zachary Waddoups	Sheriff's Office	Compensation Change	11/01/2021
Mikkael Hardison	Sheriff's Office	Separation	12/04/2021
Brian Millaway	Sheriff's Office	Compensation Change	11/07/2021
Brittney Rawson	Sheriff's Office	Separation	11/30/2021
Michael Allred	Sheriff's Office	Compensation Change	12/08/2021
Amber Jones	Sheriff's Office	Compensation Change	12/13/2021
Bradley Whitley	Sheriff's Office	Compensation Change	12/06/2021
Lynzie Bierer	Clerk's Office	Separation	10/01/2021
Janessa May	Clerk's Office	Separation	11/03/2021
Julie Hendricks	Clerk's Office	Separation	11/03/2021
Ellie Bierer	Clerk's Office	Separation	11/02/2021


### **CLOSED SESSION**

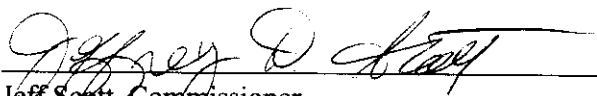
Strategy session to discuss a potential contract. It was determined the item didn't fit the reasons allowed for a closed session so the Commissioners quickly reconvened the Commission meeting.

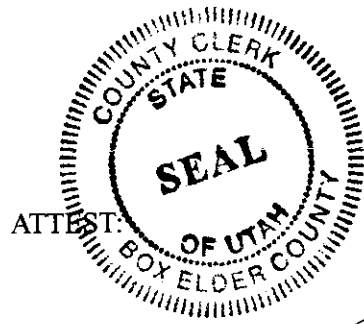
### **ADJOURNMENT**

A motion was made by Commissioner Scott to adjourn. Commissioner Hadfield seconded the motion, and the meeting adjourned at 6:14 p.m.

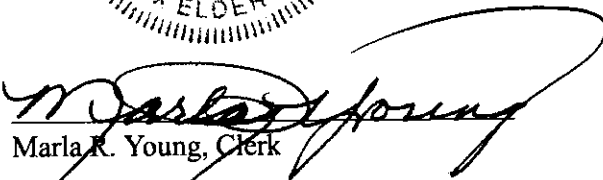
**ADOPTED AND APPROVED** in regular session this 15th day of December 2021.

  
Stan Summers, Chairman

  
Jeff Scott, Commissioner



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Jeff Hadfield, Commissioner

  
Marla R. Young, Clerk





**BOX ELDER COUNTY COMMISSION MEETING**  
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302  
Wednesday, December 01, 2021 at 4:45 PM

**AGENDA**

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday December 1st, 2021 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 PM**

- A. Invocation Given by: Commissioner Hadfield
- B. Pledge of Allegiance Given by: Treasurer Shaun Thornley
- C. Approval of Minutes November 3, 2021
- D. Approval of Minutes November 17, 2021

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

**4. FORMER AGENDA ITEMS**

**5. EMERGENCY MANAGEMENT ISSUES**

**6. ARPA**

- A. 5:08 Environment Review Record for Broadband Grant in Bothwell-Stan Summers
- B. 5:10 ARPA Funds Application-BRAG -Tom Kotter

**7. AUDITOR'S OFFICE**

- A. 5:15 Public Hearing 2022 Budget -Tom Kotter
- B. 5:25 Predator Control Contract USDA - Tom Kotter
- C. 5:27 Sharing of Justice Court Revenues with Brigham City - Tom Kotter
- D. 5:32 Tax Settlement/Forgiveness - Big Horn Holding LLC - Tom Kotter

**8. COMMISSIONERS**

- A. 5:37 Board Member for Bear River Water Conservancy District Appointments - Jill Jeppsen
- B. 5:39 Governor Cox Letter to the President for the 30 X 30 Initiative - Stan Summers
- C. 5:45 Approval of Meeting Schedules for 2022 - Stan Summers
- D. 5:47 Approval of County Holidays and Landfill Holidays for 2022 -Stan Summers

**9. COMMUNITY DEVELOPMENT**

- A. 5:49 Astle Agricultural Subdivision Ordinance #546 -Scott Lyons
- B. 5:51 Bekems Edge Subdivision Phase 1 -Scott Lyons

**10. FAIRGROUNDS**

- A. 5:53 Winter Monthly Rental Rate for Exhibit #3 Building- Jan Rhodes

**11. FIRE DEPARTMENT**

- A. 5:58 Corinne City Requests to be Considered for Ambulance Donation-Corinne City

**12. HUMAN RESOURCES**

- A. 6:03 Resolution #21-15 Essential Employees -Jenica Stander

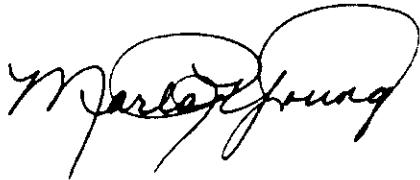
**13. WARRANT REGISTER**

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

**15. CLOSED SESSION**

**16. ADJOURNMENT**

Prepared and posted this 24th day of November, 2021. Mailed to the Box Elder News Journal and the Leader on the 24th of November, 2021. 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 734-3347 or FAX 734-2038 for information or assistance.

**HUD Environmental Review Record (ERR)**

**Review ID:** 141735  
**Status:** Submitted  
**Date Submitted:** 11/02/2021

**Project Name:** Box Elder County Broadband Internet Expansion  
**HUD Funding Amount:** \$417,000.00  
**Program Area:** CDBG

**Grant/Loan Recipient:** Box Elder County  
**Sub-Recipient:**  
**State Contract #:** T141997  
**Contract Year:** 2021

**Chief Executive Officer of Contracting Entity & title:** Stan Summers, County Commissioner  
**Environmental Review prepared by:** Brian Carver **Preparer's Telephone #:** 435-881-4369

**Project Summary:** Install 18 miles of fiber optic cable on existing utility poles, 1.7 miles of plowed cable in conduit, some trenching in state highway easement, expand internet service in rural Box Elder County's unincorporated Bothwell town, to address impacts of COVID in accessing school, work and medical care.

**Project Address:** 10000 West 11200 North  
**City/State/Zip:** Bothwell, Utah 84337

**Initial Environmental Category Determination:** Other new construction not listed above

We are requesting a determination of 'Supplemental Assistance 'for this project (24CFR 58.35 (b) (7) (see information below) **No**  
This project is a continuation/new phase of a project that was reviewed and released in another year. (Enter Year)& Contract #:

## Project Area/Location (Attach Map)

No Impact	Impact/ Requires Mitigation	Comments (required for each item, N/A will not be accepted)	Attachments
Location	No Impact	The project area is located between Point Lookout Drive to the north, 10400 North to the south, and between approximately 8200 West to the east and 10000 West to the west in Box Elder County, Utah in the unincorporated community of Bothwell.	1. Bothwell Project Area.PNG 2. Bothwell Broadband Project Area Details.pdf 3. 4.

## HUD ENVIRONMENTAL ASSESSMENT CHECKLIST (EA)

No Impact	Impact/ Requires Mitigation	Comments (required for each item, N/A will not be accepted)	Attachments
<b>1. HISTORIC PRESERVATION</b> (24 CFR Part 800)	No Impact	This project installs new telecommunications infrastructure using existing aerial utility poles. No new surface disturbances will occur. See attached.	1. statehistorypa.pdf 2. 3. 4. 5.
<b>2. FLOODPLAINS MANAGEMENT</b> (24 CFR Part 55, E.O. 11988)	No Impact	Zone A (100 year) floodplain is present on the border of the project area, however USACE Nationwide permit (NWP)57 identified activities performed for electric and telecommunications activities is not contrary to the public interest, and the degree of digging this project will need is minimal with no effect of waters or habitats in the affected area. Zone A do not have detailed analyses performed, no depths or base flood elevations are completed unless requested.	1. Bothwell Floodplain.png 2. Nationwide Permit 57 - Decision Document.pdf 3.
<b>3. WETLANDS PROTECTION</b> (E.O. 11990)	No Impact	Freshwater Emergent Wetlands are present within the project area. However, the project installs cable on existing telecommunications utility poles. No surface disturbance will occur, no adverse effects will result. Attached NWP identifies General condition 23 requires adverse effects to be minimized to the maximum extent practicable, and will not require district engineers preconstruction notification because there will be no discharge of dredged materials.	1. Bothwell Wetlands.pdf 2. Nationwide Permit 57 - Decision Document.pdf
<b>4. COASTAL BARRIERS RESOURCES</b>	No Impact	This project is located in Utah, a state with no Coastal Barrier Resources System (CBRS) units. Therefore this project is in compliance with the CBR Act.	
<b>5. SOLE SOURCE AQUIFERS</b> (40 CFR Part 149)	No Impact	The Environmental Protection Agency has determined the presence of three Sole Source Aquifers in the State of Utah. None are located in Box Elder County. See attached	1. Sole_Source_Aquifers.pdf 2.
<b>6. ENDANGERED SPECIES ACT</b> (50 CFR Part 402)	No Impact	After site inspection, the project did not show any potential to disturb any habitat within the project area critical to threatened or endangered species found in Utah. See attached	1. utahendangeredspecies.pdf 2. utahendangered.pdf
<b>7. WILD AND SCENIC RIVERS ACT</b> (1968 – Sections 7(b), (c) )	No Impact	There are no designated Wild and Scenic rivers within the project area, nor are there any waterways under consideration for eligibility to be designated as Wild and Scenic. See attached	1. WildandScenicRiversUtah.pdf 2. WildandScenicRiversNRI.pdf
<b>8. AIR QUALITY</b> (Clean Air Act, Sectins 176 (c) & (d) 40 CFR Parts 6,51,93)	No Impact	The installation of telecommunications wiring over existing utility poles will not disturb a significant amount of land. If more than 1/4 acres of land area is disturbed, the project manager will submit a Dust Management plan to the State of Utah Division of Air Quality.	1. airqualityletter.pdf 2.
<b>9. FARMLANDS PROTECTIONS POLICY ACT</b> (7 CFR PART 658)	No Impact	The installation of telecommunications wiring over existing utility poles in developed utility easements will not result in the development or loss of any farmland.	1. farmlands.pdf 2.
<b>10. TOXIC CHEMICALS &amp; GASES, HAZARDOUS MATERIALS, CONTAMINATION &amp; RADIOACTIVE SUBSTANCES</b> (24 CFR PART 58.5(l)(2) (l))	No Impact	The installation of telecommunications wiring using existing utility poles in developed utility easements will not increase exposure or proximity to hazardous materials.	1. Hazardous_Substances.pdf 2. 3.
<b>11. ENVIRONMENTAL JUSTICE</b> (E.O 12898)	No Impact	This project of installation of telecommunications infrastructure will not disproportionately impact minorities, low-to-moderate income persons, or other	1. 2.

marginalized communities. It will increase access to opportunity to all residents of the project area equally.

<b>12. NOISE ABATEMENT &amp; CONTROL</b> (24 CFR PART 51B)	No Impact	The installation of telecommunications wiring on existing utility poles will be conducted during daytime hours and not result in increased exposure to noise to people residing in the project area.	1. 2.
<b>13. SITING OF HUD-ASSISTED PROJECTS NEAR HAZARDOUS OPERATIONS</b> (24 CFR PART 51C)	No Impact	The installation of telecommunications wiring using existing utility poles will not result in the increased exposure of people to hazardous operations within the project area.	1. 2.
<b>14. AIRPORT CLEAR ZONES &amp; ACCIDENT POTENTIAL ZONES (APZ)</b> (24 CFR PART 51D)	No Impact	The project installing telecommunications infrastructure is not located within an airport clear zone and will not exceed height limits on utility services under existing county ordinances.	1. 2.
<b>15. Lead Based Paint</b> (24CFR Part 35)	No Impact	The project of installation of telecommunication wiring using existing utility poles will not impact any habitation that might result in the disturbance of lead based paint.	1. 2.
<b>16. Culinary Water Projects &amp; Wastewater Treatment Plant Projects</b>	No Impact	The installation of telecommunications wiring aerially over existing utility poles will not contribute to any development that would be outside of the capacity of the existing water and waste water districts to provide services in a safe and equitable manner.	1. 2.
<b>17. Conformance to Planning &amp; Zoning</b>	No Impact	This infrastructure investment is compatible with Box Elder County's plans, policies, and regulations for land uses and activities within the project area and greater community.	1.
<b>18. Compatibility and Urban Impact</b>	No Impact	This project is compatible with the overall character of the community and existing land uses. It will have an overall positive effect on the local economic opportunity and not directly lead to negative development patterns and impacts.	1.
<b>19. Slope</b>	No Impact	This project takes place within existing utility rights of way along an improved highway and across relatively flat terrain. There is no evidence of slope instability and no earth movement work necessary.	1.
<b>20. Erosion</b>	No Impact	This project takes place within existing utility rights of way along an improved highway across relatively flat terrain. There is no anticipated earth movement work necessary for the project and no erosion expected.	1.
<b>21. Soil Suitability</b>	No Impact	This project takes place within existing utility rights of way along an improved highway across relatively flat terrain. There are no signs of unstable or unsuitable soils on site. No samples have been taken for this project, but past utility installations have not encountered problem soils.	1.
<b>22. Energy Consumption</b>	No Impact	This project will not significantly impact community energy consumption. The project has the potential to provide additional work-from-home and home education opportunities that could reduce the vehicle miles traveled in the community.	1.
<b>23. Hazards, and Nuisances (Site Safety)</b>	No Impact	Site safety hazards most likely to be encountered are traffic management along the utility right of way and safety when interacting with electrical power lines sharing the same utility poles. The contracted entity for the project must demonstrate that they can reasonably address these hazards in their work plan.	1.
<b>24. Noise – Contribution to community noise levels</b>	No Impact	This project will not contribute to an increase in ambient noise within the nearby community. The project area is primarily rural and work will be conducted in an existing utility right of way within daylight hours.	1.
<b>25. Demographic/Community Character Changes</b>	No Impact	The project will not influence any change over community character or demographics. It will provide services. There will be no visual impact and service will be available regardless of demographic.	1.
<b>26. Displacement</b>	No Impact	The project will take place in existing utility infrastructure and corridor right of ways and will not result in the displacement or relocation of any individuals.	1.
<b>27. Employment and Income</b>	No Impact	There is no negative impact of the project anticipated on local employment and income. On the contrary, the project's focus of improving access to high-speed internet for residents of the area will result in more economic and employment opportunity.	1.
<b>28. Educational Facilities</b>	No Impact	The project will provide increased availability of high	1.

speed internet service in the area, increasing the access to educational services without negatively impacting existing education facilities.

<b>29. Commercial Facilities</b>	No Impact	The project will provide increased availability of high speed internet service in the area, increasing the access to commercial services without negatively impacting existing commercial facilities.	1.
<b>30. Health Care</b>	No Impact	The project will provide increased availability of high speed internet service in the area, increasing the access to health care services without negatively impacting existing health care facilities.	1.
<b>31. Social Services</b>	No Impact	The project will provide increased availability of high speed internet service in the area, increasing the access to social services without negatively impacting existing social service facilities.	1.
<b>32. Solid Waste</b>	No Impact	The project will provide increased availability of high speed internet service in the area and will not directly result in any activities that will negatively impact the management of solid waste.	1.
<b>33. Waste Water</b>	No Impact	The project will provide increased availability of high speed internet service in the area and will not directly result in any activities that will negatively impact the management of waste water.	1.
<b>34. Storm Water</b>	No Impact	The project will provide increased availability of high speed internet service in the area and will not directly result in any activities that will negatively impact the management of storm water.	1.
<b>35. Water Supply</b>	No Impact	The project will provide increased availability of high speed internet service in the area and will not directly result in any activities that will negatively impact the management of the community water supply.	1.
<b>36. Public Safety – Police/Fire/Emergency Medical</b>	No Impact	The project will provide increased availability of high speed internet service in the area and will not directly result in any activities that will negatively impact the provision of public safety services.	1.
<b>37. Recreation – Open Space</b>	No Impact	The project will provide increased availability of high speed internet service in the area and will not directly result in any activities that will negatively impact recreation opportunity in surrounding open space.	1.
<b>38. Recreation – Cultural Facilities</b>	No Impact	The project will provide increased availability of high speed internet service in the area and will not directly result in any activities that will negatively impact recreation opportunity in nearby cultural facilities.	1.
<b>39. Transportation</b>	No Impact	The project will provide increased availability of high speed internet service in the area and will not directly result in any activities that will negatively impact the provision of transportation services or infrastructure.	1.

### Conclusions, Comments, Mitigation Measures

	No Impact	Impact/ Requires Mitigation	Comments (required for each item, N/A will not be accepted)	Attachments
<b>Comments</b>	No Impact		The installation of telecommunication wiring using existing utility poles in previously-disturbed utility easements along State and County roads will not result in any negative environmental impacts to the project area.	1. 2. 3. 4.

### Attachments

#### File Name

20211102160656431.pdf

#### Description

Box Elder Broadband signed ER

### DETERMINATION

The preparer(s) have complied with all provisions of 24 CFR part 58, Subpart E – Environmental Review Process and have determined one of the following:

- ☒ Finding of No Significant Impact (FONSI) whereby the Responsible Entity shall publish the "Finding of No Significant Impact/Notice of Intent to Request Release of Funds" (FONSI/NOIRROF) per regulations found at 24 CFR part 58, se. 58.43 (a).
- ☐ Finding of Significant Impact whereby the Responsible Entity must proceed to develop an Environmental Impact Statement (EIS) in compliance with 24 CFR part 58, subparts F or G.

(Contact the HUD Environmental Review Officer at the State of Utah, Dept of Workforce Services, for guidance prior to publishing.)



Preparer's Signature

12-15-21

Date:

Environmental Certifying Officer (ECO) Signature

Date:

Please Print Name

Title

**Box Elder County, Utah  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

## **ARPA FUNDS APPLICATION-BOX ELDER COUNTY, UTAH**

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The American Rescue Plan Act of 2021 funding provides a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. As a county, we wish to further address needs for our most vulnerable residents, including our seniors, children, unemployed, sick, and front-line workers.

This one time federal government aid represents an historic investment in counties on the front lines of our nation's COVID-19 response and recovery efforts. The direct, flexible funding will improve the quality of life for the people living, learning, and working in Box Elder County, provide for immediate recovery needs, and create a long-term investment in Box Elder County's future.

The Box Elder County Commission is inviting communities, organizations, and external partners to submit proposals for funding consideration. Together we must pursue the great American tradition of building back better after major crises. Let us use this opportunity born out of a challenging time to strengthen our local partnerships and make smart investments in a more resilient future for our communities.

Proposals that will be considered for ARPA funds must address a public need that has been created or exacerbated by the COVID-19 pandemic and meet usage and timing requirements of the ARPA legislation. Projects should be designed with a strategic public purpose that creates meaningful and long-lasting impact and must be focused on Box Elder County and be administered or located in Box Elder County.



## **ARPA FUNDS APPLICATION-BOX ELDER COUNTY, UTAH**

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Box Elder County's priorities for the use of these funds for the first round of funding are:

1. **Support the public health response** – meet and address emergent public health needs, including through measures to counter the spread of COVID-19, through the provision of care for those impacted by the virus, and through programs or services that address disparities in public health that have been exacerbated by the pandemic.
2. **Address negative economic impacts caused by the public health emergency** – respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
3. **Invest in Water, sewer, and broadband infrastructure**- allows for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and storm water infrastructure systems, and to make necessary investments in broadband infrastructure.

*For more information and details, visit the U.S. Treasury website at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>*

# ARPA FUNDS APPLICATION-BOX ELDER COUNTY, UTAH

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## APPLICANT INFORMATION

**Organization Name:**

Bear River Association of Governments

**Organization Address:**

170 North Main Street  
Logan, Utah 84321

**Contact Person Name:**

Brian Carver

**Organization Website:**

**Contact Person Title:**

Community & Economic

**Contact Person Email:**

brianc@brag.utah.gov

**Contact Person Phone:**

435-713-1420

**IRS Designation:**

Local Government

**Federal Tax ID:**

87-0299562

**What is the intended purpose/use of funds?**

Bear River Association of Governments (BRAG) will use the funds for three separate activities:

1. \$1.5 million will be used to conduct engineering and permitting for the deployment of last-mile infrastructure to bring high-speed internet service to underserved rural communities. \$500,000 will be used to match a \$400,000 Community Development Block Grant award to Box Elder County for deployment of fiber optic in the Bothwell community. \$1 million will be made available to match future state and federal grants for broadband internet service expansion.
2. \$200,000 will be invested in a Regional Growth Planner as staff support for BRAG and Box Elder County.
3. \$90,000 for counselling and child care to families in Box Elder County.

# ARPA FUNDS APPLICATION-BOX ELDER COUNTY, UTAH

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**Has the applicant received previous funding from Box Elder County?**

☒ Yes

Date and amount of last funding receipt:

12/16/2020

\$100,000.00

☐ No

## PROJECT/PROGRAM INFORMATION

### Project/Program Name:

Box Elder Regional Growth Assistance

### Project/Program Purpose:

This project addresses three needs in Box Elder County that have been exacerbated by the COVID-19 pandemic:

1. The availability of high-speed internet service in many rural communities is inadequate to meet the needs of modern households and businesses in the event of future home education and work requirements that may be the result of new pandemics or other events. This project will incentivize private internet service providers to expand their infrastructure to provide services in otherwise underserved or unserved portions of the community.
2. The economic stressors brought on by the pandemic due to supply-chain disruption have

**Requested Box Elder County ARPA funding amount:**

\$1,790,000.00

**Under which approved ARPA usage requirement does your proposed concept fall? Please check all applicable:**

☐ Support the public health response

☒ Address negative economic impacts caused by the public health emergency

☒ Invest in water, sewer, and broadband infrastructure

## ARPA FUNDS APPLICATION-BOX ELDER COUNTY, UTAH

**Can your project be fully committed (under contract) by December 31, 2024?**

☒ Yes

☐ No

**Can you project be completed by December 31, 2026?**

☒ Yes

☐ No

**Describe the project goals/objectives and how your proposal fulfills a public need that has been created or exacerbated by the COVID-19 pandemic. How will the project achieve these goals (what specific services will be provided?)**

1. BRAG will use \$1,500,000 to match other State and Federal funding sources to support the expansion of high-speed fiber optic internet service to underserved communities in the County. This will provide residents and businesses in remote, rural communities with access to up to 1 GBPS upload and download services for internet with no out-of-pocket costs associated with the infrastructure deployment.
2. BRAG will use \$200,000 to fund a new staff position to work with regional data sources and development stakeholders to implement economic strategies that will build resilience against future pandemic events and other economic disruptions by supporting industry diversification, workforce development, and housing availability and affordability. This position will be a three-year activity to support the Bear River Region's economic future.
3. The Box Elder Family Support Center will use \$90,000 to provide support to families impacted by the COVID-19 pandemic and pandemic-related economic and emotional stressors. The Center will address demand for counseling services that has risen dramatically in the past 18 months. Additionally, the Center will offer child care for local workforce that struggles to find services, especially for work that does not always coincide with traditional 8 a.m. to 5 p.m. workday shifts. This activity will match \$50,000 awarded by the State of Utah

**Describe how the success of your project/program will be evaluated and what is the desired community impact?**

Broadband Internet Expansion success will be measured by the adoption rate of consumers in affected areas. The desired impact is to make this crucial technology infrastructure available to every resident of the county, regardless of geographic location. This will allow for state-of-the-art access to remote education, remote work, and home health care opportunities that will be adaptable to future technology and grow with the demand. This will result in more successful children, a more competitive local workforce and business community, and better community health through full ability to participate in the resources and services provided through the Internet.

The Regional Growth Planner will provide additional capacity in the County and beyond to assess opportunities for new community and economic development that will help to diversify and strengthen the regional economy. The planner will work with communities and industry sectors to identify development projects of regional significance and then match them with available funding sources. The planner will direct these opportunities based on greatest positive impact to the regional workforce. The results should be higher wages, more efficient infrastructure, and increased export of goods and services from the region.

The Box Elder Family Support Center will help to alleviate the economic and emotional stressors incurred by families since the beginning of the COVID-19 pandemic and through the current recovery phase. It will allow working families to take advantage of the current economic growth by providing child care services that continue to be scarce due to pandemic concerns. The Center will also provide family and child counseling services for families and individuals struggling to cope with the changes and uncertainty created by the pandemic. This will provide

## ARPA FUNDS APPLICATION-BOX ELDER COUNTY, UTAH

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**Who will be responsible for performing the work and achieving stated goals and objectives? How is this person qualified?**

Brian Carver, at Bear River Association of Governments will administer the programs associated with this request. He has been the Community and Economic Development Department director at BRAG since 2009.

Brian has over 15 years of experience managing projects and communicating with local governments and business sectors on planning and development needs. He will oversee applications for future broadband expansion funding and coordinate the administration of future projects.

Brian will also directly supervise the Regional Growth Planner in developing strategies and implementation techniques to assist the regional stakeholders in maximizing the resources and

**Has this proposal been approved by your Board of Directors/City**

**Council/Applicable Entity? Please provide a date and form of approval (such as minutes or resolution).**

This proposal has not been reviewed by the Bear River Association of Governments Governing Board. It can be discussed on a future agenda, if appropriate.

**Are you working in partnership or collaboration with other entities? If yes, identify partners/collaborators. Indicate amount of financial support and in kind contribution.**

The State of Utah Small Cities Community Development Block Grant Program has already allocated \$440,000 of Coronavirus relief funds to Broadband Infrastructure expansion in Box Elder County. This Phase I expansion will be matched with up to \$500,000 of Box Elder County ARPA funding.

Future grant applications for additional broadband infrastructure expansion will be pursued with the remaining \$1,000,000 between the date these funds are requested and December of 2024.

The CDBG program has also allocated \$50,000 to support child care services to working families in Box Elder County recovering from pandemic economic stress. This will be

**Describe what would happen if you did not receive 100% of the requested funding from Box Elder County.**

If full funding for this request is unavailable, BRAG will work with Box Elder County to prioritize investments in broadband infrastructure to target communities of greatest need.

Additionally, Regional Growth Planning activities can be curtailed or eliminated.

Family Support Center counseling services will be discontinued until other regular funding opportunities return.

# ARPA FUNDS APPLICATION-BOX ELDER COUNTY, UTAH

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**If this is an ongoing project, what is the sustainability plan if ARPA funding is not available to provide ongoing program/project continuity?**

BRAG and the County will continue to search for additional financial resources to assist in the expansion of high-speed internet services.

BRAG anticipates that at the conclusion of the ARPA funding opportunity, the Regional Growth Planner position will be incorporated into other program funding at BRAG.

Box Elder Family Support Center will continue to explore additional funding opportunities for services deemed critical to working families in the County.

**Describe the project/program timeline and milestones.**

Broadband expansion for Phase I will initiate permitting and engineering activities in January of 2022. Construction of infrastructure will commence in April of 2022, with marketing and subscription services beginning in May of 2022. Customer subscription will continue through December 31, 2022.

Broadband expansion for Phase II will initiate in January of 2022, with construction commencing in October of 2022. Marketing and subscription will begin in February of 2023 with construction completed by June of 2023. Customer subscription will continue through December 31 of 2023.

The Regional Growth Planner will commence work in November of 2021, with public input on regional economic resilience and recovery planning conducted through March of 2022. The regional resiliency plan will be available in June of 2022. Additional project development will continue through 2022. The planner will support seeking additional State and Federal funding partnerships through 2022 and into 2023 as available.

**Describe how this project would make a significant, long term difference in the quality of life for Box Elder County Residents.**

The COVID-19 pandemic of 2020 highlighted weaknesses in the telecommunication infrastructure network for the dispersed rural communities of the County. This investment will help bridge last-mile gaps in service to residents and businesses that otherwise would remain unserved or underserved by high-speed internet services. This will increase opportunities for education, economic growth, and health care management that would otherwise be unavailable due to geography and costs. The technology proposed in this project will be durable and upgradable for the foreseeable decade or more. It will provide the next step forward in providing Box Elder county residents with the best telecommunications services available and maintaining that standard for years to come.

Regional Growth Planning will help County decision makers in the public and private sectors have access to the best possible data on which to base their choices regarding public investment in infrastructure, land use development regulation, and support for local industries. This will allow the region as a whole to pivot more effectively in the face of new opportunities or disruptions to the status quo. It will help preserve the quality of life and culture that the County constituents value while providing opportunity for existing and future residents.

Box Elder Family Support Center will continue to provide high quality support services for working households to make resources available to protect the physical and mental wellbeing of parents, children and families. Offering child care and counseling services to families will offer relief from economic, psychological, and environmental stressors related to the COVID-19 pandemic and build healthier families that will be more resilient to disruptions.

# ARPA FUNDS APPLICATION-BOX ELDER COUNTY, UTAH

## FINANCIAL INFORMATION

A detailed budget of the proposed project with a description of each budget item, including the total cost of the project and the percentage of the total budget this proposal funds will be required. An example will be provided on the following pages.

What percentage of your budget is for  
Administrative and Management Fees?

Are you accessing alternative funding sources? If yes, please list sources.

- ☒ Yes    *Sources:* State of Utah CDBG CV  
State of Utah Go Utah Broadband Access Grant  
☐ No

Is the requested funding a match for other funding? If yes, please describe.

- ☒ Yes    *Describe Match:* Portions will match future grant applications, such as the Go Utah Broadband Access Grant, or additional State and Federal assistance for internet service expansion.  
☐ No

Does your organization obtain an annual audited or reviewed financial statement?

- ☒ Yes    *Please provide your most recent financial statement as an attachment.*

☐ No

Is your organization required to file IRS Form 990? If yes, please provide you most recent filing.

- ☐ Yes    *Please provide your most recent filing as an attachment.*

☐ No

For Cities: Did you apply/receive your ARPA Funds\*?

*Apply*

☐ Yes

☐ No

*Receive*

☐ Yes

☐ No

\*Cities must have applied for and received other ARPA Funds to be eligible to apply for funds through Box Elder County.

# ARPA FUNDS APPLICATION-BOX ELDER COUNTY, UTAH

## Project Budget

Please provide a line item detailed budget for the project. Please specify whether your various match items will be cash or in-kind. Please see example budget on the following page.

ITEM	ARPA FUNDS REQUEST	MATCH		TOTAL
		CASH	IN-KIND	
Internet	450000	440000		\$890,000.00
Internet	1050000	TBD		Invalid Entry
Regional Planner	200000			\$200,000.00
Family Counseling	90000	50000		\$140,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
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				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL</b>	\$1,790,000.00	Invalid Entry	\$0.00	Invalid Entry





# ARPA FUNDS APPLICATION-BOX ELDER COUNTY, UTAH

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*Please use the space below for any additional information.*

## **Additional Information:**

BRAG will only assess administrative and management fees for the \$200,000 requested for regional growth planning.

Broadband expansion and child and family counseling services will be pass-through activities.

**ARPA FUNDS APPLICATION-BOX ELDER COUNTY, UTAH**

## Certification

***By signing this application, I understand and affirm that: (initial each statement after reading)***

BC I have reviewed, and if awarded funds, will abide by Chapter 2, Part 200 of the Code of Federal Regulation and Title 6 of the Civil Rights Act of 1964.

BC If awarded, I understand that interim reports on a quarterly basis to Box Elder County will be required. In addition, a project wrap-up report is required upon completion of the project.

**BC** If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the State Auditor.

BC If awarded, my organization intends to enter into a contract as required by Box Elder County, Utah, provide liability insurance as may be required for the duration of the contract naming Box Elder County, Utah as an additional insured and in an amount determined by the County. In addition, my organization will provide proof of or obtain a business license, if required.

BC I have reviewed, and if awarded funds, will abide by all federal, state, and local procurement policies.

BC Grant awards will be determined by Box Elder County in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested, or declined.

**BC** I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Box Elder County will rely on the accuracy of the submittals and certification made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Printed Name  
Brian Carver

Title \_\_\_\_\_  
Community & Economic \_\_\_\_\_  
Development Director, Bear River \_\_\_\_\_

Signed  
Brian Carver

Date  
11/02/2021

Contract # 21-32**STATE OF UTAH CONTRACT**

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:  
 Department Name: Department of Agriculture and Food Agency Code: 570 Division Name: Administrative Services, referred to as the State Entity, and the following Contractor:

Box Elder County

Name

1 S. Main Street

Address

Brigham City

UT

84302

City

State

Zip

**LEGAL STATUS OF CONTRACTOR**

- ☐ Sole Proprietor  
☐ Non-Profit Corporation  
☐ For-Profit Corporation  
☐ Partnership  
☒ Government Agency

Contact Person: Kelly Pehrson Phone # 801-982-2202 Email: kwpehrson@utah.govVendor # VC0000128922 Commodity Code # 96102

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: Predator control as outlined in the attached Box Elder County Predation Management Plan and the USDA MOU with Predator Damage Management Participants
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on RX# \_\_\_\_\_, FY \_\_\_\_\_, Bid# \_\_\_\_\_, or other method: \_\_\_\_\_.
4. **CONTRACT PERIOD:** Effective Date: 7/1/21 Termination Date: 6/30/22 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): \_\_\_\_\_.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$11,400 for costs authorized by this contract. Prompt Payment Discount (if any): \_\_\_\_\_. Additional information regarding costs: \_\_\_\_\_.
6. **ATTACHMENT A:** State of Utah Standard Terms and Conditions for ☐ Goods or ☒ Services  
**ATTACHMENT B:** County Predation Management Plan  
**ATTACHMENT C:** USDA Memo of Understanding  
**ATTACHMENT D:** N/A  
**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**  
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
 b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # \_\_\_\_\_ dated \_\_\_\_\_.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

**CONTRACTOR****STATE**12-1-2021

Contractor's signature

Date

Agency's signature

Date

Jeffrey D. Scott, Commissioner

Type or Print Name and Title

**STATE OF UTAH APPROVING AUTHORITIES**

N/A

Director, Division of Purchasing

Date

Kelly Pehrson801-982-2202kwpehrson@utah.gov

Agency Contact Person

Telephone Number

Fax Number

Email

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

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 Contract, 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 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) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
  - f) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) 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.
  - g) **"Proposal"** means Contractor's response to the State Entity's Solicitation.
  - h) **"Solicitation"** means the documents used by the State Entity to obtain Contractor's Proposal.
  - i) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - j) **"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.
  - k) **"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.
  - l) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
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 Procurement Items delivered and/or 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. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
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, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
  1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. 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, which amendment will be attached to 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:** 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 the State Entity, upon thirty (30) days written termination notice being given to the Contractor. 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. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under 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. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

#### 17. RESERVED.

- 18. **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, 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.
- 19. **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. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
- 20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance 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.
- 21. **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.
- 22. **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. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
- 23. **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, 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.
- 24. **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.
- 25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
- 26. **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 (e.g., 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.

27. **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.
28. **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.
29. **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.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act 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.
31. **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.

32. **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.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **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.
35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
  2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
  3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential



Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree 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:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
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:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
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 limit 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 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.

(Revised May 13, 2019)

# Box Elder County Predation Management Plan -2022

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Thank you for the contract allowing the Department of Agriculture and Food to match up to 50% of the County contracted amount for predation management in Box Elder County.

The plan of work is as follows:

Box Elder County will participate in the Predator Damage Control Fund (PDCF) program at the rate of \$22,800 annually. UDAF will reimburse the county for 50% of the request, not to exceed the total annual contract portion of \$11,400. The funds provided by the producer's and County will be deposited in the PDCF account. They will be allocated and used within Box Elder County and will be administered by the USDA-APHIS Wildlife Services Program for aerial predator management. The check should be made out to PDCF and sent to USDA APHIS Wildlife Services, 1860 Alexander St., Ste. A, West Valley City Utah 84119 for deposit by the Utah Wool Grower's Association (UWGA).

Included with this paperwork is a tracking form to log producer's and County contributions to this program, please return this form with payment to better provide accountability to the program participants.



United States  
Department of  
Agriculture

Animal and  
Plant Health  
Inspection  
Service

Wildlife Services

1860 W Alexander  
St. Salt Lake City,  
UT 84119

**To: Predator Damage Control Fund (PDCF) participants**

**Subject:** March 1, 2022 Deadline to receive matching funds for predator damage management

Each year the Utah Department of Agriculture and Food (UDAF) and the Division of Wildlife Resources (DWR) fund a program in which producers can contribute funds toward a predator damage management program, PDCF, and have their funds matched through the Counties. The program is administered by Wildlife Services (WS) in cooperation with UDAF. To maximize the allotted funds and to provide the best possible service we can, we are asking that all PDCF funds from the Counties be sent in and received at the WS main office no later than March 1, 2022. If we do not receive your funds and signed contract by this date, your potential matching funds will become available to other counties for use and your county may NOT be able to participate in the matching fund program. The check for the PDCF funds should be sent to USDA APHIS Wildlife Services at 1860 Alexander St., Ste. A, West Valley City UT 84119. Please send the signed State of Utah contract to Brian Tea at 350 North Redwood Road Salt Lake City, Utah 84114 OR scan and email to Brian at [btea@utah.gov](mailto:btea@utah.gov).

Each year there are funds "left on the table" that could be used to benefit livestock producers within the Counties. This is due to Counties signing the contracts for a specific amount of money, and then not fully funding or not providing the funds for them at all. Any unpaid contract funds will be available for other counties to use after the deadline of March 1, 2022; these funds will be available until exhausted. Any funds distributed after the deadline will be allocated as decided by the Wool Grower's Presidency.

Also, you will be receiving a tracking form with the contract. This form will help us track which producer's put money towards the program and thus, we can make sure that we provide the amount of service they paid for. This form is required to be with the payment when submitted.

Thank you in advance for your cooperation, I think this will enable us to provide more services to you and will maximize the funds set aside for predator management.

If you have any questions, please feel free to contact me at the number listed below.

Chad M Heuser  
Utah State Director  
USDA, APHIS, WS  
(801) 975-3315



Safeguarding American Agriculture  
APHIS is an agency of USDA's Marketing and Regulatory Program  
An Equal Opportunity Provider and Employer



Jeff Hadfield · Stan Summers · Jeff Scott

## COUNTY COMMISSIONERS

December 15, 2021

### **PUBLIC NOTICE** **BOX ELDER COUNTY MEETING SCHEDULE – 2022**

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

#### **BOX ELDER COUNTY COMMISSION:**

First Wednesday of each month  
Third Wednesday of each month

5:00 p.m.  
11:30 a.m.

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

#### **BOX ELDER COUNTY PLANNING COMMISSION:**

Every third Thursday of each month

7:00 p.m.

Place: Commission Chambers

#### **ELECTED OFFICIAL/DEPARTMENT HEAD MEETINGS:**

Fourth Thursday every month beginning in January

11:00 a.m.

Place: Commission Chambers

#### **BEAR RIVER ASSOCIATION OF GOVERNMENTS (BRAG):**

Governing Board—Fourth Tuesday every other month beginning in January

1:00 p.m.

Place: Cache, Box Elder, or Rich County

#### **BOX ELDER SPECIAL SERVICE DISTRICT (MINERAL LEASE):**

Quarterly, TBD beginning in March

5:00 p.m.

Place: Conference Room, Historic County Building

#### **BOX ELDER COUNTY LIBRARY BOARD:**

Quarterly, TBD

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

#### **REDEVELOPMENT AGENCY (RDA)**

Following Commission Meetings as needed



Jeff Hadfield · Stan Summers · Jeff Scott

## COUNTY COMMISSIONERS

December 15, 2021

### MEMORANDUM

TO: Public

FROM: Box Elder County Commission Office

RE: 2022 Landfill Holidays

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

<u>Holiday</u>	<u>Date</u>	<u>Day</u>	<u>Operation</u>
New Year's Day ( <b>observed</b> )	January 1	Friday	Closed
Martin Luther King Day	January 17	Monday	Close @ 3pm
President's Day	February 21	Monday	Close @ 3pm
Memorial Day	May 30	Monday	Closed
Independence Day	July 4	Monday	Close @ 3pm
Pioneer Day ( <b>observed</b> )	July 25	Monday	Close @ 3pm
Labor Day	September 5	Monday	Closed
Columbus Day	October 10	Monday	Close @ 3pm
Veteran's Day	November 11	Friday	Close @ 3pm
Thanksgiving	November 24	Thursday	Closed
Christmas Eve	December 23	Friday	Close @ 3pm
Christmas Day	December 26	Friday	Closed

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



Jeff Hadfield

Stan Summers

Jeff Scott

COUNTY COMMISSIONERS

December 15, 2021

MEMORANDUM

TO:  
FROM:  
SUBJECT:

All County Departments  
County Commission Office  
2022 Holidays

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

<u>HOLIDAY</u>	<u>DATE</u>	<u>DAY</u>
New Year's Day ( <b>observed</b> )	January 1	Friday
Martin Luther King Day	January 17	Monday
Presidents' Day	February 21	Monday
Memorial Day	May 30	Monday
Independence Day	July 4	Monday
Pioneer Day ( <b>observed</b> )	July 25	Monday
Labor Day	September 5	Monday
Columbus Day	October 10	Monday
Veterans' Day	November 11	Friday
Thanksgiving Day	November 24	Thursday
County Holiday	November 25	Friday
County Holiday ( <b>Christmas Eve observed</b> )	December 23	Friday
Christmas Day ( <b>observed</b> )	December 26	Monday

## **ORDINANCE NO. 546**

**AN ORDINANCE OF BOX ELDER COUNTY SUBDIVIDING PROPERTY LOCATED AT APPROXIMATELY 5000 WEST 12800 NORTH IN UNINCORPORATED BOX ELDER COUNTY INTO A SINGLE FAMILY DWELLING UNIT PARCEL AND AN AGRICULTURAL LAND PARCEL (ASTLE AGRICULTURAL SUBDIVISION) PURSUANT TO THE PROVISIONS OF §17-27A-605(5) OF THE UTAH CODE.**

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

**WHEREAS**, the Box Elder County Planning Commission scheduled a public meeting on the petition to subdivide the property and provided notice of the public meeting by posting it on the county's official website and by publishing it in a newspaper of general circulation in the area; and

**WHEREAS**, the Box Elder County Planning Commission, after appropriate notice held a public meeting on November 18, 2021, to review and discuss this proposed subdivision; and

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

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

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

**WHEREAS**, the Box Elder County Commission, after appropriate notice, held a public meeting on December 1, 2021, to review and discuss this proposed subdivision as well as the findings and recommendation of the Box Elder County Planning Commission; and

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

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

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

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

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

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

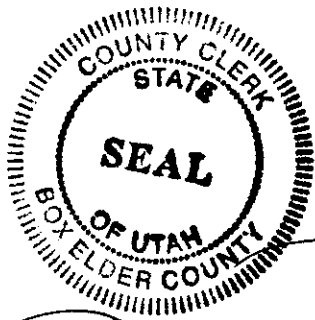
SECTION 3: Effective Date. This ordinance shall become effective fifteen (15) days after its passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 1<sup>st</sup> day of December, 2021, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Hadfield  
Commissioner Summers  
Commissioner Scott

Voting Aye  
Voting Absent  
Voting Aye

Jeff Scott  
Box Elder County Commission



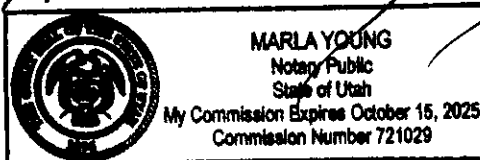
Attest:

Marla Young  
Box Elder County Clerk

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

On this 1<sup>st</sup> day of December, 2021, personally appeared before me, the undersigned notary public, Jeff Scott, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is a **County Commissioner for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct 15, 2025 Notary Public Marla Young





#### EXHIBIT A

BEGINNING 33 FEET SOUTH AND 1683 FEET EAST OF NORTHWEST CORNER OF SECTION 36, TOWNSHIP 12 NORTH, RANGE 03 WEST, SLM AND RUNNING THENCE SOUTH 1329 FEET; THENCE EAST 330 FEET; THENCE NORTH 1329 FEET; THENCE WEST 330 FEET TO THE POINT OF BEGINNING.

#### EXHIBIT B

BEGINNING AT 33 FEET SOUTH AND 1353 FEET EAST OF NORTHWEST CORNER OF SECTION 36, TOWNSHIP 12 NORTH, RANGE 3 WEST, SLM AND RUNNING THENCE EAST PARALLEL TO THE SECTION LINE 100 FEET; THENCE SOUTH 520 FEET; THENCE WEST 100 FEET; THENCE NORTH 520 FEET TO THE POINT OF BEGINNING.

#### EXHIBIT C

BEGINNING 33 FEET SOUTH AND 1683 FEET EAST OF NORTHWEST CORNER OF SECTION 36, TOWNSHIP 12 NORTH, RANGE 03 WEST, SLM AND RUNNING THENCE SOUTH 1329 FEET; THENCE EAST 330 FEET; THENCE NORTH 1329 FEET; THENCE WEST 330 FEET TO THE POINT OF BEGINNING. **ALSO:** BEGINNING AT 33 FEET SOUTH AND 1453 FEET EAST OF NORTHWEST CORNER OF SECTION 36, TOWNSHIP 12 NORTH, RANGE 3 WEST, SLM AND RUNNING THENCE EAST PARALLEL TO THE SECTION LINE 230 FEET; THENCE SOUTH 1329 FEET; THENCE WEST 330 FEET; THENCE NORTH 809 FEET; THENCE EAST 100 FEET; THENCE NORTH 520 FEET TO THE POINT OF BEGINNING.

## RESOLUTION NO. 21-15

### RESOLUTION OF THE BOX ELDER COUNTY COMMISSION TO DESIGNATE STAFF OF AS "ESSENTIAL" EMPLOYEES ACCORDING TO THE INTERIM FINAL RULE OF THE CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS.

WHEREAS the County Commission desires to officially designate certain staff as "essential," according to the definitions established in 31 C.F.R. § 35 (2021), otherwise known as Pandemic Relief Programs, to assist in the allocation of Coronavirus State and Local Recovery funds; and

WHEREAS 31 C.F.R. § 35.3 (2021) defines essential, eligible worker to mean, "workers needed to maintain continuity of operations of essential critical infrastructure sectors . . . including . . . any work performed by an employee of a State, local or Tribal government . . .;" and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Assessor's Office have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Attorney's Office, including the Victim Services, have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Auditor's Office have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Building Inspection Department have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Buildings and Grounds Department have

provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Clerk's Office have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being elected employees of the local, county government, the Board of Commissioners have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Community Development Department have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Fairgrounds Department have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Fire Marshal's Office have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Human Resources Department have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling

of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the ITS Department have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Justice Court have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Landfill Department have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Recorder's Office and GIS Department have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Roads and Weed Departments have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Sheriff's Office have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Tourism Department have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

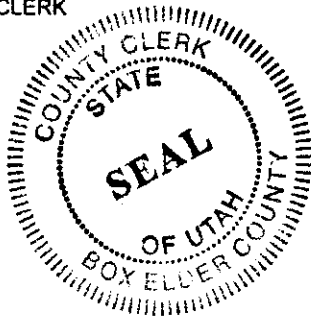
WHEREAS the County Commission finds that in addition to being employees of the local, county government, the employees of the Treasurer's Office and Motor Vehicle Department have provided and continue to provide essential services to ensure the critical operation of the County throughout the pandemic, which has required "[r]egular in-person interactions with . . . the public, or coworkers" of the individual that is performing the work; or [r]egular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." 31 C.F.R. § 35.3 (2021); and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Box Elder County, in accordance with 31 C.F.R. § 35 (2021), establishes that the aforementioned employees and departments be designated as eligible and "essential."

ADOPTED AND APPROVED by the County Legislative Body of the Box Elder County, State of Utah, with 2 members present and 2 members voting in favor thereof in regular session of the Box Elder County Commission this the 1<sup>st</sup> day of December, 2021.

ATTEST:

Marla Young  
COUNTY CLERK



~~Stan Summers~~ Jeffrey Scott  
COUNTY COMMISSION CHAIRMAN