



**COUNTY COMMISSION MEETING**  
**Commission Chambers, 01 South Main Street, Brigham City, Utah 84302**  
**Wednesday, January 08, 2025 at 5:00 PM**

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## **AGENDA**

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday January 8, 2025 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

**1. ADMINISTRATIVE / OPERATIONAL SESSION**

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

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

- A. Invocation Given by: Commissioner Bingham
- B. Pledge of Allegiance Given by: Clerk Marla Young
- C. Approve Minutes from December 4, 2024 and December 18, 2024.

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

**4. FORMER AGENDA ITEMS**

**5. EMERGENCY MANAGEMENT ISSUES**

**6. ARPA/LATCF**

**7. COMMISSIONERS**

- A. 5:08 Appoint a 2025 Chairman-Commissioners
- B. 5:10 2025 Commission Assignments-Commissioners

**8. ATTORNEY'S OFFICE**

- A. 5:12 Ordinance #611 "Unlawful Dog Behavior Ordinance"-Stephen Hadfield
- B. 5:14 Interlocal Agreement #25-03 Bear River Association of Governments-Stephen Hadfield
- C. 5:16 Fourth Amendment to the Grant Agreement #25-05 for the Broadband Access Grant-Stephen Hadfield
- D. 5:18 The State Office of Victims of Crime Report to the County Commission-Cheryl Burgan

**9. COMMUNITY DEVELOPMENT**

- A. 5:23 Public Hearing for Surplus Property Disposal - Bear River City Property-Scott Lyons
- B. 5:33 Public Hearing for Surplus Property Disposal - Plymouth Property-Scott Lyons
- C. 5:43 CPF23-03-Mantua Corridor Preservation Fund Request-Scott Lyons

**10. FIRE DEPARTMENT**

A. 5:45 Approval for Ninth Brain Contract #25-04-Kevin Lloyd

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

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

**12. WARRANT REGISTER**

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

**14. CLOSED SESSION**

**15. ADJOURNMENT**

Prepared and posted this 3rd day of January, 2025. Mailed to the Box Elder News Journal and the Leader on the 3rd of January, 2025. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 5:00 p.m.



Marla R. Young - County Clerk  
Box Elder County

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF BOX ELDER COUNTY DEFINING UNLAWFUL DOG BEHAVIOR AND PROHIBITING AN OWNER OF POSSESSOR OF A DOG WITHIN BOX ELDER COUNTY TO ALLOW THE DOG TO ENGAGE IN UNLAWFUL DOG BEHAVIOR.**

**WHEREAS**, a request has been made from residents of Box Elder County for Box Elder County to address and prohibit various problems and issues which can be created by dogs and the owners and possessors of dogs within Box Elder County; and

**WHEREAS**, Box Elder County currently regulates by ordinance dog kennels and vicious dogs, and the State of Utah currently regulates cruelty to animals, but Box Elder County does not currently have any ordinances addressing potential problems and issues relating to the keeping of dogs as pets; and

**WHEREAS**, after having considered the request and need for an ordinance in Box Elder County to address various potential problems and issues relating to the keeping of dogs as pets, the Box Elder County Commission finds that the ordinance set forth below does address the potential problems and issues which can be created by keeping dogs as pets within Box Elder County; and

**WHEREAS**, the Box Elder County Commission further finds that the ordinance set forth below would be in the best interests of and benefit the health, safety and welfare of the residents of Box Elder County;

**NOW THEREFORE**, the County Legislative body of Box Elder County, with \_\_\_\_\_ members present and \_\_\_\_\_ members voting in favor thereof, does hereby ordain as follows:

**Section 1: Adoption of Unlawful Dog Behavior Ordinance.** The following is hereby adopted and enacted as the Box Elder County Unlawful Dog Behavior Ordinance:

**UNLAWFUL DOG BEHAVIOR ORDINANCE**

- I. Unlawful Dog Behavior Defined. It shall be unlawful for the owner or possessor of a dog to allow the dog to:
  - A. Repeatedly cause any minor damage, or on a single occasion cause substantial damage, to the property of anyone other than its owner or possessor.
  - B. Have a communicable disease that could affect other dogs, animals or humans, without being properly quarantined.
  - C. Be in heat and not properly controlled.
  - D. Make disturbing noises, including but not limited to, continued and repeated howling, barking, whining, or other noise which causes unreasonable annoyance,

disturbance, or discomfort to neighbors or others, that occurs non-stop for ten (10) minutes or more between the hours of 10:00 p.m. and 7:00 a.m., or occurs non-stop for thirty (30) minutes or more, regardless of time of day.

- E. Repeatedly chase vehicles, people, other domesticated animals, or livestock.
  - F. Repeatedly molest or intimidates neighbors, pedestrians, or passersby by acting aggressively towards such person or persons, unless provoked by such person or persons.
  - G. Be ineffectively controlled while the dog is on public property or on private property without the permission of the owner of the private property.
- II. Exceptions. A dog shall not be engaged in unlawful dog behavior if at the time of the conduct giving rise to the unlawful dog behavior finding, the dog is being teased or provoked by a person or animal.
- III. Proof of Unlawful Dog Behavior. In the absence of credible audio recordings, video recordings, or circumstantial evidence, proof of the conduct giving rise to a finding of unlawful dog behavior must be established by three (3) or more witnesses who personally witnessed the conduct.
- IV. Enforcement.
- A. Any law enforcement officer shall have authority to issue a citation to the owner or possessor of a dog which has engaged in unlawful dog behavior. In the event the law enforcement officer did not witness the conduct giving rise to the unlawful dog behavior, a citation may be based upon a complaint signed under penalty of perjury by an individual who did witness the conduct. All such complaints must specifically identify the complainant by name, address and telephone number, and describe the conduct, the date, time, place and duration of the conduct, and if known, the name and address of the owner or possessor of the dog.
  - B. Upon receiving a complaint, the law enforcement officer shall make reasonable attempt to contact the owner or possessor of the dog and provide notice of the complaint and warn the owner or possessor that a citation may be issued. After such notice and warning, the owner or possessor of the dog shall be given ten (10) days to resolve the issue prior to the issuance of a citation. In the event the law enforcement officer is unable to locate or contact the owner or possessor of the dog, leaving a warning notice in a conspicuous place on the premises satisfies the "reasonable attempt" requirement.
- V. Violation. A violation of this ordinance shall be a Class C Misdemeanor, subject to all the penalties established by the State of Utah for class C misdemeanors.

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

**PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED** this \_\_\_\_ day of \_\_\_\_\_, 2025 by the Board of County Commissioners of Box Elder County, Utah.

Commissioner Bingham	Voting_____
Commissioner Perry	Voting_____
Commissioner Vincent	Voting_____

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Boyd Bingham  
Chair, Box Elder County Commission

Attest:

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Marla Young  
Box Elder County Clerk

INTERLOCAL AGREEMENT  
BEAR RIVER  
ASSOCIATION OF GOVERNMENTS

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Re-drafted from the Articles of Association dated November 28, 1973 which was re-drafted and re-executed from the original version dated June 23, 1971 that included amendments from May 24, 1972, October 25, 1972, and October 24, 1973.

We, the representatives of the counties of Box Elder, Cache, and Rich, find the following. First, concerns of growth and development transcend the boundary lines of our local government units and that no single unit can plan for their solution without affecting other units in the region. Second, various multi-county planning activities available under various laws of the United States should be conducted and administered in a coordinated manner. Third, intergovernmental cooperation on a regional basis is an effective means of combining the resources of local governments to approach common concerns.

Therefore, we hereby continue this voluntary collaborative effort by establishing this interlocal agreement and continuing the organization known as Bear River Association of Governments (Region I). We will continue to meet regularly to discuss and study area-wide concerns of common interest and to develop policies and recommendations for ratification and implementation by the counties who are members of the Association.

We also continue to encourage cooperation. We declare that this Association is not a new layer of government, nor is it a government that holds power over the governments that created it. As a voluntary organization, we continue the effective execution and coordination of programs to meet the common needs of the citizens. Our goal is to utilize our combined resources to provide a more effective means of planning for and developing the physical, economic, and government resources of the region to address the mutual concerns we face.

We declare that the Bear River Association of Governments (Region I) was previously established by the joint powers agreement among its previous members pursuant to Utah Code Title 11, Chapter 13 (1953, as amended). The Association shall now continue as a public agency pursuant to Utah Code Title 11, Chapter 13, Interlocal Cooperation Act (2002, as amended), and is separate from the agencies creating it, is a body politic and corporate, and is a political subdivision of the State of Utah.

## Terms & Conditions

### I. Definitions

Region. A geographic area composed of groupings of counties designated and established for carrying out the purposes of these articles.

Regional Concerns. A regional issue that meets the following criteria:

- a. A concern that is common to two or more local governments within the region, the solution of which will not or cannot be achieved by government agencies acting independently of each other, or which cannot be achieved separately as economically as when acting cooperatively, and
- b. A concern regarding the public health, safety, or welfare that is not the specific duty of the local public health department, law enforcement, or any other government agency charged with these concerns.
- c. The following list is an incomplete list of recognized regional concerns and does not limit BRAG to these efforts only:
  - i. Aging services;
  - ii. Community and economic development;
  - iii. Housing; and
  - iv. Human services.

### II. Purpose

The Bear River Association of Governments (Region I), hereinafter referred to as “BRAG” or “Association,” is a voluntary organization of governments to facilitate inter-governmental cooperation and to ensure the orderly and harmonious coordination of federal, state, and local programs for the solution of mutual concerns of the region.

Additionally the purpose of the Association should be to create efficiencies and cost savings to the taxpayers by having shared regional staff to carry out designated functions of government. It should help eliminate the duplication of efforts and provide local governments with planning, coordination, and administration of state and federal programs. It should also bring resources to the area that might not otherwise be available while ensuring those resources meet local needs.

### III. Powers & Duties

The Association shall hold all the powers and duties that are permitted under Utah Code §11-13-204(1). Some of these powers and duties of the Association are listed below along with other powers and duties delegated to the Association.

a. The power to:

- i. Act in its own name, to sue and where appropriate, to be sued;
- ii. Make, enter into, and enforce all manner of contracts and obligations consistent with the law for the purposes, duties, and functions stated in this interlocal agreement;
- iii. Adopt and amend bylaws, policies, and procedures for the regulation of the Association's affairs and to conduct its business;
- iv. Amend or repeal bylaws, policy, or procedure;
- v. Create, construct, or otherwise acquire facilities or improvements to render services or provide benefits to meet the purposes set forth in this agreement;
- vi. Issue bonds or notes as permitted under Utah Code §11-13-218 and all other applicable laws; and
- vii. Perform any other act or function permitted under the Interlocal Cooperation Act (2002, as amended).

b. The duty to:

- i. Identify, discuss, study, and bring into focus regional challenges and opportunities;
- ii. Make the most effective use of local government leadership and staff resources;
- iii. Engage and carry out planning and development programs to achieve regional benefit and advantage;
- iv. Review and create policy with respect to proposals from public and private agencies;
- v. Provide effective communication and coordination among public officials pertaining to regional interests;
- vi. Serve as a liaison between the local governments and interested groups and organizations;
- vii. Register and maintain its registration as a limited purpose entity in accordance with state law;
- viii. Serve as a regional representative for the counties served by BRAG;
- ix. Perform those functions delegated to the Association that are identified in this interlocal agreement;



- x. Establish a system of personnel administration as provided in Utah Code §11-13-225 and in conformity with all other applicable laws; and
- xi. Perform other duties as deemed appropriate by the counties.

#### IV. Functions Delegated to the Association

- a. Administer & Coordinate Programs. The Association shall coordinate, administer, and operate common programs of mutual interest and impact to the region. The Association is the authorized agent to receive federal grants for all planning and development programs that have multi-county or regional level designation. Regarding these functions, BRAG may establish boards, committees, or similar subunits to meet state and federal program requirements or to meet its own requirements. The Governing Board of the Association shall determine the composition of these subunits, but in no case may the subunit have less than thirty-three (33) percent elected local government officials. Subunits shall, as far as practical, serve as advisory groups to the Governing Board.
- b. Planning. The Association shall prepare and amend area-wide plans for the physical, economic, and social resources of the region, and conduct studies and research on matters of regional concern. These plans shall serve to foster, develop, and review policies and priorities for regional growth and development.
- c. Review of Federal & State Aid Programs. The Association has the authority to apply for and receive state and federal grants for regional purposes. The Association may review and coordinate federal, state, and local applications for loans or grants from the United States of America for all units of government operating within the region. The Association shall be eligible to serve as the official clearinghouse agency for the purpose of Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, acting on behalf of, and under the recommendations of the counties of the Association. The Association shall develop review procedures in accordance with federal requirements.
- d. Services to Local Governments. The Association may furnish general and technical aid to local units of government within the region to provide them with services and technical assistance with planning and development activities.

- e. Joint-Powers Authorization. The counties may authorize the Association to exercise those powers held by the counties that are necessary or desirable for dealing with concerns of mutual interest. Such authorization may include joint financing, scheduling, and development of public facility projects with interjurisdictional significance or involve direct public services functions.

## V. Governing Structure

- a. Governing Board. The Association shall have one policy making body known as the Governing Board. The Governing Board shall consist of the county commissioners of Box Elder and Rich Counties, the County Executive and two appointed county council members from Cache County, and two appointed mayors from each county. One mayor from each county should represent the largest municipality in the county and another mayor should represent the remaining municipalities within the county. The county commission or county council of the respective county shall appoint each appointed position.
  - i. Fiduciary Duty. Each member of the Governing Board has and owes a fiduciary duty to the Association at large.
  - ii. Terms of Office. Appointed members on the Governing Board shall serve until the respective jurisdictions elect their successors. All other positions are permanent positions.
  - iii. Officers. The Governing Board shall elect the officers of the Governing Board by a majority vote. There shall be a chairperson and a vice chair.
  - iv. Voting. Each member of the Governing Board shall have one vote. A simple majority of the entire Governing Board is necessary to make a determination on an issue.
  - v. Quorum. A quorum shall consist of either the Chair or the Vice Chair and a majority of the other members of the Governing Board.
  - vi. Meetings. The Governing Board shall approve a yearly meeting schedule and shall meet at least quarterly. The Governing Board may meet upon the call of the Chair if the need arises. Every six months, the Governing Board shall hold a meeting where the Executive Director presents a full report of current activities and where the Executive Director or a designee presents the budget and financial transactions that transpired since the previous semi-annual meeting. This semi-annual meeting may be held during a regularly held board meeting or as a separate meeting.
    - 1. Each meeting of the Governing Board shall comply with Utah Code Title 52, Chapter 4, Open and Public Meetings Act

- (2006, as amended) regardless of whether the Association is supported in whole or part by tax revenue;
2. The Governing Board shall adopt rules of order and procedure to govern public meetings;
  3. Conduct meetings in accordance with adopted rules of order and procedure; and
  4. Make the rules of order and procedure available to the public at each meeting and on the Association's website if available.
- vii. Responsibilities. The powers and responsibilities of the Governing Board are to:
1. Manage and direct the business and affairs of the Association;
  2. Adopt bylaws for the orderly functioning of the Governing Board;
  3. Adopt and enforce rules and regulations for the orderly operation of the Association or for carrying out the Association's purposes;
  4. Establish and impose fees for the services provided by the Association;
  5. Establish advisory councils and subcommittees as needed;
  6. Appoint, fix the salary of, and remove the Executive Director;
  7. Review the actions of the Executive Director and the staff;
  8. Control or direct litigation to which the Association is a party or in which it is otherwise involved;
  9. Delegate to employees or officers the authority to exercise a power or to perform a function of the Association, as needed;
  10. Adopt rules or policies for the competitive public procurement of goods and services required for the operation of the Association as required under Utah Code §11-13-226; and
  11. Perform all functions provided in the interlocal agreement and the Interlocal Cooperation Act that are necessary to accomplish the Association's purpose unless otherwise specified in the agreement or the Interlocal Cooperation Act.
- viii. Compensation. The members of the Governing Board may receive compensation for their services in accordance with Utah Code §11-13-403.

b. Staff and Staff Services

- i. Executive Director. The position of Executive Director is an at-will position. The Governing Board shall appoint the Executive Director and may terminate the Executive Director for any reason that is not contrary to the law. The Governing Board shall vote on whether to terminate the Executive Director when the issue is brought before them. The Chair or Vice Chair shall ensure that the issue of termination is addressed by the board if any one or more board members request that the board consider terminating the Executive Director.
  1. Responsibilities. The responsibilities of the Executive Director are:
    - a. Coordinate and direct all staff;
    - b. Recommend staff appointments, advancements, employment policies, and policy amendments to the Governing Board;
    - c. Prepare and administer an annual work program and budget; and
    - d. Perform all other duties delegated from the Governing Board.
- ii. Central Staff. The Association may provide basic administrative, research, and planning services for all regional activities of the Association. The central staff shall perform their activities for and be responsible to the Governing Board.
- iii. Other Staff. The Governing Board may appoint the staff of the Association when recommended by the Executive Director or when recommended and contributed by any public agencies or any of the counties that are a member of the Association.

VI. Finances

- a. Fiscal Procedures. The Association shall comply with all relevant requirements of the law as found in Utah Code Title 11, Chapter 13, Part 5 Fiscal Procedures for Interlocal Entities.
- b. State & Federal Funding. The Association shall exert maximum effort to obtain and use state and federal funds whenever possible.
- c. County Funding. Each county must contribute to the Association. At a minimum, the three counties shall contribute funds annually to meet the requirements of federal match funds and to help cover administrative and

operational costs of the Association through an assessment that is in addition to match funds.

- i. The Association must submit the total requested county match amount and the recommended assessed amount to the three counties well in advance of the time the counties adopt their budgets. The counties must each contribute a portion of the total match and assessed amounts approved by the counties. The counties may approve, disapprove, or request an adjustment to any match or assessed amount. Each county contribution from the total match and assessed amounts shall be proportional to the total population of the counties as determined by the most recent federal census.
  - ii. The Association may levy a separate special assessment on any of the three counties that agree with the Association to provide special services to that government alone, if approved by the legislative body of that county.
- d. Budget. The Executive Director or designee shall prepare a proposed annual budget describing the estimated revenues and expenditures for the consideration and approval of the Governing Board in accordance with Utah Code §11-13-508 through 11-13-511. With regard to the budget, the Association shall comply with Utah Code §§11-13-506 and 11-13-507. The Association shall comply with all other relevant budget requirements of the law as found in Utah Code Title 11, Chapter 13, Part 5 Fiscal Procedures for Interlocal Entities.
- e. Fiscal Year. The Governing Board shall determine whether the fiscal year is the calendar year or a period from July 1 to the following June 30.
- f. Uniform Accounting System. The Association shall establish and maintain accounting records and financial statements as required by generally accepted accounting principles. The Association shall also adopt and implement internal accounting controls in light of the needs and resources of the Association.

## VII. Duration, Withdrawal, & Termination

- a. Duration of this Agreement. Pursuant to Utah Code §11-13-204(3)(a), the duration of this agreement will be fifty (50) years from the effective date.
- b. Withdrawal of Membership. Any county may withdraw from this agreement by submitting a written notice to the Governing Board 30 days prior to the effective date of withdrawal.

- c. Termination of the Agreement. All parties to the agreement may agree to terminate the Association. Upon termination, none of the assets or property shall be distributed to any individual, staff, or officers of the Association, but shall be distributed to the counties and cities on the same pro rata basis that they contributed to the Association.

VIII. Amendments

The Governing Board may amend this interlocal agreement at regular or special meetings of the Governing Board if the county government proposing an amendment provides written notice that states the proposed amendments to each county who is a member of the Association. Two thirds of the Governing Board must affirm the amendment by vote for the amendment to pass.

IX. Review

The Association shall review this interlocal agreement regularly and often to ensure the Association is abiding by the terms and conditions of this agreement. The Association shall also review this agreement annually to ensure that the agreement is compliant with applicable law.

X. Effective Date

This interlocal agreement shall go into effect once all parties to the agreement sign and date this agreement, and all counties that are members of the Association file the completed agreement with their respective keeper of records pursuant to Utah Code 11-13-209.

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IN WITNESS WHEREOF, we attach our signatures on this \_\_\_ day of \_\_\_\_\_  
20\_\_.

**BOX ELDER COUNTY**

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
County Commission Chair

BY: \_\_\_\_\_  
Box Elder County Attorney

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
County Clerk

DATE: \_\_\_\_\_

*Remainder of Page is Blank*

**CACHE COUNTY**

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
County Council Chair

BY: \_\_\_\_\_  
Cache County Attorney

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
County Executive

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
County Clerk

DATE: \_\_\_\_\_

*Remainder of Page is Blank*



**RICH COUNTY**

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
County Commission Chair

BY: \_\_\_\_\_  
Rich County Attorney

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
County Clerk

DATE: \_\_\_\_\_

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**STATE OF UTAH**  
**The Governor's Office of Economic Opportunity**  
**Utah Broadband Center**

**FOURTH AMENDMENT TO GRANT AGREEMENT**  
**Broadband Access Grant**

1. **Parties:** Governor's Office of Economic Opportunity, the Utah Broadband Center, referred to collectively as the "State", and the following Grantee listed below:

Box Elder County  
 1 South Main Street  
 Brigham City, UT 84302

Contact Person: Paul Davis  
 Primary Contact Phone #: (435) 757-4677  
 Email: [paulb@brag.utah.gov](mailto:paulb@brag.utah.gov)

Legal Status of Grantee: Governmental Entity  
 Federal Tax ID: 87-6000293  
 Vendor #: VC0000128922

Project Name: Box Elder County High Speed Internet Expansion

State and Grantee are referred to collectively herein as the "Parties".

2. **Incorporation of Contract and Effect of Amendment.**

2.1 The Parties previously entered into a Grant Agreement Broadband Access Grant effective September 8, 2022 ("Grant Agreement"), with the purpose that the Grantee may obtain and maintain eligibility for the State Broadband Access Grant program to provide funding for the construction and expansion of highspeed broadband service in unserved or underserved areas of the State. Also, the Parties agreed to a Second Amendment dated February 28, 2024 ("Second Amendment"). Also, the Parties agreed to a Third Amendment dated April 15, 2024 ("Third Amendment").

2.2 State and Grantee agree to amend Section 4, page 1, of the Grant Agreement to modify the Project Completion date from February 1, 2025 to a new estimated Project Completion Date of: March 31, 2025.

2.3 Now, State and Grantee agree to amend the Scope of Work, Attachment C, page 24, of the Grant Agreement to modify the locations of deployment and the number of households and businesses passed.

3. **Miscellaneous Provisions**

3.1 **Entire Agreement.** This Forth Amendment constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and amendments or undertakings, both written and oral, among the parties with respect to the subject matter hereof. Except as amended by this Fourth Amendment, the Grant Agreement (as amended by the First, Second, and Third Amendments), shall continue in full force and effect.



3.2 **Severability.** If any term or other provision of this Fourth Amendment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Fourth Amendment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Fourth Amendment is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Fourth Amendment so as to affect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Fourth Amendment are consummated as originally contemplated to the greatest extent possible.

3.3 **Counterparts.** This Fourth Amendment may be executed and delivered (including by facsimile or electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Electronic signatures on are acceptable, and as effective as ink signatures.

*(This Section is intentionally left blank, the signature page follows)*



IN WITNESS WHEREOF, the parties have signed this Second Amendment as of the dates below.

**STATE:  
UTAH BROADBAND CENTER**

**GRANTEE:  
BOX ELDER COUNTY**

\_\_\_\_\_

\_\_\_\_\_

Name: Jim Grover  
Title: Managing Director of Incentives and Grants  
Date:

Name:  
Title:  
Date:

**GOVERNOR'S OFFICE OF ECONOMIC  
OPPORTUNITY**

**GOVERNOR'S OFFICE OF ECONOMIC  
OPPORTUNITY**

\_\_\_\_\_

\_\_\_\_\_

Name: Jason Marden  
Title: Director of Finance  
Date:

Name: Kamron Dalton  
Title: Managing Director of Operations (COO)  
Date:

**APPROVED BY:  
DIVISION OF FINANCE**

\_\_\_\_\_

Name:  
Title:  
Date:



## Attachment 1

### Revised Project Scope of Work

**Summary:**

The project will extend fiber optic internet access to the door of over 920 households and businesses in rural communities of Box Elder County, including Mantua, Howell, Bear River City, Elwood, and the unincorporated areas of Thatcher, and Penrose.

This investment from the Utah Broadband Center will build out the fiber backbone of each community and the contracted telecommunications provider will provide last-mile connections to each user at no additional charge to the subscriber.

The backhaul between locations will consist of Ciena hardware and will start with 10Gbps capacity with the ability to add additional 10Gbps links or 100Gbps as needed. Each cabinet will start with one Calix E7-2 GPON blade that has 8 GPON ports capable of 2.5Gbps down, 1.2Gbps up, and supporting up to 32 subscribers per port with a total of 256 subscribers per blade. Adding additional blades to support more subscribers is easily done. As bandwidth requirements continue to grow, we can utilize the Calix 10Gbps PON platform side by side with the existing platform without a major overhaul and using the same fiber plant. At the subscriber's premise we will use Calix ONTs/Routers to support end users. Calix and Ciena are top-tier fiber network hardware are used by numerous service providers around the world.

This investment will provide residents and businesses of dispersed, remote communities in Box Elder County with access to state-of-the art "future-proof" fiber optic telecommunications technology. This infrastructure will be incrementally upgradable for at least the foreseeable decade. It will provide access to critical communication, education, health care, and economic opportunity in portions of the state that are otherwise unlikely to receive private investment within the decade due to geographic remoteness and low population densities.

This investment will allow for the adoption of high-speed internet service at multiple community institutions including Howell Town Office, Elwood Town Office, Bear River City Town Office, Mantua City Office, and the Box Elder County Roads Department Office in Elwood, and several churches within and surrounding these communities.

Last-mile deployment of connection lines to subscribers' doors will be provided without cost to subscribers, and multiple service subscription tiers will be available to incentivize adoption by low-income households.

The EIG website measurements indicate that, as a whole, Box Elder County is in a good place, economically. However, by the measure of Per Capita Personal Income, a common metric for Federal Economic Development Assistance, Box Elder County lags behind national averages at 72%, \$40,621 to \$56,490.

Additionally, remote rural communities within the county have lower median incomes and struggle with economic diversity and opportunity due to lack of access to consistent high speed internet service. Two of the three U. S. Census tracts that encompass this project area record 2019 Per Capital Money Incomes of less than 80% of the national average at \$25,671 and \$26,380 to \$34,103.

**Project Plans** (see attached Plans, stamped by a Professional Engineer)

**Map of Project’s Geographic Area** (see attached to Application)

**Deliverables:** Grantee shall construct, install, and provide high-speed broadband service with speeds set forth in the table below for customers/households in the Project Geographic Area. Broadband services shall be at a minimum: 100 Mbps download and 20 Mbps upload speeds and shall have low latency of less than 100 ms, and packet loss of less than two percent (2%).

**Customer Pricing Table** (Example provided below is specific, and comes from the Grantee’s Project application):

\$60/month - 1 Gig Download/1 Gig Upload speeds and number of passes: 424

<b>Description</b>	<b>Number of</b>
Households	1,149
Businesses	12
Farms/Ranches	33
Anchor Institutions or Public Facilities	9





# 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.

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

**Meeting Date:**

**December 19, 2024**

**Submitted Date:** 12/13/24

**Person and Org:**

Cheryl Burgan  
Victim Services Director  
Box Elder County Attorney’s  
Office

**Time**

**Requested:**

5 minutes

**Submitting Item:**

**Contact Information:** 435-734-3386

**Item to be Presented in:**

**Subject to be Presented:** Victim Services Report

**Reason for Request:** State Office of Victims of Crime requires we report to County Commissioners twice a year.

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

**Official Action Requested:**

**Has the document been approved by the County Attorney?**



**Agenda Item Request Form**

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

Date of meeting requested: Jan 8, 2025 Date form submitted: Dec 6, 2024

Time allotment requested:  2 min.  5 min.  10 min. Other \_\_\_\_\_

Person & Organization submitting item Scott Lyons

Contact Information 3316

**(Please include phone number)**

Subject to be presented:

Surplus Property Disposal - Bear River City Property

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

Reason for request:

County Surplus Property Disposal Policy requires a public hearing at the County Commission level.

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

\_\_\_\_\_

Official Action Requested:

Public Hearing. Decision to determine "highest and best economic return"

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





Agenda Item Request Form

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

Date of meeting requested: Jan 8, 2025 Date form submitted: Dec 6, 2024

Time allotment requested:  2 min.  5 min.  10 min. Other \_\_\_\_\_

Person & Organization submitting item Scott Lyons

Contact Information 3316

(Please include phone number)

Subject to be presented:

Surplus Property Disposal - Plymouth Property

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

Reason for request:

County Surplus Property Disposal Policy requires a public hearing at the County Commission level.

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

Official Action Requested:

Public Hearing. Decision to determine "highest and best economic return"

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



# COMMISSION OFFICE

Boyd Bingham • Lee Perry • Stan Summers  
County Commissioners

COU  
Boyd Bingham, COMMISSIONER  
Tyler Vind, COMMISSIONER  
Lee Perry, COMMISSIONER  
Rodney D. Bennett, ASSESSOR  
Stephen R. Hadfield, ATTORNEY  
Shirlene Larsen, AUDITOR  
Marla R. Young, CLERK  
Kevin R. Christensen, JUSTICE COURT JUDGE  
Chad Montgomery, RECORDER  
Kevin Potter, SHERIFF  
Shaun Thornley, TREASURER

## REQUEST for PAYMENT

**From:** Box Elder County Commission  
**To:** Shirlene Larsen  
Box Elder County Auditor  
**Date:** January 8, 2025  
**Subject:** **Request for Payment of funds from the Box Elder County Local Transportation Corridor Preservation Fund.**  
**Project ID:** CPF23-03 Mantua – Fish Hatchery Road, Meadow Lane, and Rocky Dugway Intersection.

The Box Elder County Commission has reviewed the request for payment of funds from the Box Elder County Local Transportation Corridor Preservation Fund from Mantua Town for \$89,150.00 pursuant to Utah Code Ann. § 72-2-117.5. The request is for the reconstruction of an intersection located at approximately Fish Hatchery Road, Meadow Lane, and Rocky Dugway Intersection., Mantua, Utah.

The documents contained in Mantua Town’s request appear to fulfill the statutory requirements, including:

1. The money will be used to preserve transportation corridors, promote long-term statewide transportation planning, save on acquisition costs, and promote the best interests of the state in a manner that minimizes impact on prime agricultural land.
2. The money is not being used for a transportation corridor that is primarily a recreational trail.
3. The application for the payment is made by a highway authority.
4. The application is endorsed by the applicable council of governments.
5. The highway authority either has a transportation corridor property acquisition policy or ordinance in effect that meets federal requirements for the acquisition of real property or any interests in real property or the highway authority has a written agreement with the department for the acquisition of real property or any interests in real property.
6. The highway authority has an access management policy or ordinance in effect.

The Box Elder Council of Governments approved funding for this project on October 16, 2023 and the Box Elder County Commission granted approval on November 1, 2023.

The Acquiring Entity has provided necessary documentation showing it is entitled to disbursement, provided that the county's allotment in the Fund is sufficient to cover the request.

Request made by: Mantua Town

Payment to be made to: Town of Mantua, 409 North Main Street. Mantua, UT. 84324 in the amount of \$89,150.00

Approval: \_\_\_\_\_  
Box Elder County Commission

Attest: \_\_\_\_\_  
Marla Young, County Clerk



Agenda Item Request Form

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

Date of meeting requested: January 8, 2025 Date form submitted: January 2, 2025

Time allotment requested:  2 min.  5 min.  10 min. Other \_\_\_\_\_

Person & Organization submitting item Scott Lyons - Community Development

Contact Information 435-734-3316

(Please include phone number)

Subject to be presented:

CPF23-03 - Mantua Corridor Preservation Fund Request

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

Reason for request:

Approval for this request

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

Administratively approved

Official Action Requested:

Final Approval

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



# AGENDA ITEM REQUEST FORM

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<b>Meeting Date:</b>	01/08/25	<b>Submitted Date:</b>	12/30/24
<b>Person and Org Submitting Item:</b>	Cory Oaks, EMS	<b>Time Requested:</b>	5 min
<b>Contact Information:</b>	coaks@boxeldercountyut.gov; 435-734-3346		
<b>Item to be Presented in:</b>	Commission Meeting		
<b>Subject to be Presented:</b>	Ninth Brain		

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**Reason for Request:**

Approval to use Ninth Brain for EMS license, and training tracking and notifications.

**Who have you contacted prior to this:**

**Official Action Requested:**

Approval to use Ninth Brain for EMS license, and training tracking and notifications.

**Has the document been approved by the County Attorney?**

Yes



**Ninth Brain Suite, LLC**  
**Elder County Fire Department**

Order Date: 1/2/2025

Subscription Contract				
Subscription	# of Accounts	Payment Plan	Yearly Investment	10% Discount with Upfront Yearly Payment
Custom Package ( Base, Education, Credentials, Forms, and Checklist) with NBS Library Plus Upgrades	30	Upfront Annual	\$3,600	\$3,240

**Special Terms:**  
 Special Terms - This is a one-year contract, with no auto-renewal.

**All Subscriptions Include:**  
 Initial and ongoing online training for administrators, scheduled at your convenience  
 Automatic free upgrade when a new version of our software is released  
 Email and toll-free client support during normal business hours (8-5 PM EST)

**Terms:** This order is governed by the terms of the Terms of Service between the parties, which terms are incorporated into this order for all purposes. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

**Elder County Fire Department**

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Ninth Brain Suite, LLC**

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_