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 June 1, 2022 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.

1. ADMINISTRATIVE / OPERATIONAL SESSION
   A. Agenda Review / Supporting Documents
   B. Commissioners' Correspondence
   C. Staff Reports

2. CALL TO ORDER 5:00 P.M.
   A. Invocation Given by: Commissioner Hadfield
   B. Pledge of Allegiance Given by: Shirlene Larsen
   C. Approve Minutes 05-18-2022

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA
   A. Formal Review of Applications

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS
   A. 5:08 Gun Range Contract #22-19 with Wildlife Federation-Alan Smart

8. ATTORNEY’S OFFICE
   A. 5:13 Resolution # 22-06 Establishing the Bereavement Employee Policy Change-Anne Hansen
   B. 5:16 Division Wildlife Resources Contract #22-20 for PILT-Anne Hansen

9. COMMISSIONERS
   A. 5:18 ERR CDBG Extension-Commissioner Summers
   B. 5:20 Tax Sale Bids that were Rejected for Being on Noncompliant Parcels-Chairman Scott
   C. 5:22 Contract #22-16 with Wiggins & Co for the Audit.-Commissioners
   D. 5:26 Willard Annexation-Commissioners

10. COMMUNITY DEVELOPMENT
    A. 5:28 Ordinance #561-Rezone from R-1-20 (Residential District-20,000 sq. ft) to C-G (General Commercial)-Scott Lyons
11. WEED DEPARTMENT
   A. 5:41 Noxious Weed Grant Contract #22-15-Wyatt Freeze

12. BUILDINGS AND GROUNDS
   A. 5:43 Discussion of Waterline and Pump House Replacement-Kirk Ward

13. HUMAN RESOURCES
   A. 5:47 Employee Work Agreement-Jenica Stander

14. WARRANT REGISTER
15. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE

16. CLOSED SESSION
17. ADJOURNMENT

Prepared and posted this 27th day of May, 2022. Mailed to the Box Elder News Journal and the Leader on the 27th of May, 2022. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 5:00 p.m.

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

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<tr>
<th>Meeting Date:</th>
<th>06-01-2022</th>
<th>Submitted Date:</th>
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<td>Subject to be Presented:</td>
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Reason for Request:

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

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

Meeting Date: 06/1/2022  Submitted Date: 05/24/2022
Person and Org Submitting Item: Anne Hansen, County Attorney’s Office
Contact Information: ext 3302
Item to be Presented in: Commission Meeting,
Subject to be Presented: Resolution establishing the Bereavement Employee Policy Change

Reason for Request:
Required by State statute.

What action have you taken/who have you contacted prior to this:
Internal policy has already been updated, the Resolution is a required formality

Official Action Requested:
Approval of the required resolution

Has the document been approved by the County Attorney?
Yes
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>Subject to be Presented:</td>
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Reason for Request:
Renewal of Contract.

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

Official Action Requested:

Has the document been approved by the County Attorney?
Jennifer Domenici  
CDBG Program Manager  
Division of Housing & Community Development  
State of Utah, Department of Workforce Services  
140 East 300 South  
Salt Lake City, Utah 84111  

May 16, 2022  

Ms. Domenici,  

I am writing on behalf of Box Elder County to request that contract #22 DWS-0145, Beehive Broadband Expansion CDBG CV, be extended for the period of December 31, 2021 through September 30, 2022. This project was identified in June of 2021 as a priority to address the urgent need for reliable high-speed internet service in Northwestern Box Elder County. The COVID-19 pandemic lead to mandatory school and workplace closures that resulted in severe challenges for remote rural residents being able to access educational and remote-workplace opportunities online.

This modification is requested for the following reasons:

- The Environmental Review Record for this project was issued on December 31st of 2021 and the final executed contract was received by Box Elder County on March 7th, 2022. The contractor, Beehive Telecommunications, was chosen as a sole-source provider due to its incumbent status as a telecommunications provider in the northwestern Box Elder County area.
- The mandatory pre-construction training with State CDBG Program staff and Beehive Telecommunications was held on March 11, 2022. However, due to labor shortages in the construction industry and slow responses to requests for services, the necessary subcontractor was not procured until May 2, 2022. Additionally, the frequent rain throughout the early spring of 2022 left soft and wet soil conditions on road shoulders, where heavy equipment would be in place while aerial fiber optic cable was hung from utility poles, and where underground conduit would be plowed adjacent to road pavement. These conditions were not suitable to begin work until May 16, 2022.
- The initial construction steps are progress, but the start date will create significant difficulties in completing the project before the June 30, 2022 deadline. With weather and availability of materials, equipment and labor permitting, construction of the network is anticipated to be completed by July 31, 2022 with the service system being activated and tested by August 31, 2022. Individual home and business connections will be ongoing as service agreements are accepted.

Thank you for your consideration of this request.

Sincerely,

Jeff Scott, Chair  
Box Elder County Commission
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>ERR CDBG Extension</td>
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Reason for Request:
Project taking longer than anticipated, with a wet spring leaving soil conditions wetter then ideal.

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

Official Action Requested:
Extend thru September 2022.

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.

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Reason for Request:

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

Official Action Requested:

Has the document been approved by the County Attorney?
May 16, 2022

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

We are pleased to confirm our understanding of the services we are to provide Box Elder County for the year ended December 31, 2021.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of Box Elder County as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Box Elder County’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Box Elder County’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis.

2) Pension related RSI

We have also been engaged to report on supplementary information other than RSI that accompanies Box Elder County’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our
Section 9, Item C.

Box Elder County
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Auditor’s report on the financial statements OR in a report combined with our auditor’s report on the financial statements:

1) Schedule of Expenditures of Federal Awards;
2) Statement of Revenues, Expenditures, and Changes in Fund Balances Budget and Actual—for any major fund per GASB 34 requirements;
3) Combining Financial Statements;
4) Individual Fund Statements
5) Nonmajor Fund Financial Statements
6) Schedule of Taxes Charges and Collected – Current and Prior Year.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor’s report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also includes reporting on—

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

- Compliance and internal control over compliance in accordance with the State Compliance Audit Guide, issued by the Office of the Utah State Auditor.

Auditor’s Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.
We will evaluate the appropriateness of accounting policies used in the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect the auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government’s ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

1) Employee turnover of key personnel and a shortage of staff.

2) Conversion to a new accounting system (Caselle)

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential
information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than from one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Box Elder County’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Box Elder County’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as be subject to audit. The purpose of these procedures will be to
express an opinion on Box Elder County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes of Box Elder County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. Additionally, you will hire an outside accounting firm to help accept responsibility on your behalf for the financial statements and any journal entries we propose.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of the financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and
completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management’s responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on May 30, 2022.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, COVID-19-related concepts, such as lost revenues, if applicable) and in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly
Box Elder County
Page 7 of 9

in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after the receipt of the auditors’ reports or nine months after the end of the audit period.

We will provide copies of our reports to the Board of County Commissioners of Box Elder County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.
Box Elder County
Page 8 of 9

Section 9, Item C.

The audit documentation for this engagement is the property of Wiggins & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to grantor agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wiggins & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the grantor agencies. If we are aware that a federal awarding agency, pass through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately May 31, 2022 and to issue our reports no later than June 30, 2022. Kolton Braegger, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that our gross fee, including expenses, will not exceed $31,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes sixty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

In the event that a dispute shall occur between the parties to this engagement letter, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of the United States Arbitration & Mediation (USA&M). The parties agree to share equally in the costs of the mediation. The mediation shall be administered by a local USA&M office to be designated by USA&M National Headquarters. Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Commissioners of Box Elder County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an
emphasize-of-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. The State of Utah report on compliance and internal control over compliance will state the results of that testing based on the requirements of Utah State laws and regulations. All reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Box Elder County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Wiggins & Co., P.C.

Acceptance:

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

Management Signature / Title  

Date

Governance Signature / Title  

Date
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

Meeting Date: 06-01-2022
Person and Org Submitting Item: Commissioners
Submitted Date: 05-23-2022
Time Requested: 2
Contact Information: 3347
Item to be Presented in: Commission Meeting,
Subject to be Presented: Contract #22-16 with Wiggins & Co for the audit.

Reason for Request:

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

Official Action Requested:

Has the document been approved by the County Attorney?
Notice of Intent to Annex

Scott Lyons, Box Elder County
Chad Montgomery, Box Elder County Recorder

The undersigned are all of the owners of the real property lying outside of the corporate limits of the Willard City, Utah, and designated as part of Willard City’s expansion area, proposed to be annexed. A Legal Description and Map of the area proposed to be annexed are attached to this notice. The undersigned hereby advise Box Elder County, Utah that it is the desire of the undersigned to commence the annexation proceedings in accordance with the Utah Code Annotated § 10-2-403. It is requested that a public meeting be held within 60 days to determine if the county will accept or reject the proposed annexation. The undersigned have simultaneously sent a copy of this Intent to Annex to the following:

Jeff Scott, Chair, Box Elder County Commission
Stephen Hadfield, Box Elder County Attorney
Bear River Health Department
Travis Mote, Willard City Mayor
Chris Davis, City Manager Willard City
Bear River Water Conservancy District
Box Elder County Mosquito Abatement District
Box Elder School District

Lew Swain
Willard Land LLC

Cliff Cole
Willard Farm Development Corp
This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of any reliance hereon.
This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

Date: 5/13/2022

Willard Land LLC Annexation to Willard

Section 9, Item D.
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

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Reason for Request:

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

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 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: tgitson@boxeldercounty.org

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

Date of meeting requested: 06-01-2022 Date form submitted: 05-25-2022

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

Person & Organization submitting item _______________________________
435-734-3316

Contact Information ______________________________________________

(Please include phone number)

Subject to be presented:
Ordinance 561 - Rezone from R-1-20 (Residential District-20,000 sq. ft) to C-G (General Commercial)

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

Reason for request:
County Commission to approve zoning amendment.

What action have you taken/Who have you contacted prior to this?
Planning Commission recommended approval on 5-19-2022.

Official Action Requested:
Final vote.

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 5:00 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

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Reason for Request:
County Commission to Approve Zoning Amendment

What action have you taken/who have you contacted prior to this:
Planning Commission recommended approval on 05-19-2022

Official Action Requested:
Final Vote.

Has the document been approved by the County Attorney?
ORDINANCE NO. 561

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING .37 ACRES LOCATED AT 7125 SOUTH HWY 89 FROM R-1-20 (RESIDENTIAL DISTRICT-20,000 SQ. FT.) TO C-G (GENERAL COMMERCIAL) ZONE.

WHEREAS, the applicant is requesting that the property described herein be zoned from R-1-20 (Residential District-20,000 sq. ft.) to C-G (General Commercial) zone; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the petition to rezone the property and amend the Box Elder County zoning map and provided notice of the public hearing by mailing notice to each affected property owner and each adjacent property owner, and each affected entity at least 10 calendar days before the public hearing, and by posting it on the county’s official website; and by publishing it on the Utah Public Notice Website at least 10 calendar days before the public hearing; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on May 19, 2022, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

WHEREAS, the Box Elder County Planning Commission, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed rezone and amendment to the zoning map is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

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

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on June 1, 2022 to review and discuss this proposed amendment; and

WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the zoning map as set forth below is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

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

SECTION 1: Zoning Map Amendment. The Zoning Map of Unincorporated Box Elder County is hereby amended by classifying the following described parcels in unincorporated Box Elder County from R-1-20 (Residential District-20,000 sq. ft.) to C-G (General Commercial) zone:
PARCEL 02-055-0046

PART SE/4 SEC 35, T 08N, R 02W SLBM. BEGINNING AT A POINT LOCATED N 87°49'17" W 1321.31 FT & N 00°48'00" E 475.95 FT & N 89°03'12" W 430.09 FT FROM SE CORNER SAID SE/4, N 05°33'15" E 163.53 FT, N 89°03'12" W 98.62 FT TO EAST R/W LINE OF STATE HWY, S 05°33’15” W ALONG SAID R/W 163.53 FT, S 89°03’12” E 98.62 FT TO POINT OF BEGINNING.

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 __________________, 2022, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Summers  Voting ______
Commissioner Scott  Voting ______
Commissioner Hadfield  Voting ______

Box Elder County Commission - Chair

Attest:

_______________________________
Marla Young
Box Elder County Clerk

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

On this __________ day of __________________, 2022, personally appeared before me, the undersigned notary public, _______________________, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the Commissioner for Box Elder County and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: _______________

_______________________________
Notary Public
ORDINANCE NO. 562

AN ORDINANCE OF BOX ELDER COUNTY AMENDING SECTION 3-2-080-2.2, MINIMUM WIDTH ALONG THE RADIUS FOR CUL-DE-SAC LOTS, OF THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.

WHEREAS, a recommendation has been made to amend the Box Elder County Land Use Management & Development Code, Section 3-2-080-2.2, Minimum Width Along the Radius for Cul-de-sac Lots; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the recommendation to amend the text of the Box Elder County Land Use Management & Development code and provided notice of the public hearing by mailing notice to each affected entity at least 10 calendar days before the public hearing, and by posting it on the County’s official website; and by publishing it on the Utah Public Notice Website at least 10 calendar days before the public hearing; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on May 19, 2022 to allow the general public to comment on this proposed text amendment; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed text amendment is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

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

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on June 1, 2022, to review and discuss this proposed amendment; and

WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the text as set forth in Exhibit B is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

NOW THEREFORE, the County legislative body of Box Elder County ordains as follows:

SECTION 1: Ordinance Text Amendment. Section 3-2-080-2.2, Minimum Width Along the Radius for Cul-de-sac Lots, of the Box Elder County Land Use Management & Development Code is hereby amended to read in its entirety as set forth in Exhibit A.

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 __________________, 2022, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Hadfield  Voting ______
Commissioner Summers  Voting ______
Commissioner Scott  Voting ______

Box Elder County Commission Chair

Attest:

Marla Young
Box Elder County Clerk

State of Utah  ss
County of Box Elder

On this __________ day of __________________, 2022, personally appeared before me, the undersigned notary public, ____________________, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the Commission Chairman for Box Elder County and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires:_______________

Notary Public
The minimum width along the radius for cul-de-sac lots in feet shall be

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<th>3-2-080-2.2</th>
<th>MU 160</th>
<th>MU 80</th>
<th>MU 40</th>
<th>A 20</th>
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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: 06-01-2022
Person and Org Submitting Item: Scott Lyons Community Development
Contact Information: 435-734-3316
Item to be Presented in: Commission Meeting
Subject to be Presented: Ordinance 562

Reason for Request:
Final Vote for this Ordinance

What action have you taken/who have you contacted prior to this:
Planning Commission recommends Approval

Official Action Requested:
Final Vote

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 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

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

Date of meeting requested: June 1, 2022 Date form submitted: May 26, 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:
Ordinance 562

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

Reason for request:
Final Vote for this Ordinance

What action have you taken/Who have you contacted prior to this?
Planning Commission Recommends Approval

Official Action Requested:
Final Vote

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 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: tgf@boxeldercounty.org

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<td>10 min.</td>
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<td>435-734-3316</td>
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Subject to be presented:
Brown Estates 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 approve the subdivision.

Official Action Requested:
Motion.

Has the document been approved by the County Attorney? Yes ☐ No ☐
AGENDA ITEM REQUEST FORM

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Reason for Request:
Small Subdivision’s require final approval by the County Commission

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

Official Action Requested:
Motion.

Has the document been approved by the County Attorney?
Section 10, Item D.

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: tgibson@boxeldercounty.org

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

Date of meeting requested: June 1, 2022 Date form submitted: May 26, 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:

RWH Subdivision

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

Reason for request:

Final Approval for this subdivision

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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<td>Subject to be Presented:</td>
<td>RWH Subdivision</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reason for Request:

Final Approval for this subdivision

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?
May 20, 2022

Re: Application Z22-006
Zwick Text Amendment

To whom it may concern,

At their meeting on May 19 2022, the Planning Commission forwarded a recommendation of denial to the County Commission for a text Amendment to Article 5, Exhibit A, Road Standards, to allow up to three or four homes on the #1 Road Section.

The County Commission will hold a public meeting regarding the proposed Text Amendment on June 1, 2022 at 5:00 PM in the Commission Chambers at the Historic Courthouse (room 23).

If you have any questions regarding this application, please contact this office at 435-734-3316.

Sincerely,

Scott Lyons
Community Development Department
01 South Main Street
Brigham City, Utah 84302
(435) 734-2634 Fax: (435) 734-2728
www.boxeldercounty.org

PLANNING COMMISSION
STAFF REPORT

Meeting Date: May 19, 2022
Agenda Item #: 5b

Application Type:
Ordinance Text Amendment

APPLICANT(S):
Ronald Zwick

PROJECT #:
Z22-006

ORDINANCE:
Article 5, Exhibit A, Road Standards

TYPE OF APPLICATION:
Legislative

REPORT BY:
Scott Lyons,
Comm. Dev. Director

BACKGROUND

UPDATE: The County Road Supervisor will be providing a review and also be in attendance at the meeting.

The applicant is proposing a change to the Box Elder County Road Standards. He is requesting that the “#1 Road Section” be amended to allow up to three or four homes on this standard of road.

The “#1 Road Section” is the County’s minimum residential access. It is a 30-foot right-of-way consisting of a 20-foot road and five-foot drainage swales on each side of the road. The county currently only allows up to two homes on this road section. A third home would trigger the #2 or #3 Road Section. As opposed to describing them as well, I will insert a cross-section of the road standards below.

Additional information that is relevant is that the County Road Supervisor has recently begun the process of updating the County Road Standards. The possibility of increasing the number of homes allowed on a 30-foot right-of-way has been discussed. Understanding that there are pros and cons to everything, the draft updates have not fully addressed this yet.

The current and draft standards do state that any road on a 30-foot right-of-way is a private road/driveway and not public infrastructure.

ANALYSIS

County Code:
Land Use Management & Development Code 2-2-080.C allows an affected landowner to initiate proposed amendments to the text of the Box Elder County Land Use Management & Development Code. These amendments are decided upon by the County Commission with a recommendation from the Planning Commission.

Land Use Ordinance Standards Review:
Box Elder County Land Use Management & Development Code section 2-2-080 outlines the following standards for review for zoning text amendments.

A. Whether the proposed amendment is consistent with goals, objectives and policies of the County’s General Plan;
The General Plan doesn’t address minor roads like this specifically. It does address larger roads and the benefits of connectivity.

B. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
   This text amendment would apply to all areas of unincorporated Box Elder County.

C. The extent to which the proposed amendment may adversely affect adjacent property; and
   The proposed amendment would likely have little affect on adjacent property. Whether the affect is adverse is likely subjective and up to adjacent property owners. The public hearing process may shed additional light on this subject.

D. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.
   The proposed text amendment would place some added demand on facilities and services as it would allow additional development on existing “#1 Road Section” roads and would also allow three to four lot developments to proceed more easily than previously.

FINDINGS:

Based on the analysis of the ordinance text amendment application, staff concludes the following:

1. The Box Elder Land Use Management and Development Code does allow for ordinance text amendments subject to review procedures and approval by the County Commission with a recommendation from the Planning Commission.

2. The Planning Commission will need to determine if this application meets the standards in Section 2-2-080.

RECOMMENDATION

Based on the information presented in this report, application materials submitted and a review of areas, staff recommends the Planning Commission forward a recommendation to the County Commission. As this is a legislative decision additional information may be taken into account such as public input, resident preferences, private property rights, economic considerations, etc.

If a recommendation of approval is forwarded to the County Commission staff recommends it be subject to the following conditions:

1. Compliance with Article 5 of the Box Elder County Land Use Management & Development Code.

2. Compliance with Article 2-2-080, Zoning Map and Text Amendments, of the Box Elder County Land Use Management & Development Code.

3. Compliance with all applicable County, State, and Federal laws regulating the proposed use, including all current licenses, permits, etc.
MODEL MOTIONS

Approval – “I move the Planning Commission forward a recommendation of approval to the County Commission, application number Z22-006, an ordinance text amendment adopting the conditions and findings of the staff report, and as modified by the conditions below:
1. List any additional conditions....

Table – “I move the Planning Commission table the review of application number Z22-006, an ordinance text amendment to (give date), based on the following findings:”
1. List reasons for tabling the item, and what is to be accomplished prior to the next meeting date...

Denial – “I move the Planning Commission forward a recommendation of denial to the County Commission, application number Z22-006, an ordinance text amendment based on the following findings:”
1. List findings for denial...

Please feel free to contact Scott Lyons at 435-734-3316 if you have any questions.

#1 ROAD SECTION

MINIMUM RESIDENTIAL ACCESS, PRIVATE ROAD AND PRIVATE DRIVEWAY (SERVING 1 OR 2 LOTS) FOR DRIVEWAYS OVER 150' LONG

NOTE:
1. THIS GRAVEL BASE COURSE THICKNESS SHALL BE CONSIDERED AS THE COUNTY STANDARD, BUT MAY BE INCREASED BY THE COUNTY ENGINEER WHEN A GREATER DEPTH IS NECESSARY, OR FABRIC ADDED IF IN WET AREAS, TO PROVIDE SUFFICIENT STABILITY. DESIGNER AND / OR DEVELOPER MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN BASED ON A DETAILED SOILS ANALYSIS FOR APPROVAL BY THE COUNTY ENGINEER WHICH MAY MODIFY THE ROAD THICKNESS, BUT IN NO CASE SHALL THE GRAVEL BASE COURSE BE LESS THEN 4”. PRIVATE DRIVEWAYS OVER 150’ IN LENGTH NEED TO BE DESIGNED TO CARRY HS-20 TRAFFIC LOADS. IT IS ALSO ACCEPTABLE FOR THE DEVELOPER TO SUBMIT A DESIGN FOR THE ROAD AND CERTIFY IT FOR REVIEW BY THE COUNTY ENGINEER.
2. FIRE MARSHAL MAY CHANGE DESIGN BASED ON AVAILABLE FIRE FLOW.
Section 10, Item E.

COMMUNITY DEVELOPMENT
01 South Main Street
Brigham City, Utah 84302
(435) 734-2634  Fax: (435) 734-2728
www.boxeldercounty.org

#2 ROAD SECTION
STANDARD GRAVEL PUBLIC ROAD
APPLIES WHERE LOTS ARE 1 ACRE OR LARGER

60.0' RIGHT-OF-WAY

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

WHERE COBBLE 4 TO 10" NOM. DL 315-ST FABRIC
4:1 SLOPE TYP.

4:1 SLOPE
TYP. IN SWALES

3:1 SLOPE
TYP. IN SWALES AT DRIVEWAYS

15" RCP IN DRIVEWAY MINIMUM (TYP.)

2% SLOPE

2% SLOPE

8" GRAVEL BASE COURSE PER UDOT 3/4" OR 1" GR
6" OF 3" MINUS GRANULAR FILL

NOTE:
1. A #2 ROAD SECTION CAN BE USED IF CONTINUOUS NEW SUBDIVISION LOTS ARE FACING ON AN EXISTING COUNTY ROAD THAT IS NOT PAVED.
2. A #2 ROAD CAN BE USED IF A NEW SUBDIVISION IS 3 LOTS OR MORE, IS CREATING A NEW ROAD, AND IS ADJACENT TO AN EXISTING UNPAVED COUNTY ROAD WHERE THERE ARE NO COUNTY ROAD PLANS TO PAVE WITHIN THE NEXT 3 YEARS.
3. SUBDIVISION LOTS TO BE 1 ACRE OR LARGER.

#3 ROAD SECTION
STANDARD PAVED PUBLIC ROAD

60.0' RIGHT-OF-WAY

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

WHERE COBBLE 6" TO 10" NOM.
"GEOTEX" 315-ST APPROVED EQUIVALENT IN SWALES

4:1 SLOPE
TYP. IN SWALES

3:1 SLOPE
TYP. IN SWALES AT DRIVEWAYS

15" RCP IN DRIVEWAY MINIMUM (TYP.)

2% SLOPE

2% SLOPE

SEAL COAT AFTER 1 YEAR CHIPS & SEAL OR TYPE III SLURRY
3" BITUMINOUS SURFACE COURSE PER UDOT 3/4"
8" GRAVEL BASE COURSE PER UDOT 3/4" OR 1" GR

IF GEOTEXTILE FABRIC IS REQUIRED ON SUBGRADE,
USE "GEOTEX" 315-ST OR APPROVED EQUAL COMPACTED SUB-BASE

NOTE:
1. A #3 ROAD SECTION WILL BE USED WHEN A NEW SUBDIVISION ROAD IS CONSTRUCTED ADJACENT TO EXISTING PAVED ROADS.
2. A #3 ROAD SECTION WILL BE USED WHEN A NEW SUBDIVISION ROAD IS CONSTRUCTED ADJACENT TO AN EXISTING UNPAVED COUNTY ROAD, IS WITHIN 1/2 MILE OF AND EXISTING PAVED ROAD, AND THE COUNTY HAS PLANS TO PAVE THE CONNECTING ROAD WITHIN THE NEXT 3 YEARS.
3. SUBDIVISION LOTS TO BE 1 ACRE OR LARGER.
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

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>06-01-2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submitted Date:</td>
<td>05-26-2022</td>
</tr>
<tr>
<td>Person and Org Submitting Item:</td>
<td>Scott Lyons Community Development</td>
</tr>
<tr>
<td>Time Requested:</td>
<td>5 min</td>
</tr>
<tr>
<td>Contact Information:</td>
<td>3316</td>
</tr>
<tr>
<td>Item to be Presented in:</td>
<td>Commission Meeting,</td>
</tr>
<tr>
<td>Subject to be Presented:</td>
<td>Ordinance Text Amendment- Proposal to Change 31 Road Standard</td>
</tr>
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</table>

Reason for Request:

Legislative action required. County commission is legislative body.

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

Review by staff. Public hearing at planning commission. Recommendation to deny by planning commission.

Official Action Requested:

motion

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 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: tgbison@boxeldercounty.org

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

Date of meeting requested: 6/1/22 Date form submitted: 5/26/22

Time allotment requested: □ 2 min. ✔ 5 min. □ 10 min. Other □


Contact Information: 3316

(Please include phone number)

Subject to be presented:
Ordinance Text Amendment - Proposal to change #1 road standard

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

Reason for request:
Legislative action required. County Commission is legislative body.

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

Official Action Requested:
Motion.

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 5:00 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

Meeting Date: 06-01-2022  
Submitted Date: 05-17-2022  
Person and Org Submitting Item: Wyatt Freeze  
Time Requested: 2  
Contact Information: wfreeze@boxeldercounty.org  
Item to be Presented in: Commission Meeting,  
Subject to be Presented: Noxious Weed Grant Contract #22-15-Wyatt Freeze

Reason for Request:
Signatures for Grant Contract

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

Official Action Requested:
Signatures

Has the document been approved by the County Attorney?
General Purpose of the Contract:
Authority: Noxious Weed Act, Chapter 17 SAE 4443 7303
Cooperative control of noxious weeds and invading weeds through USDA Forest Service Grant Money.

Scope of Work:
Box Elder County agrees to complete the following work as proposed:
• Continue efforts to monitor and control all EDDMaps points and mapped locations of projects/specified high priority weeds. Current EDDMaps photo projects that have been implemented will continue to be updated.

• Continue to work with the Bear River Canal Co. personnel to monitor for goatsrue in the County’s extensive canal system, as well as hold a cooperative spray day along the Bear River with Forestry, Fire, and State Lands and Cache County Weed Department.

• Plan and implement a Cooperative Spray Day and project for Elongated Mustard near the Cache and Box Elder County boundary including Franklin and Oneida County Weed Departments.

• Continue to monitor and map the Spotted Knapweed which is being treated by UDOT from the Idaho state line to Riverside along the I-15 right-of-way.

• Maintain the Weed Department fair booth at the Box Elder County Fair held in late August. Educational opportunities are plentiful at this event.

• Work will continue to control noxious weeds in the major gravel pits which border the USFS on the western edge of the Wellsville Mountains Wilderness Area.

• Continue to monitor and treat all of the outlying points from this project’s SIIPA analysis and mapping tool, as well as marking in EDDMaps any new locations.

UWSA funds will be used only for projects on state, local or private lands, excluding all Federal lands.

If publications are produced using grant funding, the UWSA must be contacted for additional documentation. The USDA Forest Service must be given credit on any publication.

Budget:
Box Elder County agrees to comply with the following use of grant funds, not varying more than 10 percent per category. If it appears the project use of funds or costs will vary more than 10 percent and a new budget is required, the Utah Weed Supervisor’s Association must approve the changed budget before changed costs are incurred.
This project is funded through a grant from the USDA Forest Service. The U.S. Department of Agriculture Forest Service prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status (not all prohibited bases apply to all programs).

<table>
<thead>
<tr>
<th>Qualifying Expenses</th>
<th>Explanation</th>
<th>Requested Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td>Milestone, 2 4-D, LV6, Picloram, Garlon 3A, Surfactants (Jackhammer, Trend,)</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Supplies (Biocontrol, seed, fertilizer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Sprayers, emergency maintenance, education materials, insectary supplies)</td>
<td>Noxious Weed Books, Noxious Weed Brochures, Noxious Weed Calendars, Printing &amp; Mailing materials</td>
<td>1,000</td>
</tr>
</tbody>
</table>

Total Amount Awarded $14,500.00

Grant funds may not be used to purchase food or to rebuild equipment.

Financial Administration and Reporting:
The fiscal agent may provide the Utah Weed Supervisors Association with intermittent reports and invoices, as work progresses. Using intermittent reports, reimbursements may be requested monthly. All such requests must be sent by the third Friday of the month.

A final report is required, and is due before November 1, 2022. The reports will consist of a completed form, reimbursable receipts, and matching documentation, before and after photographs of the project and a link to EDDMaps where project GIS data is posted. Send all documentation in a digital format, by email. Send all information by email to <rosann@etv.net>. Send any necessary hard copy to Rosann Fillmore, P.O. Box 429, Orangeville, UT 84537

To assist with record keeping, an example in-kind log and expenditure tracking sheet is enclosed. Similar documentation and copies of invoices clearly marked as UWSA reimbursable costs or matching costs must accompany all requests for reimbursement. (See examples.)

The Utah Weed Supervisors (UWSA):
The UWSA agrees to reimburse Box Elder $14,500.00 for treatment costs authorized by this contract after receiving the necessary reports (quarterly cost-share numbers, treated acres, reimbursement requests and annual and final reports).
The contractor will only be able to receive 75% of the grant amount until the final grant report has been submitted.

The UWSA also agrees to submit an annual report of the grantee’s activities funded by this grant to the USDA Forest Service.

**Contract Period:**
*Effective date:* Date of the award notification  
*Termination date:* November 1, 2022

**IN WITNESS WHEREOF THE PARTIES SIGN AND CAUSE THE CONTRACT TO BE EXECUTED:**

Print Name of CWMA Chair  
Or County Commission Chair  
Signature  
Date

Print Name of Fiscal Agent Chair  
Signature  
Date

Print Name of UWSA Chair  
Signature  
Date
DOCUMENT 00 52 00
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Box Elder County ("Owner") and ("Contractor").

Owner and Contractor

ARTICLE 1 – WORK
1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Landfill Waterline and Pump House Replacement Project.

ARTICLE 2 – THE PROJECT
2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Installing new 2" water service from Highway 83 up to the Little Mountain Landfill, include the construction of a new pump house.

ARTICLE 3 – ENGINEER
3.01 The part of the Project that pertains to the Work has been designed by Jones & Associates Consulting Engineers.

3.02 The Owner has retained Jones & Associates Consulting Engineers ("Engineer") to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES
4.01 Time of the Essence
   A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days
   A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 days following the date of Substantial Completion.

4.03 Liquidated Damages
   A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any
extensions thereof allowed in accordance with the Contract. The parties also recognize the
delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the
actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of
requiring any such proof, Owner and Contractor agree that as liquidated damages for delay
(but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $150 for each day that expires
after the time (as duly adjusted pursuant to the Contract) specified in Paragraph
4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall
neglect, refuse, or fail to complete the remaining Work within the Contract Times (as
duly adjusted pursuant to the Contract) for completion and readiness for final
payment, Contractor shall pay Owner $150 for each day that expires after such time
until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final
completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract
Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the
General Conditions. Applications for Payment will be processed by Engineer as provided in
the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of
Contractor’s Applications for Payment on or about the 30th day of each month during
performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such
Applications for Payment have been submitted in a timely manner and otherwise meet the
requirements of the Contract. All such payments will be measured by the Schedule of
Values established as provided in the General Conditions (and in the case of Unit Price
Work based on the number of units completed) or, in the event there is no Schedule of
Values, as provided elsewhere in the Contract.

1. Prior to Final Completion, progress payments will be made in an amount equal to the
percentage indicated below but, in each case, less the aggregate of payments
previously made and less such amounts as Owner may withhold, including but not
limited to liquidated damages, in accordance with the Contract.
a. Ninety-five (95) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.

2. Performance bond.

3. Payment bond.

4. General Conditions (pages 1 to 73, inclusive).

5. Supplementary Conditions.


7. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: ___.

8. Addenda (numbers ___ to ___, inclusive).

9. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.
   d. Field Orders.
B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of
Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

[continued on next page]
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ___ (which is the Effective Date of the Contract).

OWNER: BOX ELDER COUNTY

By: __________________________
Title: ________________

Attest: _________________________
Title: ________________

Address for giving notices:

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

CONTRACTOR: L&M Farm Industries Inc.

By: __________________________
Title: ________________

Attest: _________________________
Title: ________________

Address for giving notices:

1893 Black Rock In.
Grace, ID 83241

License No.: 1055123-5501
(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1454
Farm Insurance Brokerage Co Inc
c/o Rhett Price
240 S Main St
Soda Springs, ID 83276-5012

INSURED
L & M Farm Industries Inc
1893 Black Rock Ln
Grace, ID 83241-5023

<table>
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<tr>
<th>COVERAGES</th>
<th>CERTIFICATE NUMBER:</th>
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<td>GENERAL LIABILITY</td>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>CLAIMS-MADE</td>
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GENL AGGREGATE LIMIT APPLIES PER:
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<th>POLICY</th>
<th>PROJECT</th>
<th>LOC</th>
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AUTOMOBILE LIABILITY

ANY AUTO

ALL OWNED AUTOS
SCHEDULED AUTOS
NON-OWNED AUTOS

HIRED AUTOS

UMBERLLA LIAB

EXCESS LIAB

DED REVERSION $ D

WORKERS COMPENSATION, AND EMPLOYEES' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under DESCRIPTION OF OPERATIONS below

X WC STATUTORY LIMITS OTHER

Y/N 624087 01/01/2022 01/01/2023

E.L. EACH ACCIDENT $ 100,000
E.L. DISEASE - EA EMPLOYEE $ 100,000
E.L. DISEASE - POLICY LIMIT $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
BOX ELDEN COUNTY UTAH
1 SOUTH MAIN ST
BRIGHAM CITY, UTAH 84302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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: t gibson@box elder county.org

Meeting Date: 06-01-2022  Submitted Date: 05-25-2022
Person and Org Submitting Item: Codey Illum  Time Requested: 2

Contact Information: 3379

Item to be Presented in: Commission Meeting,
Subject to be Presented: Waterline and Pump House Replacement Contract 22-18-Codey Illum

Reason for Request:

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

Official Action Requested:

Has the document been approved by the County Attorney?
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<table>
<thead>
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<th>Meeting Date:</th>
<th>06-01-2022</th>
<th>Submitted Date:</th>
<th>05-26-2022</th>
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<tr>
<td>Person and Org</td>
<td>Jenica Stander</td>
<td>Time Requested:</td>
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<td>Submitting Item:</td>
<td>Human Resources</td>
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<td>Contact Information:</td>
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<td>Item to be Presented in:</td>
<td>Commission Meeting,</td>
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<tr>
<td>Subject to be Presented:</td>
<td>Employee Work Agreement</td>
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