NOTICE: Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday April 20, 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 11:30 A.M.
   A. Invocation Given by: Commissioner Hadfield
   B. Pledge of Allegiance Given by: Shaun Thornley
   C. Approval of Minutes 04-06-2022

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS
   A. 11:38 Presenting BRHD Annual Report-Jordan Mathis and Estee Hunt

8. ATTORNEY'S OFFICE
   A. 11:43 NUCWMA MOU # 22-10-Anne Hansen

9. COMMISSIONERS
   A. 11:45 NADO Board of Directors –Commissioner Summers
   B. 11:48 Notice of Vacancy Letter to Republican Party Chairman-Commissioners

10. COMMUNITY DEVELOPMENT
    A. 11:53 Fry Subdivision (1-lot)-Scott Lyons
    B. 11:55 Appoint Planning Commission Members-Scott Lyons
    C. 11:57 Corridor Preservation Fund 2022 Priority List-Scott Lyons

11. FAIRGROUNDS
    A. 11:59 Fee Schedule to Rent Out Fairgrounds and Equipment-Jan Rhodes
    B. 12:01 Approval for Signage for Parking Lots at the Fairgrounds-Jan Rhodes
12. SHERIFF'S OFFICE
   A. 12:03 Renewal of Contract #22-11 for Bailiff Security - Sheriff Kevin Potter

13. WARRANT REGISTER

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

15. CLOSED SESSION

16. ADJOURNMENT

Prepared and posted this 15th day of April, 2022. Mailed to the Box Elder News Journal and the Leader on the 15th of April, 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 11:30 a.m.

Marla R. Young - County Clerk
Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.
All agenda items and any back-up material needs to be submitted to the Clerk’s Office by Thursday at 5:00 PM in order to be on the following Wednesday’s Agenda.

You may email back-up: ordinances, resolutions, contracts, agreements, and a brief explanation of your item to: tgibson@boxeldercounty.org

<table>
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<td>BEAR River Health Dept</td>
<td>Time Requested:</td>
<td>5 min</td>
</tr>
<tr>
<td>Submitting Item:</td>
<td>Jordan Mathis Estee Hunt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Information:</td>
<td>435-760-0513 <a href="mailto:ehunt@brhd.org">ehunt@brhd.org</a></td>
<td></td>
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<tr>
<td>Item to be Presented in:</td>
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<td></td>
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<tr>
<td>Subject to be Presented:</td>
<td>Presenting BRHD annual Report</td>
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Reason for Request:

What action have you taken/who have you contacted prior to this:

EnterTextHere

Official Action Requested:

Has the document been approved by the County Attorney?
AGENDA ITEM REQUEST FORM

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<td>Wyatt Freeze</td>
<td></td>
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<tr>
<td></td>
<td>BECO Weed Department Supervisor</td>
<td></td>
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<tr>
<td>Contact Information:</td>
<td><a href="mailto:wfreeze@boxeldercounty.org">wfreeze@boxeldercounty.org</a></td>
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<td>Subject to be Presented:</td>
<td>NUCWMA MOU # 22-10</td>
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Reason for Request:
Approval and Signature

What action have you taken/who have you contacted prior to this:
EnterTextHere

Official Action Requested:

Has the document been approved by the County Attorney? Yes
NORTHERN UTAH COOPERATIVE WEED MANAGEMENT AREA
MEMORANDUM OF UNDERSTANDING
BETWEEN
BOX ELDER COUNTY, UTAH
AND
CACHE COUNTY, UTAH
AND
RICH COUNTY, UTAH
AND
WEBER COUNTY, UTAH
AND
MORGAN COUNTY, UTAH
AND
DAVIS COUNTY, UTAH
AND
UTAH CONSERVATION DISTRICT, ZONE 1
AND
UTAH CONSERVATION DISTRICT, ZONE 2
AND
UTAH DIVISION OF WILDLIFE RESOURCES
AND
USDA, FOREST SERVICE UINTA-WASATCH-CACHE NATIONAL FOREST
AND
UTAH FORESTRY, FIRE AND STATE LANDS
AND
COLDWATER RANCH
AND
BUREAU OF LAND MANAGEMENT, WEST DESERT DISTRICT
AND
UTAH WEED SUPERVISORS ASSOCIATION

This Memorandum of Understanding (MOU) is hereby entered into by and between Box Elder County, Cache County, Rich County, Weber County, Morgan County, Davis County, Utah Conservation District Zone 1, Utah Conservation District Zone 2, the Utah Division of Wildlife Resources, the USDA Forest Service Uinta-Wasatch-Cache National Forest, Utah Forestry, Fire and State Lands, Coldwater Ranch, the Bureau of Land Management West Desert District, and Utah Weed Supervisors Association, hereinafter referred to as Cooperators, hereinafter referred to as The Northern Utah Cooperative Weed Management Area (NUCWMA). The entities listed above may be collectively referred to as the Parties to this MOU. It is made under the authority of the Federal Noxious Weed Act of 1974 (PL 93-629), the Utah Noxious Weed Law, Title 4, Chapter 17, the Invasive Species Executive Order of February 3, 1999, and the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323(a.)
A. PURPOSE

The purpose of this MOU is to document a framework of cooperation to address the effects of noxious/invasive weeds across jurisdictional boundaries within the Northern Utah area, by establishing the Northern Utah Cooperative Weed Management Area (NUCWMA) in accordance with this MOU and the incorporated Exhibits:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Signatory Authorities</td>
</tr>
<tr>
<td>B</td>
<td>CWMA Members and Responsibilities</td>
</tr>
<tr>
<td>C</td>
<td>Definitions</td>
</tr>
<tr>
<td>D</td>
<td>Northern Utah CWMA Map &amp; Area Photos</td>
</tr>
</tbody>
</table>

Exhibits to this MOU may be revised or deleted by Board consensus. The latest revision of any Exhibit will automatically be incorporated into this MOU without necessitating a formal modification.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The above named agencies and cooperators have noxious weed control responsibilities and interests on adjacent and co-mingled lands in the Northern Utah CWMA through the listed authorities.

Each of the Parties to this MOU have or have access to financial resources for the management of noxious weeds, and/or maintains equipment and personnel for the purpose of controlling noxious weeds within their own jurisdiction. Uncontrolled weed populations in one jurisdiction greatly affect the ability of other land managers to control weeds on lands they administer. The Cooperators desire to come together in a formal manner and promote an integrated weed management program throughout the CWMA that includes public relations, education and training in the noxious weed area as well as coordination or weed control efforts and methods, sharing of resources and designing other desirable resource protection measures relative to weed management. This will be accomplished under the general direction of a Board of Directors (Board) who shall designate Working Committees. SEE EXHIBIT B FOR BOARD ORGANIZATION AND RESPONSIBILITIES. SEE EXHIBIT C FOR DEFINITIONS.

The Federal agencies involved have been directed to complete and implement agreements with State agencies and other partners under Sec. 15(3) of the Federal Noxious Weed Act and Watershed Restoration and Enhancement Agreement of FY1999 and beyond, Section 323(a).
C. EACH OF THE PARTIES TO THIS MOU SHALL:

1. Agree to establish the Northern Utah CWMA as depicted on the CWMA map. SEE EXHIBIT D for the Northern Utah CWMA MAP.

2. Agree to the formation of a Northern Utah CWMA Board (Board) to provide expertise and oversight to weed management activities within the CWMA.

3. Work through the Board to provide necessary information to:
   a. Revise or delete the Exhibits to this MOU.
   b. Establish an Integrated Noxious/Invasive Weed Management Strategic Plan.
   c. Develop and implement an Annual Operating Plan (AOP).

4. Agree that the Strategic Plan and AOP will have goals, objectives and actions that are aligned with, the "Northern Utah CWMA Strategic Plan for Managing Noxious/Invasive Weeds." The Strategic Plan will describe the goals and objectives for the CWMA and will be guiding document for the management of noxious/invasive weeds within the CWMA. AOP's will describe the responsibilities associated with the implementation of these management strategies.

5. Recognize that each of the Parties to this MOU retains primary responsibility and management discretion for the lands under their jurisdiction.

6. Consider entering into separate arrangement(s) to implement management activities associated with the Strategic Plan and AOP's. Such arrangement(s) shall be independently authorized by appropriate statutory authority, and may include, but are not limited to: Collection Agreements, Challenge Cost-Share Agreements, Participating Agreements, Volunteer Agreements, Grants, Cooperative Agreements, Procurement, and inter-local agreements. SEE EXHIBIT A FOR STATUTORY AUTHORITIES.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Parties to this MOU from participating in similar activities with other public or private agencies, organizations, and individuals.

3. COMMENCEMENT/EXPIRATION/TERMINATION: Commencement: This MOU takes effect upon the signature of the Parties to this MOU and shall remain in effect for five years from the date of execution.
Termination: Any of the parties herein may terminate this MOU by providing 60 days written notice to the other parties.

Expiration Date: This MOU is executed as of the date of last signature and, unless sooner terminated, is effective through 04/12/2027, at which time it will expire unless renewed.

4. RESPONSIBILITIES OF PARTIES. The Parties of this MOU and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. All signing parties will be responsible and accountable for their own funds, equipment and personnel.

5. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate the Parties to this MOU to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties to this MOU will require execution of separate agreements and be contingent upon the availability of appropriated funds. Appropriate statutory authority must independently authorize such activities. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statues and regulations.

6. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, or its officers.

7. AUTHORIZED REPRESENTATIVES. By signature below, the Parties to this MOU certify that the individuals listed in this document as representatives of the Parties to the MOU are authorized to act in their respective areas for matters related to this MOU.
In witness whereof, the Parties hereto have executed this MOU as of the last date written below:

**EXHIBIT "A" SIGNATORY AUTHORITIES**

**UTAH DIVISION OF WILDLIFE RESOURCES**

<table>
<thead>
<tr>
<th>(Signatory Official's Name)</th>
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**BOX ELDER COUNTY WEED DEPARTMENT**

<table>
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<tr>
<th>Jeff Scott</th>
<th>County Commission Chair</th>
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**CACHE COUNTY WEED DEPARTMENT**

<table>
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**RICH COUNTY WEED DEPARTMENT**

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**WEBER COUNTY WEED DEPARTMENT**

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**MORGAN COUNTY WEED DEPARTMENT**

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**USDA, FOREST SERVICE UINTA-WASATCH-CACHE NATIONAL FOREST**

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**UTAH CONSERVATION DISTRICT, ZONE 1**

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<th>(Signatory Official's Name)</th>
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<td>Organization</td>
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<td>UTAH CONSERVATION DISTRICT, ZONE 2</td>
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<td>FORESTRY, FIRE AND STATE LANDS</td>
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<td>DAVIS COUNTY WEED DEPARTMENT</td>
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<td>COLD WATER RANCH</td>
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<td>BUREAU OF LAND MANAGEMENT, WEST DESERT DISTRICT</td>
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<tr>
<td>UTAH WEED SUPERVISORS ASSOCIATION</td>
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</table>
EXHIBIT "B" CWMA MEMBERS AND RESPONSIBILITIES

Currently, the principal contacts are:

Jake Forsgren
Cache County Weed Department
435-994-6340
jake.forsgren@ cachecounty.org

Wyatt Freeze
Box Elder County Weed Department
435-230-1556
wfreeze@boxeldercounty.org

TJ Hoffman
Rich County Weed Department
435-757-3672
richroads@allwest.net

Bart Cragun
Weber County Weed Department
801-388-9708
bacragun@webercounty.gov

Rylan Rowser
Morgan County Weed Department
801-989-4968
rrowser@morgancountyutah.gov

Brandon Hunt
Davis County Weed Department
801-564-0690
brandon@co.davis.ut.us

Jace Farnsworth
Utah Conservation District, Zone 1
435-222-4105
jacefarnsworth@utah.gov

Brian Christensen
Utah Conservation District, Zone 2
435-494-9760
bchristensen2@utah.gov

Chad Craney
Utah Division of Wildlife Resources
801-388-9708
chadcraney@utah.gov

Anthony VonNiederhausern
USDA, Forest Service
Uinta-Wasatch-Cache National Forest
435-994-9424
anthony.vonniederhausern@usda.gov

Clint Hill
GIP
435-230-4492
clhill@utah.gov

Rowdy Jensen
Utah Forestry, Fire and State Lands
435-890-8967
rgjensen@utah.gov

Mark Williams
BLM
801-9774361
mawilliams@blm.gov

Jerry Caldwell
Utah Weed Supervisors Association
435-843-3459
jerry.caldwell@tooeleco.org

Justin Stubbs
Coldwater Ranch
435-994-4569
jstubbs@ddesinc.com
RESPONSIBILITIES

A Board will be established, consisting of a representative from each signing party, sustaining Partners, and two at-large members, to provide the Northern Utah CWMA direction and oversight, and to monitor the cooperative noxious weed management activities under this MOU.

1) The Board shall meet annually to approve annual operating plans and reports of accomplishment. Until a member approves an Annual Operating Plan in writing, it shall not incur any liability for entering into this Agreement.

2) The Board shall designate representatives to the Weed Committee for the purpose of conducting business of the Northern Utah CWMA. The Weed Committee will operate by consensus with a commitment to cooperation across jurisdictional boundaries as needed.

3) Each entity on the Board retains discretionary prerogative for areas under their individual authority.

4) The Northern Utah CWMA Weed Committee will:(Steering Committee)
   a) Develop a Northern Utah CWMA Noxious Weed Strategic Plan.
   b) Develop a Northern Utah CWMA Annual Operating Plan
   c) Render decisions and guide the Northern Utah CWMA activities consistent with this MOU, The Strategic Plan and the Board Requirements.
   d) Meet as necessary to implement the Northern Utah CWMA activities
   e) Provide an annual written report of project accomplishments to the Board
   f) Be comprised of a Chair, Vice-Chair and Recorder, and general members as determined by the Weed Committee and approved by the Board.
   g) Require written approval for Northern Utah CWMA expenditures from two Weed Committee members which will include at least the Chair and/or Vice-Chair

5) It is recognized that each Cooperator has primary responsibility to its own governing body and lands under its jurisdiction. It is agreed to provide resources to each other as legal authorities may permit.

6) Sustaining Partners for integrated weed management in the Northern Utah CWMA include but are not limited to, any private citizen, other weed committees or CWMA’s. These entities have vested interests in the Northern Utah CWMA and provide assistance necessary in integrated noxious weed management.

7) Injuries to employees who perform work under the terms of separate agreements shall be covered for said injury by the employee's agency and shall not be governed by where the injury occurred.

8) All signing parties will be responsible and accountable for their own funds, equipment and personnel, except as noted in separate agreements.

9) Access to Records; Give the Cooperators through any authorized representative, access to and the right to examine all records related to this MOU. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
EXHIBIT "C" DEFINITIONS:

Northern Utah CWMA - The Cooperative Weed Management Area is the geographic area generally contained within the borders of Northern Utah CWMA and the adjacent areas of neighboring Counties.

Board- The Board shall consist of the signatories of each cooperating entity of this MOU or their representative, and at least two members that represent the public at large. The Board provides oversight and direction for the Weed Committee.

Sustaining Partners - Private individuals, organizations or other agencies that have vested interests in the Northern Utah CWMA. These partners, although not signatories of this MOU, provide significant additional resources to integrated weed management in the Northern Utah CWMA. Partners may serve on the Board or Weed Committee if selected by the Board.

Steering Committee - The Steering Committee shall represent the CWMA members and consist of those persons with expertise or interest in integrated noxious weed management. The Steering Committee shall operate as a steering group and will be responsible for the daily activities of the Northern Utah CWMA including planning, organization, fiscal operations, project identification and accomplishments, inventory, monitoring, and reporting. These appointments will be made for 2-year terms.

Technical Resource Committee - The Technical Resource Committee will work with the Steering Committee to represent the CWMA members and provide expertise in integrated noxious weed management. The Technical Resource Committee will be appointed for 2-year voting terms.

Working Committee - A group of individuals to work on specified projects. The Chair of each Working Committee shall be a member of the Weed Committee with members recruited as needed. Each Chair will report to the Weed Committee and Board.

CWMA Treasurer - The Northern Utah CWMA Treasurer will serve as the fund manager of all funds received. The treasurer shall report to the Board and be subject to audit by an auditing committee appointed by the Board. (Many CWMA's are using the local RC&D Boards as treasurers)

Annual Operating Plan - The yearly plan prepared by the Weed Committee that identifies activities, projects, and responsible parties. Based on the Annual Operating Plan, separate Agreements may be developed which will require annual Financial Plans.
AGENDA ITEM REQUEST FORM

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<td>Contact Information:</td>
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<td>Subject to be Presented:</td>
<td>NADO Board of Directors – Commissioner Summers</td>
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Reason for Request:

What action have you taken/who have you contacted prior to this:
EnterTextHere

Official Action Requested:

Has the document been approved by the County Attorney?
All agenda items and any back-up material needs to be submitted to the Clerk’s Office by Thursday at 5:00 PM in order to be on the following Wednesday’s Agenda.

You may email back-up: ordinances, resolutions, contracts, agreements, and a brief explanation of your item to: t gibson@box elder county.org

Meeting Date: 04-20-2022  Submitted Date: 04-13-2022
Person and Org Submitting Item: Commissioners
Time Requested: 5 min
Contact Information: 3347
Item to be Presented in: Commission Meeting
Subject to be Presented: Commissioners are sending a letter to the Republican Party Chair Mr. Milsap, informing him that there is a vacancy in the County Auditor’s Office-Commissioners

Reason for Request:
Auditor Leaving County

What action have you taken/who have you contacted prior to this:

Official Action Requested:
Letter to Republican Chair

Has the document been approved by the County Attorney? y
All agenda items and any back-up material needs to be submitted to the Clerk’s Office by Thursday at 5 p.m. in order to be on the following Wednesday’s Agenda.

You may email back-up: ordinances, resolutions, contracts, agreements and a brief explanation of your item to: tgreen@boxeldercounty.org

Item to be presented in: Admin/Operational ☐ Commission Meeting ☑
MBA ☐ RDA ☐ Closed Session ☐ Other ☐

Date of meeting requested: 4-20-2022  Date form submitted: 4-12-2022

Time allotment requested: ☑ 2 min. ☐ 5 min. ☐ 10 min. Other ☐

Person & Organization submitting item: Scott Lyons-Community Development 435-734-3316

Contact Information: (Please include phone number)

Subject to be presented:
Fry Subdivision (1-Lot)

(Please use specific language as to how you want the item noticed)

Reason for request:
Small subdivisions require final approval by the County Commission.

What action have you taken/Who have you contacted prior to this?
All staff has reviewed and approved the subdivision.

Official Action Requested:
Motion.

Has the document been approved by the County Attorney? Yes ☑ No ☐
All agenda items and any back-up material needs to be submitted to the Clerk’s Office by Thursday at 5:00 PM in order to be on the following Wednesday’s Agenda.

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<td>Contact Information:</td>
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<tr>
<td>Item to be Presented in:</td>
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<tr>
<td>Subject to be Presented:</td>
<td>Fry Subdivision (1-lot)</td>
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Reason for Request:
Small subdivision require final approval by the County Commission.

What action have you taken/who have you contacted prior to this:
All staff has reviewed and approved the subdivision

Official Action Requested:
Motion

Has the document been approved by the County Attorney? yes
Appoint Planning Commission members

Review resumes. Discuss with potential candidates. Discuss with PC.

Motion to appoint.

BEC Land Use Code requires PC members to be appointed by County Commission to serve 3 year terms.
AGENDA ITEM REQUEST FORM

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<td>Scott Lyons Community Development</td>
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<td>Item to be Presented in:</td>
<td>Commission Meeting</td>
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<td>Subject to be Presented:</td>
<td>Appoint Planning Commission Members</td>
</tr>
</tbody>
</table>

Reason for Request:

BEC Land Use Code requires PC members to be appointed by County Commission to serve 3 year terms.

What action have you taken/who have you contacted prior to this:

Review resumes. Discuss with potential candidates. Discuss with PC.

Official Action Requested:

Motion to appoint

Has the document been approved by the County Attorney?
Planning Commission Appointments

- Mellonee Wilding - returning for additional 3 year term
- Jared Holmgren - returning for additional 3 year term
- Jed Pugsley - filling Laurie Munns’ seat for 3 year term
- Lonnie Jensen - filling final year of Mike Udy’s seat
- Jennifer Jacobsen - as alternate #1 for 3 year term
- Vance Smith - as alternate #2 for 3 year term
### Agenda Item Request Form

**All agenda items and any back-up material needs to be submitted to the Clerk’s Office by Thursday at 5 p.m., in order to be on the following Wednesday’s Agenda.**

You may email back-up: ordinances, resolutions, contracts, agreements and a brief explanation of your item to: tginson@boxeldercounty.org

<table>
<thead>
<tr>
<th>Item to be presented in:</th>
<th>Admin/Operational</th>
<th>Commission Meeting</th>
<th>MBA</th>
<th>RDA</th>
<th>Closed Session</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of meeting requested:</td>
<td>4/20/22</td>
<td>Date form submitted:</td>
<td>4/13/22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time allotment requested:</td>
<td>✔ 2 min.</td>
<td>5 min.</td>
<td>10 min.</td>
<td>Other</td>
<td></td>
<td></td>
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<tr>
<td>Contact Information:</td>
<td>3316</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

(Please include phone number)

**Subject to be presented:**

Corridor Preservation Fund 2022 Priority List

(Please use specific language as to how you want the item noticed)

**Reason for request:**

State code requires a priority list be adopted by legislative body each year.

What action have you taken/Who have you contacted prior to this?

Meet and review with COG. List approved by COG on 4/4/22 and forwarded with recommendation of approval to CC.

**Official Action Requested:**

Motion.

Has the document been approved by the County Attorney?  Yes [ ]  No [ ]

---

Box Elder County Clerk, 01 South Main Rm. 10, Brigham City, Utah 84302
Phone: (435) 734-3354 Fax: (435) 723-7562
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Meeting Date: 04-20-2022
Submitted Date: 04-13-2022
Person and Org Submitting Item: Scott Lyons Community Development
Time Requested: 2
Contact Information: 3316

Item to be Presented in: Commission Meeting
Subject to be Presented: Corridor Preservation Fund 2022 Priority List

Reason for Request:
State code requires a priority list be adopted by legislative body each year

What action have you taken/who have you contacted prior to this:
Meet and review with COG. List approved by COG on 4/4/22 and forwarded with recommendation of approval to CC.

Official Action Requested:
Motion

Has the document been approved by the County Attorney?
Box Elder County Local Transportation Corridor Preservation Fund
2022 Priority List

CORRIDOR PRESERVATION

Brigham City
- Overpass – Streets between 400 South and Forest (1050 West)
- Forest Street to 100 South on 1400 West
- 1550 West to 1200 West on 100 South (approximately)
- 1100 West intersection to Cottonwood Grove
- Highland Loop 900 North to 1200 North (approximately)

Tremonton
- Right-of-way for the expansion of 2250 East (Hughes and McMurdie Property)
- Intersection of BR Mountain Road (3965 W.) and 1000 North a Minor Arterial (Project 1 on Detail)
- Intersection of 3430 West and 1000 North Collector Road (Project 2 on Detail)
- Intersection of 3400 West and 1000 North Collector Road (Project 3 on Detail)
- Intersection of 3100 West and 1000 North Collector Road (Project 4 on Detail)
- Intersection of 2650 West and 1000 North Collector Road (Project 5 on Detail)
- Intersection of 8500 West and SR 102 Collector Road (Project 6 on Detail- Currently in unincorporated Box Elder County)
- Intersection of 8100 West and SR 102 Collector Road (Project 7-Currently in unincorporated Box Elder County)
- Intersection of 500 North and SR 13 Collector Road (Project 9 on Detail)
- Intersection of 1360 East and 1000 North Collector Road (Project 11 on Detail would connect into Garland)
- Intersection of 850 S and Iowa String Collector Road (Project 12 on Detail)
- Commerce Parkway from Iowa String to SR 102 Minor Arterial Road (Currently in unincorporated Box Elder County)
- BR Mountain Road extension a Minor Arterial Road from 2915 West to 2630 West and 2300 West to 2000 West
- 2300 West extension south of Main Street which loops around and connects back to 2000 West
- Fill slope easements necessary to expand 1000 North Street
- Rocket Road expansion, a Minor Arterial Road, from 100 East to 300 West
- Expansion of intersection of 1000 West and 1000 North
- Extension of 1650 West, a Collector Road, from 1000 North to 125 North
- The right-of-way for the expansion of 2000 West, from Main Street to BR Mountain Road
- Right-of-way for intersection improvements at 300 East and Main Street
- Right-of-way for intersection improvements at 1600 East and Main Street

Willard
- 5th West from 750 North to Center Street
Multi-Jurisdictional (Willard, Perry, Box Elder County, Brigham City)
  • Frontage Road along west side of I-15 from 750 North in Willard to Forest Street in Brigham City
  • 3000 North I-15 properties

CONSTRUCTION & MAINTENANCE

Mantua
  • Intersection at Fish Hatchery Road and Willard Peak Road

Snowville
  • Bridge on Main Street

TRANSPORTATION PLANNING

Willard
Snowville
AGENDA ITEM REQUEST FORM

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You may email back-up: ordinances, resolutions, contracts, agreements, and a brief explanation of your item to: tgibson@boxeldercounty.org

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<tr>
<th>Meeting Date:</th>
<th>04-20-2022</th>
<th>Submitted Date:</th>
<th>04-13-2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Person and Org Submitting Item:</td>
<td>Jan Rhodes Fairgrounds</td>
<td>Time Requested:</td>
<td>2 min</td>
</tr>
<tr>
<td>Contact Information:</td>
<td>435-695-2551</td>
<td></td>
<td></td>
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<tr>
<td>Item to be Presented in:</td>
<td>Commission Meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subject to be Presented:</td>
<td>Fee Schedule to Rent Out Fair Ground and Equipment-Jan Rhodes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reason for Request:
Approve a Fee schedule

What action have you taken/who have you contacted prior to this:
Enter Text Here

Official Action Requested:

Has the document been approved by the County Attorney?
AGENDA ITEM REQUEST FORM

All agenda items and any back-up material needs to be submitted to the Clerk’s Office by Thursday at 5:00 PM in order to be on the following Wednesday’s Agenda.

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<tr>
<th>Meeting Date:</th>
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<tbody>
<tr>
<td>Submitted Date:</td>
<td>04-14-2022</td>
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<tr>
<td>Person and Org Submitting Item:</td>
<td>Jan Rhodes Fairgrounds</td>
</tr>
<tr>
<td>Contact Information:</td>
<td>435-279-0106</td>
</tr>
<tr>
<td>Time Requested:</td>
<td>5 minutes</td>
</tr>
<tr>
<td>Item to be Presented in:</td>
<td>Commission Meeting</td>
</tr>
<tr>
<td>Subject to be Presented:</td>
<td>The Fairground East Parking Lot, Needs Approval for Signage that States No Overnight Parking or No Trespassing. –Jan Rhodes</td>
</tr>
</tbody>
</table>

Reason for Request:
Complaints From Citizens

What action have you taken/who have you contacted prior to this:
Posted Temporary No Trespassing Signs

Official Action Requested:

Has the document been approved by the County Attorney? no
All agenda items and any back-up material needs to be submitted to the Clerk's Office by Thursday at 5 p.m. in order to be on the following Wednesday's Agenda.

You may email back-up: ordinances, resolutions, contracts, agreements and a brief explanation of your item to: t gibson@boxeldercounty.org

Item to be presented in: Admin/Operational □ Commission Meeting ☑
MBA □ RDA □ Closed Session □ Other __________________________

Date of meeting requested: 4/20/22 Date form submitted: 4/14/22

Time allotment requested: ☐ 2 min. ☐ 5 min. ☐ 10 min. Other 15

Person & Organization submitting item: Jan Rhodes

Contact Information: 435-279-0106

(Please include phone number)

Subject to be presented:
Parking Lots at the Fairgrounds East Parking Lot, No Overnight Parking, or No Trespassing need an approval for signage

(Please use specific language as to how you want the item noticed)

Reason for request:
People complaining (actually Bitching from Tremonton City)

What action have you taken/Who have you contacted prior to this?
posted temporary No Trespassing Signs

Official Action Requested:

Has the document been approved by the County Attorney? Yes ☐ No ☑
Agenda Item Request Form

All agenda items and any back-up material needs to be submitted to the Clerk's Office by Thursday at 5 p.m. in order to be on the following Wednesday's Agenda.

You may email back-up: ordinances, resolutions, contracts, agreements and a brief explanation of your item to: t gibson@box elder county.org

Item to be presented in: Admin/Operational [ ] Commission Meeting [ ]
MBA [ ] RDA [ ] Closed Session [ ] Other ________________________

Date of meeting requested: ______________ Date form submitted: ______________

Time allotment requested: [ ] 2 min. [ ] 5 min. [ ] 10 min. Other ______________

Person & Organization submitting item: Sheriff Kevin Potter & Chief Deputy Palmer

Contact Information: 435-279-5776

Subject to be presented:
Renewal of Bailiff Security contract between State of Utah and Box Elder County.

(Please use specific language as to how you want the item noticed)

Reason for request:
Approval and signatures of County Commissioners.

What action have you taken/Who have you contacted prior to this?
Emailed contract to Stephen Hadfield for approval on 04/04/2022.

Official Action Requested:
Approval and signatures from County Commissioners.

Has the document been approved by the County Attorney? Yes [ ] No [ X ]
STATE OF UTAH  
CONTRACT

CONTRACT # 152211 AMENDMENT #7

TO BE ATTACHED TO AND MADE PART OF the above numbered contract by and between the State of Utah, Administrative Office of the Courts, referred to as State and Box Elder County Sheriff.

THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:

1. Contract period: 07/01/22 Effective Date
   06/30/23 Termination Date unless terminated early or extended in accordance with the terms and conditions of this contract.
   
   Renewal options: Unlimited (they are required by statute to provide these services). All payments under this contract will be completed within 90 days after the Termination Date.

2. Contract amount:

<table>
<thead>
<tr>
<th>Service</th>
<th>Hrs Allocated</th>
<th>Hrly Rate</th>
<th>Contract Amt</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bailiff Security</td>
<td>1,784</td>
<td>$27.83</td>
<td>$ 49,648.72</td>
<td>$ 49,648.72</td>
</tr>
<tr>
<td>Perimeter Security</td>
<td>6,016</td>
<td>$27.83</td>
<td>$167,425.28</td>
<td>$217,074.00</td>
</tr>
</tbody>
</table>

3. Attachment A: Terms & Conditions
   Attachment B: Scope of Work
   Attachment C: Sample Invoice (removed); (inserted) Payment

4. Contact Information:

   Courts: First District & Juvenile Court
   Attn: Brett Folkman
   Addr: 43 N. Main
   City/Zip: Brigham City 84302
   Phone: 435 734-4600
   E-mail: brettf@utcourts.gov

   County: Box Elder County Sheriff
   Attn: Kevin Potter
   Addr: 52 S. 1000 W.
   City/Zip: Brigham City 84302
   Phone: 435 734-3818
   E-mail: kbpotter@boxeldercounty.org

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

COUNTY

                                   County Commission
                                   County Sheriff
                                   County Attorney

LEGAL STATUS OF CONTRACTOR
☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

(AOC Revision 01/31/2022)
ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-22-2, 17-22-27 and UC78A-2-602.

2. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

3. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.

4. TERMINATION: This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.

5. NONAPPROPRIATION OF FUNDS: The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.

6. INDEMNIFICATION: The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. The County shall indemnify and hold the State free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101 et seq., including, but not limited to, the liability limits contained therein.

7. EMPLOYMENT STATUS: All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers’ compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.

8. PAYMENT: Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.

9. COMPENSATION: The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-22-2, 17-22-23, 17-22-27 and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.

10. EQUIPMENT: The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.
11. NOTICE: The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.

12. PROBLEM RESOLUTION: The State’s designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff’s performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.

13. CONTINUITY OF COURT OPERATIONS: The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.

14. SECURITY INCIDENT REPORTING: The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff’s standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.

15. SECURITY REVIEWS: The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.

16. TRAINING: The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.

17. ENTIRE CONTRACT: This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised 01/31/2022)
Bailiff Services:

A. County shall assign such law enforcement or special function officers as bailiffs in each courtroom when court is in session in the First District, District and Juvenile Courts in Box Elder County.

B. County and AOC through their designees shall coordinate the staffing, scheduling and service levels at the various court locations with the goal of promoting efficiency and quality. The County is hiring authority for all officers assigned under this contract; however, the appointment or reassignment of a courtroom bailiff is subject to the concurrence of the judges with whom the bailiff will work/works.

Security Service:

Sheriff agrees to provide court security services and such other duties as may be required by law for the First District, District and Juvenile Courts in Box Elder County. The Sheriff agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. The Sheriff agrees to provide security staff sufficient to provide full-time door access security. Court security services will be provided from Monday through Friday of each week, excepting legal holidays or other days the court is closed, during the hours of 7:30 a.m. to 5:30 p.m. and any hour that the court is open before or after those times.

Court Security Plan:

In accordance with Rule 3-414, *Utah Code of Judicial Administration*, the court executive in consultation with the Sheriff, has developed a court security plan. The plan outlines the responsibilities of the Sheriff and a written copy of that plan has been provided to the Sheriff. The Court Security Plan is hereby incorporated by reference into this contract.

Revised (01/31/2022)
ATTACHMENT C: PAYMENT

1. The AOC agrees to pay to the County the annual amounts listed on page 1 of this amendment # 7, not to exceed the total contract amount.

2. The County will invoice the AOC once every month, within 30 days after the end of the month; however, the last invoice for the fiscal year will be due no later than July 10.

3. The invoice will contain the total hours of Bailiff and Perimeter security hours provided.

4. Any invoice submitted in connection with this agreement shall be sent (USPS or electronically) to the Contact Information for Courts listed on page 1 or as below.

**Courts:** First District & Juvenile Court
Attn: Brett Folkman
Addr: 43 N. Main
City/Zip: Brigham City  84302
Phone: 435 734-4600
E-mail: brettf@utcourts.gov

Revised 03/08/2022
AGENDA ITEM REQUEST FORM

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Meeting Date: 04-20-2022
Submitted Date: 04-04-2022
Person and Org Submitting Item: Sheriff Kevin Potter and Chief Deputy Palmer
Time Requested: 2 min
Contact Information: 435-279-5776
Item to be Presented in: Commission Meeting
Subject to be Presented: Renewal of Bailiff Security contract between State of Utah and Box Elder County

Reason for Request:
Approval and signatures of County Commissions

What action have you taken/who have you contacted prior to this:
Emailed contract to Stephen Hadfield for approval on 04-04-2022

Official Action Requested:
Approval and signatures from County Commissioners

Has the document been approved by the County Attorney?