

**MINUTES
BOX ELDER COUNTY COMMISSION
SEPTEMBER 07, 2022**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative / Operational Session at the Historic County Courthouse, 1 South Main Street in Brigham City, Utah at 4:45 p.m. on **September 7, 2022**. The following members were present:

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

The following items were discussed:

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

The Administrative / Operational Session adjourned at 4:55 p.m.

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

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

The prayer was offered by Commissioner Hadfield.

The Pledge of Allegiance was led by Chief Building Official Codey Illum.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF AUGUST 17, 2022 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SUMMERS, SECONDED BY COMMISSIONER HADFIELD, AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS - COMMISSION

Thank you to volunteers at the fair - Commissioner Summers

Commissioner Summers reported that the fair was successful. He thanked everyone involved who made the fair possible. He stated the livestock auction took in about \$2,000,000.00. He said the vendors were very busy and had record sales.

FORMER AGENDA ITEMS, FOLLOW UP - COMMISSIONERS

Traffic Calming Device- Mayor Terry Nelson

Mantua Councilwoman Karen Nelson gave a report on the data collector they borrowed. She stated that twenty five percent of the drivers were going above the speed limit. She asked the Commission if they could help Mantua Town with purchasing a device.

Commissioner Summers stated the device they provided in Beaverdam has been helpful. He said the Commissioners will have to look to see if there is room in the budget for this year or possibly add it for next year.

EMERGENCY MANAGEMENT ISSUES

Fire in Deweyville - Commissioner Summers

Commissioner Summers stated there has been a hay fire in Deweyville that is still smoldering and causing a lot of smoke in the air.

ARPA

Application from Veterans - Commissioner Summers

Commissioner Summers stated they received an application from the Veterans for ARPA funds. The Commissioners need to review their request.

LANDFILL

Agreement #22-29 for Disposal and Processing of Wastewater-Gina Allen

Landfill Director Gina Allen explained they have been working on this contract with Procter and Gamble for a couple of years and it is now ready. Their anticipated delivery date of the water is November 1, 2022. She said it will benefit the county, Procter and Gamble, and the environment. She said it is great that they will be receiving a waste item that can be recycled and used without filling up the landfill. It is a new process that will be successful.

MOTION: Commissioner Hadfield made a motion to approve Agreement #22-29. The motion was seconded by Commissioner Summers and unanimously carried with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 2 - Agreement #22-29

ATTORNEY'S OFFICE

Ordinance #566 Expanded Public Transit Tax Purposes and Uses-Anne Hansen

Deputy Attorney Anne Hansen stated Ordinance #566 is based upon the request received from Perry City to identify projects that public transit tax may be used for. The ordinance identifies the potential projects where the transit tax could be used as well as the process required to request funds.

MOTION: Commissioner Summers made a motion to approve Ordinance #566. The motion was seconded by Commissioner Hadfield and unanimously carried with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 3 - Ordinance #566

AUDITOR'S OFFICE

Agreement #22-30 Addendum to Engagement Letter with Wiggins and Co (C&A #22-16)-Shirlene Larsen

Auditor Shirlene Larsen explained the addendum to Agreement #22-30 is for an extension for the external audit and they are putting procedures in place to make the audit go smoother in the future.

Kolton Braegger of Wiggins and Company explained the audit this year has been different from other years due to staffing changes and software changes. He explained if they go over the anticipated hours they will then reevaluate.

MOTION: Commissioner Hadfield made a motion to approve Agreement #22-30 and list the cap at 230 hours. The motion was seconded by Commissioner Summers and unanimously carried with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 4 - Agreement #22-30

COMMISSIONERS

Change Date of Commission Meeting Due to UAC Fall Conference-Commissioners

Chairman Scott explained the Commissioners have a conflict with the September 21, 2022 Commission meeting and the November 16, 2022 meeting due to USACC and UAC meetings. He suggested the September meeting be moved to Tuesday September 20, 2022 at 10:00 a.m. and the November meeting be moved to November 22, 2022 at 11:30 a.m. to accommodate the election canvass that will be held at 11:00 a.m.

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

COMMUNITY DEVELOPMENT

Dennis Adams Subdivision (1-lot)-Scott Lyons

Community Development Director Scott Lyons presented the Dennis Adams Subdivision (1-Lot). He stated the subdivision is located at 9080 W 10400 N and is one lot being split off from a larger parcel. The plat has been through all the necessary department reviews and is ready for approval.

MOTION: Commissioner Hadfield made a motion to approve the Dennis Adams Subdivision (1-Lot). The motion was seconded by Commissioner Summers and unanimously carried with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

New Beginnings Subdivision-Scott Lyons

Community Development Director Scott Lyons explained the New Beginnings Subdivision contains five lots and is located at approximately 4400 W. East Garland Road. He stated there are some improvements that need to be made so there is an improvement agreement to be signed. The plat has been through all applicable department reviews.

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

Mountain View Ranches Subdivision Phase 2-Scott Lyons

Community Development Director Scott Lyons stated the Mountain View Ranches Subdivision Phase two consists of twenty lots and is located at 6000 W 18200 N north of Riverside and West of Fielding. It has been reviewed by all applicable departments.

MOTION: Commissioner Hadfield made a motion to approve the Mountain View Ranches Subdivision Phase 2. The motion was seconded by Commissioner Summers and unanimously carried with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

Austin Storey Subdivision-Scott Lyons

This item was canceled.

Ordinance #567- 15500 North Riverside Road Vacate-Scott Lyons

Community Development Director Scott Lyons explained this item was discussed in the last Commission meeting, a public hearing was held, and staff was directed to prepare the necessary ordinance. The ordinance has been reviewed by the County Attorney. The ordinance vacates the right of way on 15500 N between lots 3 and 4 of block 2 and lots 1 and 2 of block 6 of the 1894 Riverside plat.

MOTION: Commissioner Summers made a motion to adopt Ordinance #567 regarding the 15500 North vacate in Riverside. The motion was seconded by Commissioner Hadfield and unanimously carried with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 5 - Ordinance #567

Rezone-R-1-20 to the Orchards MPC in South Willard-Scott Lyons

Community Development Director Scott Lyons stated they received a request for rezone from the R-1-20 to the Orchards MPC zone in South Willard. He gave a brief update on the intended use of the property being residential dwellings, town homes, and open space. He said there are some issues that need to be ironed out with the developer. The Planning Commission recommended denial. He asked the Commissioner if they wanted to kick it back to the Planning Commission or pass it off to staff to work with the developer.

Developer Mike Bastian spoke of some issues he was facing with Willard and Perry Cities and an agreement put into place years ago when they installed the sewer systems. Willard City has already approved the development to hook onto the sewer system, but they weren't aware of the requirement for Perry's consent. He said he is still in the process of working through these issues.

The Commissioners said they would like to schedule a meeting to look at the development agreement and directed staff to continue to work with Mr. Bastian.

ROAD DEPARTMENT

Gravel Lease Agreement #22-28-Darin McFarland

Road Supervisor Darin McFarland explained Agreement #22-28 is with Robert Dautre for gravel pit access in Blue Creek for road work in that area.

MOTION: Commissioner Hadfield made a motion to approve Agreement #22-28. The motion was seconded by Commissioner Summers and unanimously carried with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 6 - Agreement #22-28

HUMAN RESOURCES

Safety Policy Updates-Jenica Stander

This item was canceled.

WARRANT REGISTER - COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 118728 through 118752 in the amount of \$190,468.24, with claim number 118672 voided and claim numbers 118620 through 118727 in the amount of 932,025.58 with claim numbers 118445 and 118552 voided, and claim numbers 118567 through 118619 in the amount of \$525,846.91.

PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS - COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
ANDERSON, CHASE	ROADS	TRANSFER	08/15/2022
MILES, STACY	DMV	COMPENSATION CHANGE	09/04/2022
WARD, APRIL	ATTORNEY	NEW HIRE	09/06/2022
BERRY, STEVEN	SHERIFF'S OFFICE	COMPENSATION CHANGE	08/22/2022
FALLETTA, SUZANNE	JUSTICE COURT	COMPENSATION CHANGE	07/28/2022
MERKLEY, STEVEN	SHERIFF'S OFFICE	NEW HIRE	08/22/2022
WAGER, MARCUS	PLANNING	COMPENSATION CHANGE	08/16/2022
CHATTERTON, STACIE	SHERIFF'S OFFICE	SEPARATION	08/23/2022
HESS, JEFREY	LANDFILL	NEW HIRE	08/29/2022
GLOSSON, RACHEL	ATTORNEY	NEW HIRE	08/21/2022
FIELDING, RYAN	SHERIFF'S OFFICE	COVER SHIFTS CORRECTIONS	08/16/2022
JENSEN, FAYLENE	RECORDER	Approval for fair overtime	08/29/2022
PETERSEN, RANDY	Buildings-Grounds	COMPENSATION CHANGE	09/01/2022
CRAPSE, CINDY	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/27/2022
HYER, KENDELL	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/26/2022
FREEZE, DAVID	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/14/2022
LEWIS, SCOTT	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/30/2022
VAN TASSELL, ALEESHA	LANDFILL	COMPENSATION CHANGE	09/03/2022

CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual, and the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms

MOTION: At 6:06 p.m. a motion was made by Commissioner Summers to move into a closed session. The motion was seconded by Commissioner Hadfield and unanimously carried

MOTION: At 7:17 p.m. a motion was made by Commissioner Hadfield to reconvene into regular commission meeting. Commissioner Summers seconded the motion. The motion carried unanimously and regular Commission meeting was reconvened.

ADJOURNMENT

A motion was made by Commissioner Hadfield to adjourn. Commissioner Summers seconded the motion, and the meeting adjourned at 7:17 p.m.

ADOPTED AND APPROVED in regular session this 5th day of October 2022.

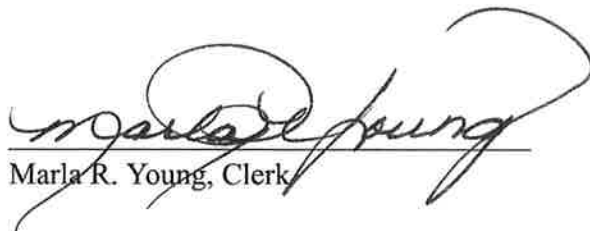

Jeff Scott, Chairman


Stan Summers, Commissioner




Jeff Hadfield, Commissioner

ATTEST:


Marla R. Young, Clerk



COUNTY COMMISSION MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, September 07, 2022 at 5:00 PM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday September 7, 2022 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

1. ADMINISTRATIVE / OPERATIONAL SESSION

- A. Agenda Review / Supporting Documents
- B. Commissioners' Correspondence
- C. Staff Reports

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

- A. Invocation Given by: Commissioner Hadfield
- B. Pledge of Allegiance Given by: Shaun Thornley
- C. Approve Minutes 08-17-2022

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

- A. Traffic Calming Device- Mayor Terry Nelson of Mantua

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA

7. LANDFILL

- A. 5:38 Agreement #22-29 for Disposal and Processing of Wastewater-Gina Allen

8. ATTORNEY'S OFFICE

- A. 5:43 Ordinance #566 Expanded Public Transit Tax Purposes and Uses-Anne Hansen

9. AUDITOR'S OFFICE

- A. 5:46 Agreement #22-30 Addendum to Engagement Letter with Wiggins and Co (C&A #22-16)-Shirlene Larsen

10. COMMISSIONERS

- A. 5:51 Change Date of Commission Meeting Due to UAC Fall Conference-Commissioners

11. COMMUNITY DEVELOPMENT

- A. 5:53 Dennis Adams Subdivision (1-lot)-Scott Lyons
- B. 5:55 New Beginnings Subdivision-Scott Lyons
- C. 6:00 Mountain View Ranches Subdivision Phase 2-Scott Lyons

D. 6:02 Austin Storey Subdivision-Scott Lyons

E. 6:04 Ordinance #567- 15500 North Riverside Road Vacate-Scott Lyons

F. 6:06 Rezone-R-1-20 to the Orchards MPC in South Willard-Scott Lyons

12. ROAD DEPARTMENT

A. 6:16 Gravel Lease Agreement #22-28-Darin McFarland

13. HUMAN RESOURCES

A. 6:18 Safety Policy Updates-Jenica Stander

14. WARRANT REGISTER

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

16. CLOSED SESSION

17. ADJOURNMENT

Prepared and posted this 2nd day of September, 2022. Mailed to the Box Elder News Journal and the Leader on the 2nd of September, 2022. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 5:00 p.m.

A handwritten signature in cursive script, reading "Marla R. Young". The signature is written in dark ink and is positioned above the printed name of the County Clerk.

Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.

AGREEMENT
FOR
DISPOSAL AND PROCESSING OF WASTEWATER

This AGREEMENT FOR DISPOSAL AND PROCESSING OF WASTEWATER is entered into by and between BOX ELDER COUNTY, a county of the State of Utah (hereinafter "County") and THE PROCTOR & GAMBLE PAPER PRODUCTS COMPANY, a _____ corporation which is duly registered and authorized to conduct business in the State of Utah and the County of Box Elder (hereinafter "P&G").

R E C I T A L S

WHEREAS, in connection with its manufacturing and processing plant located at 5000 North Iowa String Road in Bear River City (hereinafter "P&G Facility"), P&G generates significant wastewater, and P&G is in need of a place where it can dispose of such wastewater; and

WHEREAS, County is the owner and operator of the Box Elder County Landfill located at 9595 West 6800 North in Tremonton City (hereinafter "County Landfill"), which is in close proximity to the P&G Facility, and County is desirous of entering into an agreement with P&G to accept P&G's wastewater for disposal, processing and recycling at the County Landfill; and

WHEREAS, County has applied for and obtained approval from the State of Utah, Department of Environmental Quality, Division of Waste Management and Radiation Control, to accept, manage, process and recycle wastewater from the P&G Facility; and

WHEREAS, P&G is desirous of entering into an agreement with County for the disposal of the wastewater generated by the P&G Facility at the County Landfill; and

WHEREAS, County and P&G would like to formalize the terms, provisions and each of their respective responsibilities in this agreement;

NOW THEREFORE, based upon the above recitals and the consideration set forth herein, County and P&G do hereby agree as follows:

1. **Definition of "Wastewater"**. For purposes of this Agreement, "Wastewater" is defined as non-hazardous reverse osmosis concentrate brine solution generated at the P&G Facility, which falls within the acceptable parameters established and maintained by the Utah Department of Environmental Quality. See Exhibit "A" attached hereto. In the event that either County or P&G becomes aware that the acceptable parameters established and maintained by the Utah Department of Environmental Quality (as set forth in Exhibit "A") are updated, changed, or modified, notice shall be provided to the

other party as soon as reasonably possible, and P&G will not be required to comply with the updated, changed or modified parameters until a reasonable time after it has received notice of the changed parameters.

2. **P&G's Delivery of Wastewater from the P&G Facility to the County Landfill.** In exchange for the County's acceptance, processing and disposal of Wastewater from the P&G Facility and the other terms and provisions of this Agreement, P&G shall deliver Wastewater to the County Landfill as follows:
 - a. P&G will be responsible for all costs and expenses associated with the transport and delivery of the Wastewater to the County Landfill.
 - b. P&G will deliver Wastewater to the County Landfill only during the normal and regular operating hours of the County Landfill.
 - c. P&G will assume, be responsible for, and indemnify County of and from, any and all liability arising out of or relating to the transportation and delivery of the Wastewater to the County Landfill.
 - d. During each 12-month period of this Agreement, a minimum of three-million (3,000,000) gallons up to a maximum of eighteen million (18,000,000) gallons of Wastewater shall be delivered by P&G to the County Landfill. In addition to the annual maximum of eighteen-million (18,000,000) gallons; P&G will also be limited to a monthly maximum of one million five hundred thousand (1,500,000) gallons of Wastewater delivered by P&G to the County Landfill.
 - e. P&G will test and evaluate all Wastewater delivered to the County Landfill, to ensure that all such Wastewater falls within the acceptable parameters established and maintained by the Utah Department of Environmental Quality. (See Exhibit "A"). In the event that either County or P&G becomes aware that the acceptable parameters established and maintained by the Utah Department of Environmental Quality (as set forth in Exhibit "A") are updated, changed, or modified, notice shall be provided to the other party as soon as reasonably possible, and P&G will not be required to comply with the updated, changed, or modified parameters until a reasonable time after it has received notice of the changed parameters. In addition, prior to its first delivery of Wastewater to the County Landfill, and then at least every 3 months thereafter, P&G will provide to County the test results and analytical data relating to the Wastewater delivered to the County Landfill. Notwithstanding any other provision of this Agreement, in the event P&G delivers Wastewater to the County Landfill which does not fall within the acceptable parameters established and maintained by the Utah Department of Environmental Quality, P&G shall be responsible for any and all costs necessary to remediate any damages caused by the delivery of such Wastewater to the County Landfill, and P&G shall indemnify and hold County harmless of and from any and all liability incurred by County arising out of P&G's delivery of such Wastewater to the County Landfill.
3. **Guaranteed Minimum Volume of Wastewater to be delivered by P&G to County Landfill.** It is anticipated and expected by both County and P&G that P&G will deliver a minimum of three-million (3,000,000) gallons of Wastewater to the County Landfill during each of the three (3) 12 month periods of this Agreement. Accordingly, it is

understood and agreed that County has and will incur significant additional expenses (which would not otherwise be incurred) at the County Landfill in preparation for the storage, processing and disposal of this quantity of Wastewater. Therefore, P&G agrees, that in the event that P&G does not deliver a minimum of three-million (3,000,000) gallons during any 12 month period, P&G will pay to County (in addition to the amounts already paid to County pursuant to this Agreement) the difference between the amounts already paid by P&G for Wastewater actually delivered during that 12 month period, and the amount that would have been paid had P&G actually delivered three-million (3,000,000) gallons of Wastewater. This additional payment will be paid by P&G to County within sixty (60) days following the end of that 12 month period.

4. **Fees to be paid by P&G to County for Disposal of Wastewater.** In exchange for County's acceptance of the Wastewater from P&G pursuant to this Agreement, P&G shall pay to County the following amounts:
 - a. The sum of Thirty-one cents (0.31) per gallon for the first three-million (3,000,000) gallons delivered to the County Landfill during each of the three (3) 12 month periods of this Agreement.
 - b. The sum of Twenty-five cents (0.25) per gallon for each gallon in excess of three-million (3,000,000) gallons up to a maximum of six-million (6,000,000) gallons delivered to the County Landfill during each of the three (3) 12 month periods of this Agreement.
 - c. The sum of Eighteen Cents (0.18) per gallon for each gallon in excess of six-million (6,000,000) gallons up to a maximum of nine-million (9,000,000) gallons delivered to the County Landfill during each of the three (3) 12 month periods of this Agreement.
 - d. The sum of Fourteen Cents (.14) per gallon for each gallon in excess of nine-million (9,000,000) gallons up to a maximum of eighteen-million (18,000,000) gallons delivered to the County Landfill during each of the three (3) 12 month periods of this Agreement.
 - e. In the event that P&G does not deliver a minimum of three-million (3,000,000) gallons during any 12 month period, P&G will pay to County (in addition to the amounts already paid to County pursuant to this Agreement) the difference between the amounts already paid by P&G for Wastewater actually delivered during that 12 month period, and the amount that would have been paid had P&G actually delivered three-million (3,000,000) gallons of Wastewater. ($\$.31/\text{gallon} \times 3,000,000 \text{ gallons} = \$930,000.00$. *Payment would equal \$930,000.00 less amounts paid for gallons actually delivered*). This additional payment will be paid by P&G to County within sixty (60) days following the end of that 12 month period.
 - f. County will invoice P&G monthly, with payment being due within sixty (60) days of invoicing. Any payments made by P&G after sixty (60) days will be subject to a three percent (3%) late fee.
5. **County's Acceptance of Wastewater from P&G at the County Landfill.** In exchange for P&G's payment of the disposal fees and the other terms and provisions set forth in

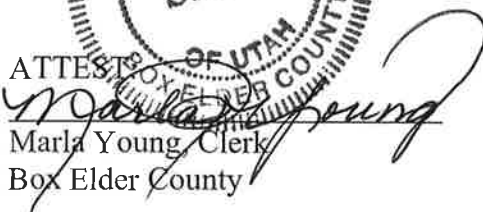
this Agreement, County shall accept for disposal and processing Wastewater from P&G as follows:

- a. County will accept from P&G no more than 1.5 million gallons of Wastewater delivered per month to the County Landfill by P&G pursuant to this Agreement.
 - b. Upon acceptance of the Wastewater from P&G at the County Landfill, County will assume, be responsible for, and indemnify P&G of and from, any and all liability arising out of or relating to the Wastewater. Provided, however, in the event that P&G delivers Wastewater to the County Landfill which does not fall within the acceptable parameters established and maintained by the Utah Department of Environmental Quality, P&G shall be responsible for any and all costs necessary to remediate the delivery of such Wastewater to the County Landfill, and P&G shall indemnify and hold County harmless of and from any and all liability incurred by County arising out of P&G's delivery of such Wastewater to the County Landfill.
 - c. County will provide both of the County Landfill's existing HDPE lined ponds for the sole use of the Wastewater delivered by P&G pursuant to this Agreement.
 - d. County will provide and be responsible for all costs associated with the personnel, equipment and dedicated space at the County Landfill for the temporary storage, processing and disposal of the Wastewater as is reasonably necessary and in accordance with industry standards for the storage, processing and disposal of Wastewater.
 - e. County will comply with all requirements set forth by the Utah Department of Environmental Quality as outlined in the "Waste Water Management Plan of Operations" included in the Box Elder County Landfill's operational permit.
6. **Term of Agreement.** The term of this Agreement shall be three (3) 12 month periods, commencing on _____, 2022 and ending on _____, 2025.
7. **Termination of Agreement.** This Agreement may be terminated for cause if: (a) either party fails to perform or materially breaches any of their obligations under this Agreement, (b) 30 days' notice of the party's failure to perform or material breach is provided by the other party, and (c) the party's failure to perform or material breach continues after the 30 day notice.
8. **Amendment and/or Modification of Agreement.** The terms and provisions of this Agreement can be modified or amended only upon the written agreement of both County and P&G.
9. **Public Disclosures.** Except as otherwise required by law (including but not limited to the Utah Governmental Records Access and Management Act), County will not disclose the existence or terms of this Agreement or the existence of this relationship between County and P&G.
10. **Use of P&G's Name.** County will not use P&G's, its parents', its affiliates' or its subsidiaries' corporate names or trademarks without P&G's written permission.

11. **Attorney's Fees and Costs.** In the event of any dispute related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing part, in addition to all sums that the non-prevailing party may be called upon to pay, reasonable attorneys' fees and expenses, whether the dispute was resolved through litigation or otherwise.
12. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah.
13. **Indemnification and Hold Harmless.** The County shall indemnify and hold P&G harmless of and from any and all liability created by or arising out of the actions or conduct of County in the performance of this Agreement. Likewise, P&G shall indemnify and hold County harmless of and from any and all liability created by or arising out of the actions or conduct of P&G in the performance of this Agreement.
- a. Notwithstanding the foregoing provisions, in no event shall either County or P&G be liable to the other for any consequential, indirect or punitive damages, including but not limited to loss of business, goodwill, income, profit or savings arising out of or related to this Agreement.
 - b. Neither County's liability to P&G nor P&G's liability to County under the terms and provisions of this paragraph will exceed the sum of \$2,000,000.00, which amount is based upon the average annual value of this Agreement for the life of this Agreement.
14. **No Joint Venture.** Both County and P&G understand, acknowledge, and agree that by entering into this Agreement they are not nor shall they be regarded as partners or joint venturers in any manner whatsoever in connection with the disposal and processing of Wastewater generated at the P&G Facility.
15. **Interpretation of Agreement.** Both County and P&G acknowledge and agree that they have both had the opportunity to participate in the drafting of this Agreement and have had the benefit of competent legal counsel in such drafting. Accordingly, there shall be no presumption or inference against either party as the drafter of this Agreement.
16. **Complete and Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior negotiations, representations, understandings and agreements between the parties.

DATED this 7th day of September, 2022.



ATTEST

Marla Young, Clerk
Box Elder County

"County"


Jeff Scott, Chairman
Box Elder County Commission

DATED this _____ day of _____, 20____.

“P&G”

By:

Its:

Proctor & Gamble

STATE OF UTAH)
COUNTY OF BOX ELDER)

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this ____ day of _____, 20____, personally appeared _____, the _____ of The Proctor & Gamble Paper Products Company, a corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

EXHIBIT “A”

(State of Utah, Department of Environmental Quality Parameters for Wastewater)

BOX ELDER COUNTY ORDINANCE 566

PUBLIC TRANSIT TAX PURPOSES

AN ORDINANCE OF BOX ELDER COUNTY, UTAH, PROVIDING EXPANDED USES OF THE TRANSIT SALES AND USE TAX REVENUE

WHEREAS, Box Elder County (hereafter “County”) is a political subdivision of the State of Utah and a county of the third class; and

WHEREAS, the County has a portion of the county annexed into a large public transit district and has imposed a transit sales and use tax under Utah State Code § 59-12-2214 as of January 1, 2020; and

WHEREAS, the Board of County Commission is the Legislative Body of the County; and

WHEREAS, the County desires to expand the list of approved purposes for the use of transit sales and use tax within the County to provide opportunities to county municipalities that are seeking funding assistance for transit related projects; and

WHEREAS, the County is authorized to expand the uses of the transit sales and use tax revenue in accordance with Utah Code §59-12-2214, which states that the County Commission “may change the list of purposes for which the sales and use tax revenue may be expended if: (i) the proposed uses of the sales and use tax revenue are allowed uses described in this section; and (ii) in coordination with a relevant large public transit district, the county legislative body passes an ordinance describing the allowed uses of the sales and use tax revenue.”

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Box Elder County, Utah, as follows:

Section 1: Authorized Uses.

1. Purposes. The Box Elder Board of County Commissioner identifies the following purposes for which the transit sales and use tax revenue may be used to include:
 - a. the development, construction, maintenance, or operation of:
 1. a public road within the boundaries of the county;
 2. traffic and pedestrian safety infrastructure, including:
 - A. a sidewalk;
 - B. curb and gutter;
 - C. a safety feature;
 - D. a traffic sign;
 - E. a traffic signal; or
 - F. street lighting;
 - G.

- b. streets, alleys, roads, highways, and thoroughfares of any kind, including connected structures;
 - c. an airport facility;
 - d. an active transportation facility that is for nonmotorized vehicles and multimodal transportation and connect an origin with a destination; or
 - e. an intelligent transportation system;
 - f. a system for public transit;
 - g. all other modes and forms of conveyance used by the public;
 - h. debt service or bond issuance costs related to a project or facility described above; or
 - i. corridor preservation related to a project or facility described above.
2. Requests. Requests shall be made to and approved by the Box Elder County Commission during a public county commission meeting. The request shall be granted by resolution which shall include the following: (1) information identifying the requestor, (2) the amount being requested, (3) the specific project for which the funds will be used, and (4) justification detailing how the project(s) fits within the purposes and uses identified by this ordinance.
3. Funding Source. The second quarter transit sales and use tax collected on behalf of Box Elder County shall be the sole source of the funding available for these requests.
4. Other Funding. Requests made, where other funding sources are available, or more appropriate for the particular use, may be denied and referred to those other sources.

Section 2: Effective Date.

This Ordinance shall become effective immediately upon publication or posting, after final passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 7th day of September 2022, by the Board of County Commissioners of Box Elder County, Utah,


Commissioner Summers
Commissioner Scott
Commissioner Hadfield

Voting
Voting
Voting



Commissioner Jeff Scott
Chair, Box Elder County Commission

Attest:

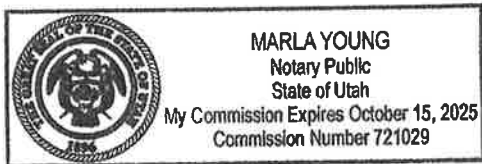

Marla Young
Box Elder County Clerk



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

On this 7th day of September 2022, 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 the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct. 15, 2025




Notary Public



July 21, 2022


To the Board of County Commissioners
Box Elder County
Brigham City, Utah

Addendum A to the Engagement Letter dated May 16, 2022:

As stated in our original engagement letter to which we are adding this addendum, our bid of \$31,500 was based on cooperation from your personnel and the assumption that unexpected circumstances would not be encountered. It did not include the additional time we have incurred for the accounts not being reconciled or assistance with preparation of the financial statements.

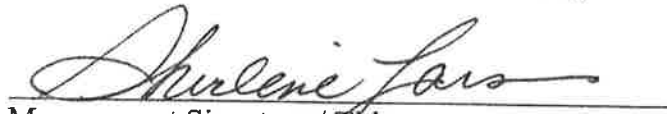
Due to the unanticipated issues with the County's audit this year, additional time has/is needed to complete the audit. The issues relate to the accounts not being reconciled and for the drafting of the financial statements. We will charge by the hour at a rate of \$130 per hour going forward from the date of this letter for the additional time until the audit is complete.

Very truly yours,


Wiggins & Co., P.C.

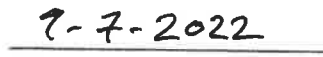
Acceptance:

This letter correctly sets forth the understanding of Box Elder County and the Board of Board of County Commissioners of Box Elder County.


Management Signature / Title


Date


Governance Signature / Title


Date



ORDINANCE NO. 567

AN ORDINANCE OF BOX ELDER COUNTY, VACATING AND EXTINGUISHING A RIGHT-OF-WAY BETWEEN LOTS 3 AND 4 OF BLOCK 2 AND LOTS 1 AND 2 OF BLOCK 6 OF THE 1894 RIVERSIDE MAP IN THE RIVERSIDE AREA OF BOX ELDER COUNTY.

WHEREAS, the Box Elder County Commission has been petitioned to vacate the right-of-way in between Lots 3 and 4 of Block 2 and Lots 1 and 2 of Block 6 of the 1894 Riverside Map, located in a part of the Southeast quarter of Section 11, Township 12 North, Range 3 West, Salt Lake Base and Meridian; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public meeting on April 21, 2022, to review this proposed right-of-way vacation; and

WHEREAS, after reviewing and discussing, the Box Elder County Planning Commission has found and determined that the proposed right-of-way vacation does not substantially affect the county general plan or the transportation plan of the county, that there is not a prevailing public interest in keeping the alley open, that it is in compliance with all Box Elder County land use and development code requirements, state, federal or other local regulations, that it will not financially harm any landowner or stakeholder who may have an interest in the alley, and that county will not vacate any other private interest within the right-of-way; and

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

WHEREAS, pursuant to §17-27a-208 of the Utah Code, the County Commission scheduled a public hearing on the petition to vacate and provided notice of such public hearing by, at least ten (10) days before the public hearing, mailing such notice to the record owner of each parcel that is accessed by the portion of the alley being vacated and to each affected entity, posting of such notice on or near the portion of the alley being vacated in a manner that is calculated to alert the public, and publishing such notice in a newspaper of general circulation in Box Elder County and on the Utah Public Notice Website; and

WHEREAS, pursuant to §72-3-108 of the Utah Code as well as existing County policy, the Box Elder County Commission provided notice of such public hearing by publishing it in a newspaper of general circulation in Box Elder County once a week for four (4) consecutive weeks prior to the hearing, publishing it on the Utah Public Notice Website for four (4) weeks prior to the hearing, posting it in three (3) public places for four (4) consecutive weeks prior to the hearing, and by mailing notice of such public hearing to the Utah Department of Transportation and to all of the owners of property abutting the alley being vacated; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public hearing on August 17, 2022, to allow the general public to comment on this proposed alley vacation; and

WHEREAS, after providing for public comment from the general public, the Board of County Commissioners of Box Elder County, Utah finds that the vacation of the alley as set forth below does not substantially affect the county general plan or the transportation plan of the county, that there is not a

prevailing public interest in keeping the alley open, that it is in compliance with all Box Elder County land use and development code requirements, state, federal or other local regulations, that it will not financially harm any landowner or stakeholder who may have an interest in the alley, and that county will not vacate any other private interest within the right-of-way; and

WHEREAS, all requirements pertaining to the vacation process have been fully observed, pursuant to the provisions of §72-3-108 and §17-27a-208 of the Utah Code and the Box Elder County Commission Policy Regarding Road Vacations; and

WHEREAS, the fee to the land being vacated, as described below, will be released and shall revert to the adjoining property owner(s), Matt G. Gibbs and Sherry J. Gibbs, Vernon Douglas Roche and Cecilia Joanne Roche, R. Brent MacFarlane and Marjean MacFarlane, and MacFarlane Family Farm, LC.

NOW THEREFORE, the Board of Box Elder County Commissioners, being the legislative body of Box Elder County, State of Utah, hereby ordains as follows:

SECTION 1: County Road Vacate. That the right-of-way in between Lots 3 and 4 of Block 2 and Lots 1 and 2 of Block 6 of the 1894 Riverside Map, located in a part of the Southeast quarter of Section 11, Township 12 North, Range 3 West, Salt Lake Base and Meridian, is hereby vacated.

SECTION 2: Reversion of Fee in Property. That the fee to the vacated portions of the county right-of-way, as set forth above shall be released and shall revert to the adjoining property owner(s) as follows:

The following described parcel shall revert to Matt G. Gibbs and Sherry J. Gibbs:

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN. BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 2, RIVERSIDE TOWNSITE SURVEY AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3 208.7 FEET TO A POINT 9 FEET EAST OF THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 40 FEET; THENCE WEST 208.7 FEET TO A POINT 40 FEET SOUTH FROM THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 40 FEET TO THE POINT OF BEGINNING.

The following described parcel shall revert to Vernon Douglas Roche and Cecilia Joanne Roche:

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN. BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 2, RIVERSIDE TOWNSITE SURVEY AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4 208.7 FEET TO A POINT 9 FEET WEST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 40 FEET; THENCE EAST 208.7 FEET TO A POINT 40 FEET SOUTH FROM THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 40 FEET TO THE POINT OF BEGINNING.

The following described parcel shall revert to R. Brent MacFarlane and Marjean MacFarlane:

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12

NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN.
BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6, RIVERSIDE
TOWNSITE SURVEY AND RUNNING THENCE EAST ALONG THE NORTH LINE OF
SAID LOT 1 208.7 FEET TO A POINT 9 FEET EAST OF THE NORTHEAST
CORNER OF SAID LOT 1; THENCE NORTH 40 FEET; THENCE WEST 208.7
FEET TO A POINT 40 FEET NORTH FROM THE NORTHWEST CORNER OF SAID
LOT 1; THENCE SOUTH 40 FEET TO THE POINT OF BEGINNING.

The following described parcel shall revert to MarFarlane Family Farm, LC:

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12
NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN.
BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 6, RIVERSIDE
TOWNSITE SURVEY AND RUNNING THENCE WEST ALONG THE NORTH LINE OF
SAID LOT 2 208.7 FEET TO A POINT 9 FEET WEST OF THE NORTHWEST
CORNER OF SAID LOT 2; THENCE NORTH 40 FEET; THENCE EAST 208.7
FEET TO A POINT 40 FEET NORTH FROM THE NORTHEAST CORNER OF SAID
LOT 2; THENCE SOUTH 40 FEET TO THE POINT OF BEGINNING.

SECTION 3: Effect of Vacation upon Easements. That this vacation shall not effect or
eliminate any easements or other rights of way, public or private, above ground or underground, that
existed prior to the vacation.

SECTION 4: Recording by County Recorder. The County Recorder is hereby authorized and
directed to cause certified copies of this ordinance and proof of publication of the notice of the public
meetings on this matter to be properly filed in the office of the Recorder of Box Elder County.

SECTION 5: Effective Date. This ordinance shall become effective fifteen (15) days after its
passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 4th day of
September, 2022, by the Board of County Commissioners of Box Elder County, Utah,



Commissioner Summers
Commissioner Scott
Commissioner Hadfield

Voting
Voting
Voting

[Handwritten signatures for Commissioners Summers, Scott, and Hadfield]

[Handwritten signature of Box Elder County Commission]
Box Elder County Commission

Attest:

[Handwritten signature of MarFarlane Family Farm, LC]

Marla Young
Box Elder County Clerk

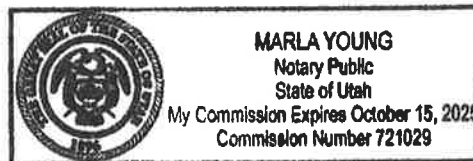
State of Utah)
 ss)
County of Box Elder)

On this 7th day of September, 2022, personally appeared before me, the undersigned notary public, Jeffrey D. 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 **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



Marla Young
Notary Public





GRAVEL LEASE AGREEMENT

This agreement made this 5 day of July 2022
(Day) (Month) (Year)

Between: Robert Dautre, TTEE (435) 257-3763
(Name) (Phone)
3106 W. 1000 N. Tremonton UT 84337
(Street Address) (City) (State) (Zip)

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

RECITALS:

WHEREAS, Lessor is the owner of that certain real property situated in Box Elder County particularly described in Exhibit "A" attached hereto; and

WHEREAS, Lessee is desirous of leasing said real property from Lessor for the purpose of excavating gravel for use on various road projects in the area; and

WHEREAS; Lessor and Lessee have agreed upon the terms and conditions for the lease of said real property and intend by this document to specify those term and conditions;

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

1. Lessor does hereby lease to Lessee that certain real property Tax ID number 08-004-0128 located at: THE NE QUARTER OF SECTION 31, T 14N ,R 05W, SLM., THAT PORTION OF THE NW/4 OF SECTION 31, T 14N ,R 05W, SLM, LYING EAST OF THE CENTERLINE OF THE 18400 ROAD RIGHT OF WAY. ALSO THE W 16 RODS OF THE SE/4 OF SAID SECTION 31; LESS & EXCEPTING THE S 200 FT. ALSO BEG AT A POINT 111 RODS N OF THE SE COR OF SAID SECTION 31, THENCE N 49 RODS, W 144 RODS, S 49 RODS, E 144 RODS TO PT OF BEG. CONT 263.12 AC M/L
2. The term of this lease as it applies to excavating material from the pit to produce useable road construction material, shall be from the date of execution of this agreement shall be from the date of the execution of this agreement until December 31st, 2027.
3. The Leased Premises shall be used by Lessee for the excavation of material from the pit to produce useable road construction material, and Lessee may remove material from the Leased Premises in such manner in such amounts as Lessee may desire from time to time during the term of this Agreement.
4. A royalty of **\$1.00 per ton** shall be paid by Lessee to Lessor for the useable material removed from the site. Lessee shall keep records showing the amount of gravel removed from the Leased Premises.
5. The Lessee will produce and set in a separate pile, 150 tons of material for the Lessor's personal use.

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

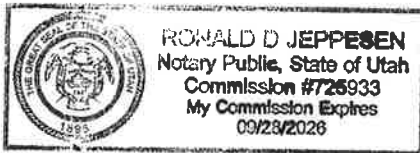
DATED this 4th day of Aug., 20 22.
(Day) (Month) (Year)


(Property Owner, Lessor signature)

STATE OF UTAH)
COUNTY OF BOX ELDER) ss

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County,
on this: 4th day of Aug, 20 22, personally appeared
Robert E. Dantre (Day) (Month) (Year), who proved to me on the basis of satisfactory
(Property Owner, Lessor)
evidence to be the person whose name is subscribed to the within instrument and acknowledged
to me that he/she executed the same in his/her behalf of which the person acted, executed the
instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

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




Notary Public

DATED this 4th day of Aug, 20 22.
(Day) (Month) (Year)

Lessee

By:


Jeff Scott, Chairman
Box Elder County Commission




Marla Young
Box Elder County Clerk