

**MINUTES  
BOX ELDER COUNTY COMMISSION  
SEPTEMBER 4, 2024**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 4:45 p.m. on **September 4, 2024**. The following members were present:

Lee Perry	Chairman
Boyd Bingham	Commissioner
Marla R. Young	Clerk

Excused: Stan Summers Commissioner

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 4:50 p.m.

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

Lee Perry	Chairman
Boyd Bingham	Commissioner
Marla Young	County Clerk

Excused: Stan Summers Commissioner

The prayer was offered by Chairman Perry.

The Pledge of Allegiance was led by Treasurer Shaun Thornley.

**APPROVAL OF MINUTES**

The minutes were postponed to the next meeting.

**ATTACHMENT NO. 1 - AGENDA**

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

**Commission Meeting Schedule Changes - Chairman Perry**

Chairman Perry stated they need some changes to the Commission meeting schedule on the next agenda.

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

There were no Former Agenda Items discussed.

**EMERGENCY MANAGEMENT ISSUES**

There were no Emergency Management Items discussed.

**ARPA/LATCF**

There were no ARPA/LATCF items discussed.

**PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

**Partial Waiver of Large Exhibit Building and Fee Waiver for Museum Building-Tammy Berry**

Tammy Berry, Miss Wilderness Circuit Director, and Attendant Olivia Favero gave an overview of the Miss Wilderness Circuit program. They read a letter from the 2024 reigning queen Morgan Perkins thanking the county for the use of the fairgrounds. They asked the Commission for a partial fee waiver for the home arts and museum buildings.

Commissioner Bingham asked about insurance.

Tammy Berry stated the insurance requirements have been met.

**MOTION:** Commissioner Bingham made a motion to grant a partial waiver of the fairgrounds facilities for the Miss Wilderness Circuit event. The motion was seconded by Chairman Perry.

The motion carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

**Annual Review of the State Budget for the Children’s Justice Center-Sterling Marx**

Sterling Marx, Director of the Children’s Justice Center, presented the annual review of the state budget. The legislature has provided more funds for victim services which helps with training for employees.

**MOTION:** Commissioner Bingham made a motion to approve the Amended State Budget Contract #24-33 for the Children’s Justice Center. The motion was seconded by Chairman Perry. The motion carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

**ATTACHMENT NO. 2 - State Budget for the CJC**

**ASSESSOR'S OFFICE**

**Discuss Property Tax Issue on Parcel #03-030-0011 now as Parcel 03-030-0050-Cindy Gibbons**

Cindy Gibbons explained she purchased some property from her father in 2015 and has been paying taxes on 2.71 acres. They changed the property from a trust in 2024 and the tax notice showed only .75 acres. She said there is confusion with the recorded deed history.

The Commissioners recommended sitting down with all the offices involved and go over the records and figure out any mistakes and the taxes.

**ATTORNEY'S OFFICE**

**MOU #24-36 Outlining the Agreement and Cooperation of Box Elder County, Cache County, Rich County, Bear River Health Department and Bear River Mental Health in the Restructuring of the Local Health Department into a Multicounty United Health Department-Anne Hansen**

Attorney Stephen Hadfield explained MOU #24-36 is an agreement with Box Elder County, Cache County, and Rich County and the Health Department and Mental Health Department to restructure to be in compliance.

**MOTION:** Commissioner Bingham made a motion to approve MOU #24-36. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

**ATTACHMENT NO. 3 - MOU #24-36**

**CLERK'S OFFICE**

**Ratify Signatures on Beer License Consent Form for Fast Stop 1119 Inc. in South Willard-Marla Young**

Clerk Marla Young stated the Trigon convenience store was sold and is now Fast Stop 1119 Inc. A new beer license was issued and signed off by Sheriff Potter and Chairman Perry. When a business changes names, the license has to be done quickly. She asked the Commission to ratify the signatures on the Beer License Consent Form.

**MOTION:** Commissioner Bingham made a motion to ratify the signatures on the Beer License Consent Form. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

**COMMUNITY DEVELOPMENT**

**Ordinance #600- Section 2-1-050: Land Use Authority Amendment-Scott Lyons**

Community Development Director Scott Lyons explained Ordinance #600 amends Section 2-1-050 of the Land Use Management Code regarding the duties and responsibilities of the Land Use Authority or Planning Commissioners. They have placed a minimum number of meetings required to attend and reviewed annually.

**MOTION:** Commissioner Bingham made a motion to adopt Ordinance #600. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

**ATTACHMENT NO. 4 - Ordinance #600**

**Ordinance #601-Text Amendment-Scott Lyons**

Community Development Director Scott Lyons explained Ordinance #601 was presented at the Planning Commission meeting. A public hearing was held with no public comment. The ordinance would remove A1/2 zones. Any property zoned A1/2 currently will stay in that zone until a request is made to change it. The Planning Commission has sent a recommendation of approval.

**MOTION:** Commissioner Bingham made a motion to approve Ordinance #601. The motion was seconded by Chairman Perry. The motion passed on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

**ATTACHMENT NO. 5 - Ordinance #601**

**Ordinance #602 - Riverside Right of Way Vacation-Scott Lyons**

Community Development Director Scott Lyons stated a public hearing was held in the last Commission meeting on the Riverside Right of Way Vacation. Staff was directed to prepare the necessary ordinance. All neighbors requested the alleyway be vacated.

**MOTION:** Commissioner Bingham made a motion to adopt Ordinance #602. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

**ATTACHMENT NO. 6 - Ordinance #602**

**Wedding Venue Rezone- RR-20 (Rural Residential 20,000 sq. ft.) to C-N (Commercial Neighborhood)-Scott Lyons**

Community Development Director Scott Lyons stated they received a request to rezone from an RR-20 to a C-N zone. There was a public hearing held at the Planning Commission meeting in August. Some spoke in favor and some were opposed. There were concerns of vandalism, crowds, and parking as it would be a wedding venue. The Planning Commission recommended denial based on it not meeting some of the standards set in the Land Use Management Code.

**MOTION:** Commissioner Bingham made a motion to follow the recommendation of the Planning Commission and deny the request. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

**ROAD DEPARTMENT**

**Gravel Lease Agreement #24-29 with Bruce Pugsley-Darin McFarland**

Road Department Supervisor Darin McFarland explained Agreement #24-29 is with Bruce Pugsley of Park Valley for gravel. It will assist in fresh road base and gravel for projects in the Park Valley area.

Attorney Stephen Hadfield stated there still are a couple of things they are waiting for the agreement to be complete.

**MOTION:** Commissioner Bingham made a motion to approve Agreement #24-29 with the proposed changes requested by the County Attorney's Office. The motion was seconded by Chairman Perry. The motion passed on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

**ATTACHMENT NO. 7- Agreement #24-29**

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

DeAnna Hardy of Brigham City stated the Box Elder Commission meetings are a brief summary, however the minutes are stating things she didn't say. She said the Committee of Liberty wants the minutes to state the truth of what is said. She said she submits written comments and there is a video record. Regarding elections, we are not an administrative state. This is not how a republic form of government is to function. When any county representative, City or County Attorney see that the US Congress or the Utah Legislature has violated our US Constitution or Utah Constitution, it's your duty and responsibility to stand as a check and balance on any usurpation of powers not delegated. The election should be handled on a county basis with local polling locations to protect each voter's right to a secret ballot. Voting by mail is not a secret ballot. The elections have become corrupt by denying the citizens the right to a secret ballot and denying the citizens the right to audit the entire election.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 124428 through 124512 in the amount of \$965,013.15, and claim numbers 124422 through 124427 and claim numbers 124513 through 124561 in the amount of \$671,490.64, with voided claim numbers 124098,124230,124230,124211,119088, and 119297 and claim numbers 124562 through 124611 in the amount of 718,982.13 with voided claim numbers 122011,119063, and 119580.

**PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS**

Employee Name:	Department:	PA Type:	Effective Date:
BRONSON, KELTON	SHERIFF'S OFFICE	SEPARATION	09/03/2024
WARNER, BRIGHAM	WEED DEPARTMENT	SEPARATION	08/28/2024
THURGOOD-JOHNSON, JULIE	FAIR	VOLUNTEER	08/23/2024
NELSON, ALLISON	FAIR	VOLUNTEER	08/21/2024
TOONE, HAILEE	FAIR	VOLUNTEER	08/21/2024
ANDERSON, THOMAS	AUDITOR	SEPARATION	08/23/2024
BENNETT, LEIGH ANNE	FAIR	VOLUNTEER	08/14/2024
STEVENSON, TIFFANY	FAIR	VOLUNTEER	08/21/2024
CARBINE, ASHLEE	FAIR	VOLUNTEER	08/21/2024
CRAGUN, BRYSON	WEED DEPARTMENT	SEPARATION	08/15/2024
PEREZ, RIBAY	SHERIFF'S OFFICE	NEW HIRE	09/03/2024
WEBSTER, LARRY	FIRE	SEPARATION	08/26/2024

**CLOSED SESSION**

There was not a closed session.

**ADJOURNMENT**

A motion was made by Commissioner Bingham to adjourn. Chairman Perry seconded the motion, and the meeting adjourned at 5:42 p.m.

**ADOPTED AND APPROVED** in regular session this 18th day of September 2024.


  
\_\_\_\_\_  
Lee Perry, Chairman

  
\_\_\_\_\_  
Boyd Bingham, Commissioner

\_\_\_\_\_  
Stan Summers, Commissioner

ATTEST:



  
\_\_\_\_\_  
Marla R. Young, Clerk





## COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Wednesday, September 04, 2024 at 5:00 PM

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### AGENDA

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday September 4, 2024 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: Chairman Perry
- B. Pledge of Allegiance Given by: Treasurer Shaun Thornley
- C. Approve Minutes August 14, 2024

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

#### 4. FORMER AGENDA ITEMS

#### 5. EMERGENCY MANAGEMENT ISSUES

#### 6. ARPA/LATCF

#### 7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 5:08 Partial Waiver of Large Exhibit Building and Fee Waiver for Museum Building-Tammy Berry
- B. 5:14 Annual Review of the State Budget for the Children's Justice Center-Sterling Marx

#### 8. ASSESSOR'S OFFICE

- A. 5:20 Discuss Property Tax Issue on Parcel #03-030-0011 now as Parcel 03-030-0050-Cindy Gibbons

#### 9. ATTORNEY'S OFFICE

- A. 5:25 MOU #24-36 Outlining the Agreement and Cooperation of Box Elder County, Cache County, Rich County, Bear River Health Department and Bear River Mental Health in the Restructuring of the Local Health Department into a Multicounty United Health Department-Anne Hansen

#### 10. CLERK'S OFFICE

- A. 5:30 Ratify Signatures on Beer License Consent Form for Fast Stop 1119 Inc. in South Willard-Marla Young

**11. COMMUNITY DEVELOPMENT**

- A. 5:32 Ordinance #600- Section 2-1-050: Land Use Authority Amendment-Scott Lyons
- B. 5:34 Ordinance #601-Text Amendment-Scott Lyons
- C. 5:36 Ordinance #602 - Riverside Right of Way Vacation-Scott Lyons
- D. 5:38 Wedding Venue Rezone- RR-20 (Rural Residential 20,000 sq. ft.) to C-N (Commercial Neighborhood)-Scott Lyons

**12. ROAD DEPARTMENT**

- A. 5:40 Gravel Lease Agreement #24-29 with Bruce Pugsley-Darin McFarland

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

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

**14. WARRANT REGISTER**

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

**16. CLOSED SESSION**

**17. ADJOURNMENT**

Prepared and posted this 30th day of August, 2024. Mailed to the Box Elder News Journal and the Leader on the 30th of August, 2024. 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.



# STATE OF UTAH CONTRACT AMENDMENT

AMENDMENT # 3 To CONTRACT # 230348

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah Attorney General's Office referred to as State Entity and, Box Elder County, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2022 (Original starting date)

6/30/2027 (Current ending date)

6/30/2027 **new ending date**

2. **Contract amount:**

\$241,574.98 (Current contract amount)

\$176,895.00 (Amendment amount)

\$418,469.98 **new contract amount**  
add current amount to amendment amount

3. **Other changes:** (attach other sheets if necessary):

Please see attached revisions to Scope of Work  
Please update commodity code to: 54005005002

4. **Effective Date of Amendment:** 07/01/2024

All other conditions and terms in the original contract and previous amendments remain the same.

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

**CONTRACTOR**

**STATE**

Lee Perry 9-4-24  
Contractor's signature Date

\_\_\_\_\_  
Agency's signature Date

Lee Perry Commission chair  
Type or Print Name and Title

NA, Contractor is Gov't Entity  
Director, Division of Purchasing Date

Tracey Tabet Agency Contact Person      801 281-1202 Telephone Number      \_\_\_\_\_ Fax Number      ttabet@agutah.gov Email

**5. Mental Health: The CJC shall:**

- a. Provide information to caregivers and make referrals to behavioral health providers qualified to conduct evidence-based, trauma-focused services for children, in accordance with local county referral and procurement policies.
- b. Promote and implement the Care Process Model for Pediatric Traumatic Stress with each caregiver.
- c. Ensure that all behavioral health providers utilized by the CJC—whether through employment, active contract, or linkage agreement—and all providers listed on your referral list engage in consultation calls with an expert in the field at least four (4) times a year. Centers shall consult with the Program Mental Health Specialist regarding expert qualifications and program opportunities.
- d. To utilize state dollars to cover treatment costs for a child under said contracts, CJs shall ensure a standardized treatment plan is in place prior to clinical intervention. This plan must include:
  - (1) a client-centered goal/objectives for treatment;
  - (2) evidence-based and trauma-focused modality/interventions;
  - (3) anticipated length of treatment with review date; said treatment plans are subject to audit for compliance.
- e. For contracted mental health providers, **State funds** are preauthorized for the following expenses associated with child abuse victims, as defined in Utah Code Annotated §67-5b(101) and served by a CJC:
  - i. Biopsychosocial behavioral health or psychological assessments, up to (120) minutes;
  - ii. Up to (25) sessions per child primary victim (hereinafter "child"), either conjoint or time spent alone with child or parent up to (90) minutes in total on one (1) day;
  - iii. No-show appointments; and
  - iv. Time spent at case review and MDT meetings;
- f. Preauthorized rates for above-referenced services provided by contract providers are:
  - i. \$81.25 per hour (60) minutes for a minimum of (50) minutes of clinical intervention (hereinafter "therapy"); should be prorated for any time spent in therapy that exceeds (50) minutes and up to (90) minutes, up to (25) sessions per client;
  - ii. \$200 for a clinical assessment, one (1) per client;
  - iii. \$30 for a no-show, up to three (3) per client; and
  - iv. \$50 per hour for (60) minutes of consultation and attendance at case review;
- g. CJC may seek prior written approval of a higher hourly rate for services from the Program's Mental Health Services Specialist by submitting: (1) a resume or CV for each contracted behavioral provider whose rate exceeds \$81.25 per hour; (2) documented prior instances where a similar rate has been paid to the contracted behavioral health provider; and (3) any other important information, such as proof of advanced experience in the contracted behavioral health provider's subject area.
- h. CJC may seek prior written approval for additional sessions, beyond the preauthorized (25) sessions; CJC requests should be made in consultation with the contracted behavioral health provider to offer justification for additional sessions; the Program's Mental Health Services Specialist will review said requests on a case-by-case basis;
- i. Payment of rates exceeding preauthorized rates, exceeding preauthorized number of sessions, and other mental health services not expressly identified here and without prior written approval from the Program's Mental Health Services Specialist may be denied for reimbursement. Including but not limited to, services for MDT members, secondary victims, services for adults, etc.
- j. Notwithstanding other contract terms, the Program may amend its preauthorized rates for this contract by written notification to CJC; said notification will constitute an amendment without the CJC's signature; amendment rates will become effective (15) days after written notification.
- k. For any specific matters not addressed in this contract, please consult with the Program Mental Health Specialist.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN BOX ELDER COUNTY, CACHE COUNTY, RICH COUNTY, BEAR RIVER  
HEALTH DEPARTMENT AND BEAR RIVER MENTAL HEALTH SERVICES, INC.**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between BOX ELDER, RICH AND CACHE COUNTIES (hereinafter “Counties”), BEAR RIVER HEALTH DEPARTMENT (hereinafter “Health Department”), and BEAR RIVER MENTAL HEALTH SERVICES, INC. (“BRMH”). The purpose of this MOU is to memorialize the plan, joint participation and roles of the parties in the restructuring and creation of a multicounty united local health department pursuant to Utah Code Annotated § 26A-1-105.5.

RECITALS

WHEREAS, the Parties participate and assist in providing health, mental health and substance abuse treatment services and assistance to the residents of the Counties; and

WHEREAS, the health and wellbeing of the residents and the availability of core services is a priority of all Parties; and

WHEREAS, the existing structure of the multicounty local health department and separate District 1 Mental Health Authority do not adequately meet the requirements of the current State of Utah Local Health Department Act (§ 26A-1); and

WHEREAS, the Counties desire to comply with all of the requirements of the Utah Local Health Department Act, and improve efficiencies in the oversight and operation of the local health department, substance abuse authority, and mental health authority; and

WHEREAS, the Parties desire to continue the existing partnerships in providing these core services to County residents in an effort to maintain service levels, and minimize disruption during the restructuring period and into the foreseeable future; and

WHEREAS, in order to meet the requirements of the Utah Local Health Department Act, and to maintain current service levels and availability of assistance to county residents, the Parties have agreed that they should work cooperatively together and jointly to restructure the existing Bear River Health Department, and District 1 Mental Health Authority to create a multicounty united local health department that will act as the Counties health department, mental health authority and substance abuse authority; and

WHEREAS, the Parties do each acknowledge and agree that by cooperating with each other and participating in the restructuring and creation of a multicounty united health department, they will each obtain significant benefits which they otherwise would not be able to obtain; and

NOW THEREFORE, based upon the above recitals the Parties do hereby agree as follows:

1. Scope. Parties acknowledge the plan to achieve compliance with Utah State Code by restructuring the agreements between the Counties, the Health Department, and BRMH, to create a multicounty united health department that will ensure the delivery of services to the residents of all three counties related to health, substance abuse and mental health. This will eliminate the District 1 Mental Health Authority and will place the mental health and substance abuse authority with the Health Department under the oversight of the Counties (See Attachment A). BRMH will be part of the restructuring process to maintain the current service provider relationship and ensure no lapse in services to the residents.
2. Roles and Responsibilities: Each of the Parties will assist in the process of creating the multicounty united health department
  - a. Counties. Accountable under Utah State Code, the Counties will oversee the main process of the restructuring, including the drafting of necessary interlocal and other agreements and in communicating status updates. Counties will also handle the dissolution of the District 1 Mental Health Authority as the new multicounty united health department is created.
  - b. Health Department. Will assist in creation of internal policies including a purchasing policy, establishing necessary agreements with the State, and the internal operations organization structure for the new multicounty united health department.
  - c. BRMH. Will consult with the Counties and Health Department throughout the process to properly establish the organizational structure, and processes necessary to create the new multicounty united health department and to help ensure continuity in services for residents, including the handling of Medicaid capitation.
3. Anticipated Date of Completion & Duration. Each of the Parties has agreed and established July 2025 as the target deadline of completing the full restructuring of the Health Department to create the multicounty united health department. This MOU shall remain in place and active until the restructuring is complete.

The Parties do agree that they shall each act in good faith and use their best efforts to work through situations, and challenges that may arise whether foreseen or unforeseen to accomplish the intent and expectations of this MOU.

4. Joint Cooperation & Good Faith Efforts. It is not the intent of this MOU to create a new entity or agency, but rather to demonstrate the cooperation of the Parties in establishing the multicounty united health department. Interlocal and other agreements will be proposed and enacted as the process moves forward.

5. Status Reports. Representatives from each of the parties shall communicate and meet periodically as needed throughout the restructuring process to provide and receive status updates, and to make any decisions necessary to achieve the successful creation of the multicounty united health department.
6. Indemnification. Some of the Parties are governmental entities as defined by the Utah Governmental Immunity Act found in Title 63G, Chapter 7 of the Utah Code. Nothing in this Agreement shall be construed as a waiver by any of the Parties of any rights, limits, protections or defenses provided by that act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of governmental immunity to which any of the Parties is otherwise entitled. Subject to the act, each of the Parties will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.
7. Amendments to MOU. Any change or amendment to this Agreement shall be approved in writing and by each of the Parties prior to the change or amendment becoming effective. This Agreement shall constitute the entire agreement among the Parties as to the subject matter of this MOU.
8. Effective Date. This Agreement shall become effective immediately upon approval and execution by the governing body or authorized individual of each of the Parties.

IN WITNESS WHEREOF, each of the Participating Entities does execute this Memorandum of Understanding.

**BOX ELDER COUNTY**

APPROVED AS TO FORM

BY: *Ju Perry*  
County Commission Chair

BY: *Stephen R. Hyland*  
Box Elder County Attorney

DATE: 9-4-2024

DATE: 9/4/24

ATTEST:

BY: *Margaret Perry*  
County Clerk

DATE: 9-4-2024





**CACHE COUNTY**

**APPROVED AS TO FORM**

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

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

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

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

ATTEST:

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

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

**RICH COUNTY**

**APPROVED AS TO FORM**

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

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

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

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

ATTEST:

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

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

**BEAR RIVER HEALTH DEPARTMENT**

APPROVED AS TO FORM

BY: \_\_\_\_\_  
By: \_\_\_\_\_

BY: \_\_\_\_\_  
Attorney

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

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

ATTEST:

BY: \_\_\_\_\_  
Board Secretary

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

**BEAR RIVER MENTAL HEALTH SERVICES, INC.**

APPROVED AS TO FORM

BY: \_\_\_\_\_  
By: \_\_\_\_\_

BY: \_\_\_\_\_  
Attorney

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

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

NOTARY:

State of Utah)

§  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said \_\_\_\_\_ acknowledged to me that said Corporation executed the same.

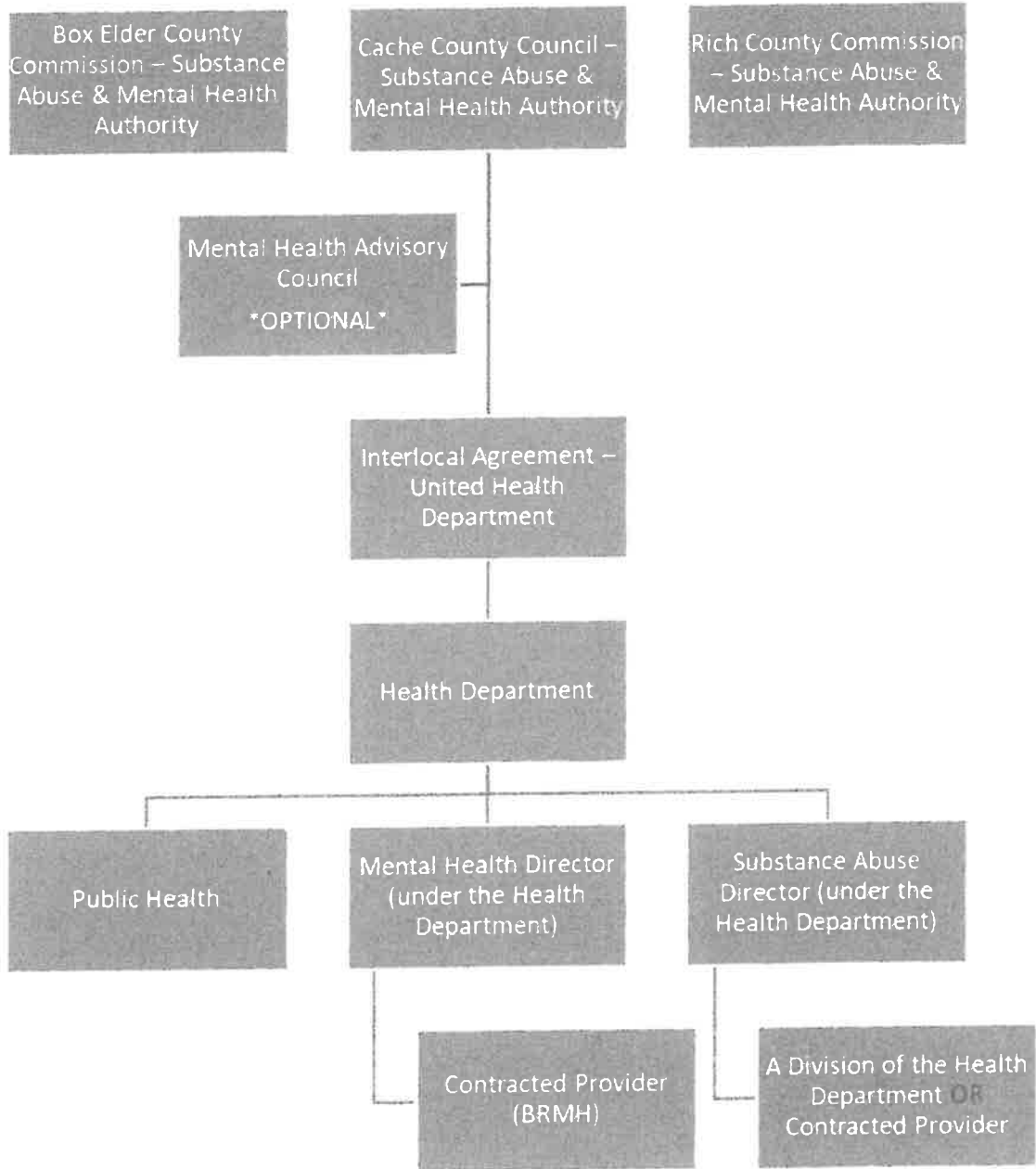
Witness my hand and official seal.

\_\_\_\_\_  
(notary signature)

(notary seal)

ATTACHMENT A

Potential Makeup of all Health Sectors under BRHD



**ORDINANCE NO. 600**

**AN ORDINANCE OF BOX ELDER COUNTY AMENDING SECTION 2-1-050: LAND USE AUTHORITY, IN THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.**

**WHEREAS**, a proposal has been made to amend Section 2-1-050: Land Use Authority, in the Box Elder County Land Use Management & Development Code; and

**WHEREAS**, the Box Elder County Planning Commission scheduled a public hearing on the proposal 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 August 15, 2024 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 September 4, 2024, 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 2-1-050: Land Use Authority, in 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 4<sup>th</sup> day of September, 2024, by the Board of County Commissioners of Box Elder County, Utah,



Commissioner Bingham  
Commissioner Summers  
Commissioner Perry

Voting Aye  
Voting Absent  
Voting Aye

Lee Perry  
Box Elder County Commission Chair

Attest:

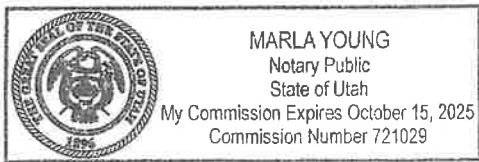
Marla Young  
Marla Young  
Box Elder County Clerk

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

On this 4<sup>th</sup> day of September 2024, personally appeared before me, the undersigned notary public, Lee Perry, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct 15, 2025

Marla Young  
Notary Public



## EXHIBIT A

### 2-1-050. Land Use Authority.

**A. Established as the Land Use Authority.** A Planning Commission, consisting of seven (7) members, is hereby established to exercise the powers and duties specified herein. The County Commission may appoint two (2) alternate Planning Commission members. In the event of the absence of any regular members at any meeting, the alternate member(s) shall serve with full rights and authority at said meeting. The appointment, term, vacancy, and removal of an alternate member shall be the same as for a regular Planning Commission member.

Planning Commission Members shall:

- a. Be appointed by the Box Elder County Commission
- b. Be residents of Box Elder County
- c. Own real property within Box Elder County
- d. Attend at least eight (8) Planning Commission meetings each year
- e. Serve without compensation, except for reasonable expenses incurred in performing their duties as members of the Commission

### **B. Appointment and Terms of Office.**

1. Planning Commission members shall be appointed by the County Commission.
  - a. The terms of Planning Commission members shall be staggered. Each member of the Planning Commission shall serve for a term of three (3) years and until a successor is appointed, provided that members may be appointed for terms shorter than three (3) years when necessary to provide staggered terms.
  - b. Planning Commission members may be reappointed for successive terms.
  - c. The County Commission may remove any member of the Planning Commission at any time with or without cause.
  - d. A vacancy occurring on the Planning Commission by reason of death, resignation, removal, disqualification or any other reason shall be promptly filled by a replacement appointed in the same manner as the original appointment for the remainder of the unexpired term of the replaced member.
2. Members of the Planning Commission shall be deemed "volunteers" for purposes of County ordinances, rules, regulations and policies concerning personnel; provided, however, they shall be included in the definition of "employee" for purposes of the Utah Governmental Immunity Act, *Utah Code Ann. §63G-7-101, et seq.*, as amended.

**C. Organization and Procedure.** The Planning Commission shall be organized and exercise its powers and duties as follows:

1. Members of the Planning Commission shall select one (1) of its members as chair to oversee the proceedings and activities of the Planning Commission.
  - a. The chairperson shall serve for a term of one (1) year.
  - b. Members of the Planning Commission shall select one (1) of its members as vice-chair to act in the absence of the chair. The chair and vice-chair may be re-elected for successive terms.
2. The Planning Commission may adopt policies and procedures, consistent with the provisions of this Code and applicable law, to govern the conduct of its meetings, the processing of applications, and for any other purposes considered necessary for the functioning of the Planning Commission. All such policies and procedures shall be submitted to the County Commission for review and approval.
3. The Planning Commission shall meet on a regular day(s) each month, as determined by the Planning Commission, and at such other times as the Planning Commission may determine. All meetings shall be properly noticed and held in accordance with the Open Meetings Law set forth in *Utah Code Ann. §52-4-1, et seq.*, as amended.
4. No official business shall be conducted by the Planning Commission unless a quorum of its members is present. Four (4) members of the Planning Commission shall constitute a quorum. The minimum number of yes votes required for the Planning Commission to take any action shall be the majority of members present, unless otherwise prescribed by law.
5. Decisions of the Planning Commission shall take effect on the date of the meeting or hearing where the decision is made, unless a different date is designated in the Commission's rules, or at the time the decision is made.
6. The Planning Commission shall keep written minutes and a recording shall be kept of all open meetings. Such minutes and recording shall include: the date, time, and place of the meeting; the names of members present and absent; the substance of all matters proposed, discussed, or decided; a record, by individual member, of votes taken; the name of each person who provided testimony and the substance in brief of their testimony; and any other information that any member requests be entered into the minutes or recording.
  - a. The Planning Commission shall transmit reports of its official acts and recommendations to the County Commission. Any member of the Commission also may make a concurring or dissenting report or recommendation to the County Commission.
  - b. The minutes of all meetings of the Planning Commission shall be prepared and filed in the office of the County Recorder. All such records shall be available for public review and access in accordance with the Government Records and Access Management Act, *Utah Code Ann., §63G-2-101, et seq.*, as amended.

**D. Powers and Duties.** The Planning Commission shall have all the powers and duties, explicit or implied, given planning commissions by Utah State law (Each of such powers and duties shall be exercised pursuant to the procedural and other provisions of this Code). With respect to unincorporated area of the county, the Planning Commission powers and duties are:

1. Prepare and recommend a general plan and amendments to the general plan as provided in Section 2-2-070 of this Code;
2. Prepare and recommend land use ordinances, zoning maps, official maps, and amendments as provided in Section 2-2-080 of this Code;
3. Prepare and recommend subdivision regulations
4. Administer applicable chapters of this Code;
5. Hear and act on a land use applications
6. Establish application processes that:
  - a. may include a designation of routine land use matters that, upon application and proper notice, will receive informal streamlined review and action if the application is uncontested, and
  - b. shall protect the right of each:
    - 1) applicant and third party to require formal consideration of any application by the Planning Commission,
    - 2) applicant, adversely affected party, or county officer or employee to appeal a land use authority's decision to a separate appeal authority, and
    - 3) participant to be heard in each public hearing on a contested application.
7. Recommend approval or denial of subdivision;
8. Hear and decide the approval or denial of conditional use permits, as provided in Section 2-2-100 of this Code;
9. Hear and decide any other matter that the County Commission designates;
10. Exercise any other powers that are necessary to enable the Planning Commission to perform its function or that are delegated to it by the County Commission.

**E. Examinations and Surveys.** The Planning Commission and its authorized agents may enter upon any land at reasonable times to make examinations and surveys as necessary to enable it to perform its function to promote County planning and development.

**F. Appeal.** Any person adversely affected by a final decision of the Planning Commission made in the exercise of the provisions of this Code may appeal that decision to the Hearing Officer.



## EXHIBIT B

### 2-1-050. Land Use Authority.

- A. Established as the Land Use Authority.** A Planning Commission, consisting of seven (7) members, is hereby established to exercise the powers and duties specified herein. The County Commission may appoint two (2) alternate Planning Commission members. In the event of the absence of any regular members at any meeting, the alternate member(s) shall serve with full rights and authority at said meeting. The appointment, term, vacancy, and removal of an alternate member shall be the same as for a regular Planning Commission member.

Planning Commission Members shall:

- a. Be appointed by the Box Elder County Commission
- b. Be residents of Box Elder County
- c. Own real property within Box Elder County
- d. Attend at least eight (8) Planning Commission meetings each year
- e. Serve without compensation, except for reasonable expenses incurred in performing their duties as members of the Commission.

~~Members of the Planning Commission shall serve without compensation, except for reasonable expenses incurred in performing their duties as members of the Commission.~~

#### ~~A.~~ **B. Appointment and Terms of Office.**

1. Planning Commission members shall be appointed by the County Commission.
  - a. The terms of Planning Commission members shall be staggered. Each member of the Planning Commission shall serve for a term of three (3) years and until a successor is appointed, provided that members may be appointed for terms shorter than three (3) years when necessary to provide staggered terms.
  - b. Planning Commission members may be reappointed for successive terms.
  - c. The County Commission may remove any member of the Planning Commission at any time with or without cause.
  - d. A vacancy occurring on the Planning Commission by reason of death, resignation, removal, disqualification or any other reason shall be promptly filled by a replacement appointed in the same manner as the original appointment for the remainder of the unexpired term of the replaced member.
2. Members of the Planning Commission shall be deemed "volunteers" for purposes of County ordinances, rules, regulations and policies concerning personnel; provided, however, they shall be included in the definition of "employee" for

purposes of the Utah Governmental Immunity Act, *Utah Code Ann.* §63G-~~2344~~-101, *et seq.*, as amended.

**B.—C. Organization and Procedure.** The Planning Commission shall be organized and exercise its powers and duties as follows:

1. Members of the Planning Commission shall select one (1) of its members as chair to oversee the proceedings and activities of the Planning Commission.
  - a. The chairperson shall serve for a term of one (1) year.
  - b. Members of the Planning Commission shall select one (1) of its members as vice-chair to act in the absence of the chair. The chair and vice-chair may be re-elected for successive terms.
2. The Planning Commission may adopt policies and procedures, consistent with the provisions of this Code and applicable law, to govern the conduct of its meetings, the processing of applications, and for any other purposes considered necessary for the functioning of the Planning Commission. All such policies and procedures shall be submitted to the County Commission for review and approval.
3. The Planning Commission shall meet on a regular day(s) each month, as determined by the Planning Commission, and at such other times as the Planning Commission may determine. All meetings shall be properly noticed and held in accordance with the Open Meetings Law set forth in *Utah Code Ann.* §52-4-1, *et seq.*, as amended.
4. No official business shall be conducted by the Planning Commission unless a quorum of its members is present. Four (4) members of the Planning Commission shall constitute a quorum. The minimum number of yes votes required for the Planning Commission to take any action shall be the majority of members present, unless otherwise prescribed by law.
5. Decisions of the Planning Commission shall take effect on the date of the meeting or hearing where the decision is made, unless a different date is designated in the Commission's rules, or at the time the decision is made.
6. The Planning Commission shall keep written minutes and a recording shall be kept of all open meetings. Such minutes and recording shall include: the date, time, and place of the meeting; the names of members present and absent; the substance of all matters proposed, discussed, or decided; a record, by individual member, of votes taken; the name of each person who provided testimony and the substance in brief of their testimony; and any other information that any member requests be entered into the minutes or recording.
  - a. The Planning Commission shall transmit reports of its official acts and recommendations to the County Commission. Any member of the Commission also may make a concurring or dissenting report or recommendation to the County Commission.

- b. The minutes of all meetings of the Planning Commission shall be prepared and filed in the office of the County Recorder. All such records shall be available for public review and access in accordance with the Government Records and Access Management Act, *Utah Code Ann.*, §63G-2-101, *et seq.*, as amended.

€.—**D. Powers and Duties.** The Planning Commission shall have all the powers and duties, explicit or implied, given planning commissions by Utah State law (Each of such powers and duties shall be exercised pursuant to the procedural and other provisions of this Code). With respect to unincorporated area of the county, the Planning Commission powers and duties are:

1. Prepare and recommend a general plan and amendments to the general plan as provided in Section 2-2-070 of this Code;
2. Prepare and recommend land use ordinances, zoning maps, official maps, and amendments as provided in Section 2-2-080 of this Code;
3. Prepare and recommend subdivision regulations
4. Administer applicable chapters of this Code;
5. Hear and act on a land use applications
6. Establish application processes that:
  - a. may include a designation of routine land use matters that, upon application and proper notice, will receive informal streamlined review and action if the application is uncontested, and
  - b. shall protect the right of each:
    - 1) applicant and third party to require formal consideration of any application by the Planning Commission,
    - 2) applicant, adversely affected party, or county officer or employee to appeal a land use authority's decision to a separate appeal authority, and
    - 3) participant to be heard in each public hearing on a contested application.
7. Recommend approval or denial of subdivision;
8. Hear and decide the approval or denial of conditional use permits, as provided in Section 2-2-100 of this Code;
9. Hear and decide any other matter that the County Commission designates;
10. Exercise any other powers that are necessary to enable the Planning Commission to perform its function or that are delegated to it by the County Commission.

**E. Examinations and Surveys.** The Planning Commission and its authorized agents may enter upon any land at reasonable times to make examinations and surveys as necessary to enable it to perform its function to promote County planning and development.

**F. Appeal.** Any person adversely affected by a final decision of the Planning Commission made in the exercise of the provisions of this Code may appeal that decision to the Hearing Officer.

**ORDINANCE NO. 601**

**AN ORDINANCE OF BOX ELDER COUNTY AMENDING TEXT IN SECTION 3-2-010(B), PURPOSE - AGRICULTURAL, OF THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.**

**WHEREAS**, a proposal has been made to amend text in Section 3-2-010(B), Purpose – Agricultural, in the Box Elder County Land Use Management & Development Code; and

**WHEREAS**, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code : and

**WHEREAS**, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on August 15, 2024 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 September 4, 2024, 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.** The text amendment to Section 3-2-010(B), Purpose – Agricultural, in 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.



## EXHIBIT A

### 3-2-010. Purpose.

**B. Agricultural.** Agricultural zones promote and preserve in appropriate areas favorable to agricultural and to maintain greenbelt spaces. These districts are intended to include activities normally and necessarily related to the conduct of agriculture and to protect the district from the intrusion of uses inimical to the continuance of agricultural activity.

The purpose of the A ½ zone in this Chapter is to outline regulations for existing A ½ parcels within Box Elder County. The A ½ zone is not an option for rezones due to this zone not being adequate for agricultural uses.

## EXHIBIT B

### 3-2-010. Purpose.

**B. Agricultural.** Agricultural zones promote and preserve in appropriate areas favorable to agricultural and to maintain greenbelt spaces. These districts are intended to include activities normally and necessarily related to the conduct of agriculture and to protect the district from the intrusion of uses inimical to the continuance of agricultural activity.

The purpose of the A ½ zone in this Chapter is to outline regulations for existing A ½ parcels within Box Elder County. The A ½ zone is not an option for rezones due to this zone not being adequate for agricultural uses.



**ORDINANCE NO. 602**

**AN ORDINANCE OF BOX ELDER COUNTY, VACATING AND EXTINGUISHING AN ALLEY IN BETWEEN LOTS 1 THROUGH 6 OF BLOCK G OF THE 1894 RIVERSIDE MAP IN THE RIVERSIDE AREA OF BOX ELDER COUNTY.**

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

**WHEREAS**, the Box Elder County Planning Commission, after appropriate notice, held a public meeting on June 20, 2024, to review this proposed alley vacation; and

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

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

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

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

**WHEREAS**, the Box Elder County Commission, after appropriate notice, held a public hearing on August 14, 2024, to allow the general public to comment on this proposed alley vacation; and

**WHEREAS**, after providing for public comment from the general public, the Board of County Commissioners of Box Elder County, Utah finds that the vacation of the alley as set forth below does not substantially affect the county general plan or the transportation plan of the county, that there is not a prevailing public interest in keeping the alley open, that it is in compliance with all Box Elder County

land use and development code requirements, state, federal or other local regulations, that it will not financially harm any landowner or stakeholder who may have an interest in the alley, and that county will not vacate any other private interest within the right-of-way; and

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

**WHEREAS**, the fee to the land being vacated, as described below, will be released and shall revert to the adjoining property owner(s), Richard L Miller Properties LLC, Jerry L Clausing, Max Godfrey, Steve C Richins, Sheldon D Richins, and Jake Thurston.

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

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

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

THE FOLLOWING DESCRIBED PARCEL SHALL REVERT TO RICHARD L MILLER PROPERTIES LLC:

Part of the SE ¼ of Section 11, T12N, R3W, SLBM, beginning at the Northeast Corner of Lot 1, Block "G", Riverside Townsite Survey, running thence East 9 feet, thence South to a point 9 feet due East of the Southeast Corner of Lot 5, of said Survey, thence West 9 feet to the Southeast Corner of said Lot 5, thence North along the Easterly lines of Lots 5, 3 & 1, of said survey, to the point of Beginning.

THE FOLLOWING DESCRIBED PARCEL SHALL REVERT TO ROBYN A. CLAUSING, A MARRIED INDIVIDUAL AND JERRY L. CLAUSING, A MARRIED INDIVIDUAL, AS JOINT TENANTS:

Part of the SE ¼ of Section 11, T12N, R3W, SLBM, beginning at the Northwest Corner of the of Lot 2, Block "G", Riverside Townsite Survey, running thence West 9 feet, thence South to a point 9 feet due West of the Southwest Corner of the North half of Lot 2 of said Survey, thence East 9 feet to said Southwest Corner of the North half of Lot 2, thence North along the Westerly line of Lot 2, to the point of Beginning.

THE FOLLOWING DESCRIBED PARCEL SHALL REVERT TO MAX GODFREY AND ANITA GODFREY, TRUSTEES OF THE MAX AND ANITA GODFREY REVOCABLE TRUST, DATED MAY 21, 2002:

Part of the SE ¼ of Section 11, T12N, R3W, SLBM, beginning at the Northwest Corner of the South Half of Lot 2, Block "G", Riverside Townsite Survey, running thence West 9 feet, thence South to a point 9 feet due West of the Southwest Corner of Lot 2 of said Survey, thence East 9 feet to the Southwest Corner of said Lot 2, thence North along the Westerly line of Lot 2, to the point of Beginning.



THE FOLLOWING DESCRIBED PARCEL SHALL REVERT TO STEVE C. RICHINS AND JULIE L. RICHINS, AND THEIR SUCCESSORS, AS TRUSTEE'S OF THE STEVE C. & JULIE L. RICHINS FAMILY TRUST DATED JUNE 27, 2019:

Part of the SE ¼ of Section 11, T12N, R3W, SLBM, beginning at the Northwest Corner of the of Lot 4, Block "G", Riverside Townsite Survey, running thence West 9 feet, thence South to a point 9 feet due West of the Southwest Corner of the North half of Lot 4, of said Survey, thence East 9 feet to said Southwest Corner of the North half of Lot 4, thence North along the Westerly line of Lot 4, to the point of Beginning.

THE FOLLOWING DESCRIBED PARCEL SHALL REVERT TO SHELDON D. RICHINS, SOLE TRUSTEE, OR HIS SUCCESSORS IN TRUST, UNDER THE SHELDON D. RICHINS LIVING TRUST, DATED FEBRUARY 23, 2011, AND ANY AMENDMENTS THERETO:

Part of the SE ¼ of Section 11, T12N, R3W, SLBM, beginning at the Northwest Corner of the South Half of Lot 4, Block "G", Riverside Townsite Survey, running thence West 9 feet, thence South to a point 9 feet due West of the Southwest Corner of Lot 4, of said Survey, thence East 9 feet to the Southwest Corner of said Lot 4, thence North along the Westerly line of Lot 4, to the point of Beginning.

THE FOLLOWING DESCRIBED PARCEL SHALL REVERT TO JAKE THURSTON, A MARRIED MAN:

Part of the SE ¼ of Section 11, T12N, R3W, SLBM, beginning at the Northwest Corner of Lot 6, Block "G", Riverside Townsite Survey, running thence West 9 feet, thence South to a point 9 feet due West of the Southwest Corner of Lot 6, of said Survey, thence East 9 feet to the Southwest Corner of said Lot 6, thence North along the Westerly line of Lot 6, to the point of Beginning.

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

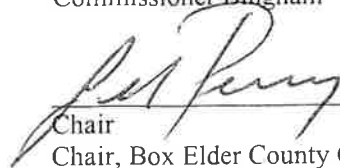
**SECTION 4: Recording by County Recorder.** The County Recorder is hereby authorized and directed to cause certified copies of this ordinance and proof of publication of the notice of the public meetings on this matter to be properly filed in the office of the Recorder of Box Elder County.

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

**PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED** this 4<sup>th</sup> day of September, 2024, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Perry  
Commissioner Summers  
Commissioner Bingham

Voting Aye  
Voting Absent  
Voting Aye

  
Chair  
Chair, Box Elder County Commission

Attest:

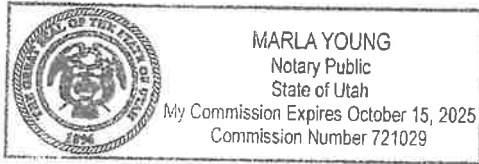
*Marla Young*  
Marla Young  
Box Elder County Clerk



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

On this 4<sup>th</sup> day of September, 2024, personally appeared before me, the undersigned notary public, **Lee Perry**, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct. 15, 2025



*Marla Young*  
Notary Public



# GRAVEL LEASE AGREEMENT

This agreement made this 4th day of September 2024  
(Day) (Month) (Year)

Between: Bruce A Pugsley, TTEE 435-279-6455  
(Name) (Phone)  
57325 W 17600 N, Park Valley, UT 84329  
(Street Address) (City) (State) (Zip)

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

### RECITALS:

WHEREAS, Lessor is the owner of that certain real property situated in Box Elder County particularly described in Exhibit "A" attached hereto; and  
WHEREAS, Lessee is desirous of leasing said real property from Lessor for the purpose of excavating gravel for use on various road projects in the area; and  
WHEREAS; Lessor and Lessee have agreed upon the terms and conditions for the lease of said real property and intend by this document to specify those term and conditions;  
NOW THEREFORE, based upon the above recitals and the consideration set forth below, Lessor and Lessee do hereby agree as follows:

1. Lessor does hereby lease to Lessee that certain real property Tax ID# 07-106-0011 located at: A part of the SW ¼ of Section 29, T13N, R13W, Salt Lake Base & Meridian, more particularly described as follows: Beginning at a point on the north line of Hwy 30, said point being on the centerline of Green Rock Canyon Road, said point further described as being East along the south line of said Section 29, 832 feet more or less and North 33.00 feet from the SW Corner of said Section 29 and running thence N 0°12' E along the centerline of said road 1115 feet; thence East 730 feet; thence S 0°12' W 1115 feet more or less to the north line of said Hwy 30; Thence West along said North line 730 feet to the point of beginning. Contains: 18.69 Acres
2. The term of this lease as it applies to excavating material from the pit to produce useable road construction material, shall be from the date of execution of this agreement until December 31, 2029.
3. The Leased Premises shall be used by Lessee for the excavation of material from the pit to produce useable road construction material, and Lessee may remove material from the Leased Premises in such manner in such amounts as Lessee may desire from time to time during the term of this Agreement.
4. A royalty of **\$1.00 per ton** shall be paid by Lessee to Lessor for the useable material removed from the site. Lessee shall keep records showing the amount of gravel removed from the Leased Premises.
5. The lessee will haul off garbage.

6. The Lessee will produce and set in a separate pile, 150 ton of material for the Lessor's personal use.
7. Lessee will restore existing channel, as to not restrict water flow of Kunzler Ranch water rights.
8. Lessee shall pay any and all royalties owed to Lessor for removal of gravel from the Leased Premise.
9. Lessee hereby agrees to save and hold harmless the Lessor of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of any act or omission of the Lessee or any of Lessee's employees or agents in connection with the excavation of gravel pursuant to this Lease Agreement.
10. At the conclusion of the Gravel Lease Agreement, Lessee shall restore the Leased Premises as set forth in the Restoration Plan attached hereto as Exhibit "B". Restoration shall be completed within six (6) months of the termination of this Lease Agreement, and the Lessee shall have access to the Leased Premises following the termination of the Lease Agreement as may be reasonably necessary to implement the Restoration Plan.
11. The Lessee may store a stockpile of material in the pit after the termination of this Lease Agreement. The Lessee will pay the Lessor for the stored material as it is removed from the stockpile. If the Lessor desires to sell the leased premises, the Lessee will have one (1) calendar year to remove said stockpile after new owner provides written notice to remove it.
12. Lessee shall not change the real estate tax classification of the Leased Premises during the term of this Lease or as a result of Lessee's activities on the Leased Premises.
13. Lessee shall comply with all applicable local, state and federal regulations controlling or governing Lessee's activities upon the Leased Premises, including but not limited to any applicable environmental regulations, laws or rules.
14. The roads currently existing upon the Leased Premises and any roads built by Lessee during the term of this Agreement shall be left in reasonable condition at the termination of the Agreement, with currently existing roads to be left the same as their current condition.
15. Lessee shall not assign or sublet or attempt to assign or sublet, the Leased Premises or any part thereof, without the written approval of the Lessor first obtained in writing.
16. Lessee shall surrender and deliver up the Leased Premises at the end of the term of this Agreement or any extension hereof, except as specified otherwise herein.
17. Unless otherwise specifically provided herein, the terms and provisions hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
18. The Lessor acknowledges the pit is permitted for the Lessee's use and the Lessors personal use. Any expanded commercial use will need to go through the County Planning Process for further permitting.

# Acknowledgment

State of Utah )

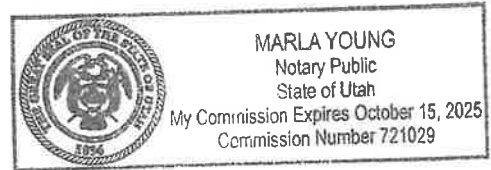
County of Box Elder

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, Marla R. Young a notary  
date month year notary public name

public, personally appeared Lee Perry, proved on the basis of satisfactory  
name of document signer  
evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged  
(he/she/they) executed the same.

Witness my hand and official seal.

Marla R. Young  
(notary signature)



(seal)

DATED this 21 day of August, 2024.  
(Day) (Month) (Year)

Bruce A. Pugsley  
(Property Owner, Lessor signature)

STATE OF UTAH )  
COUNTY OF BOX ELDER) ss

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

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

\_\_\_\_\_  
Notary Public

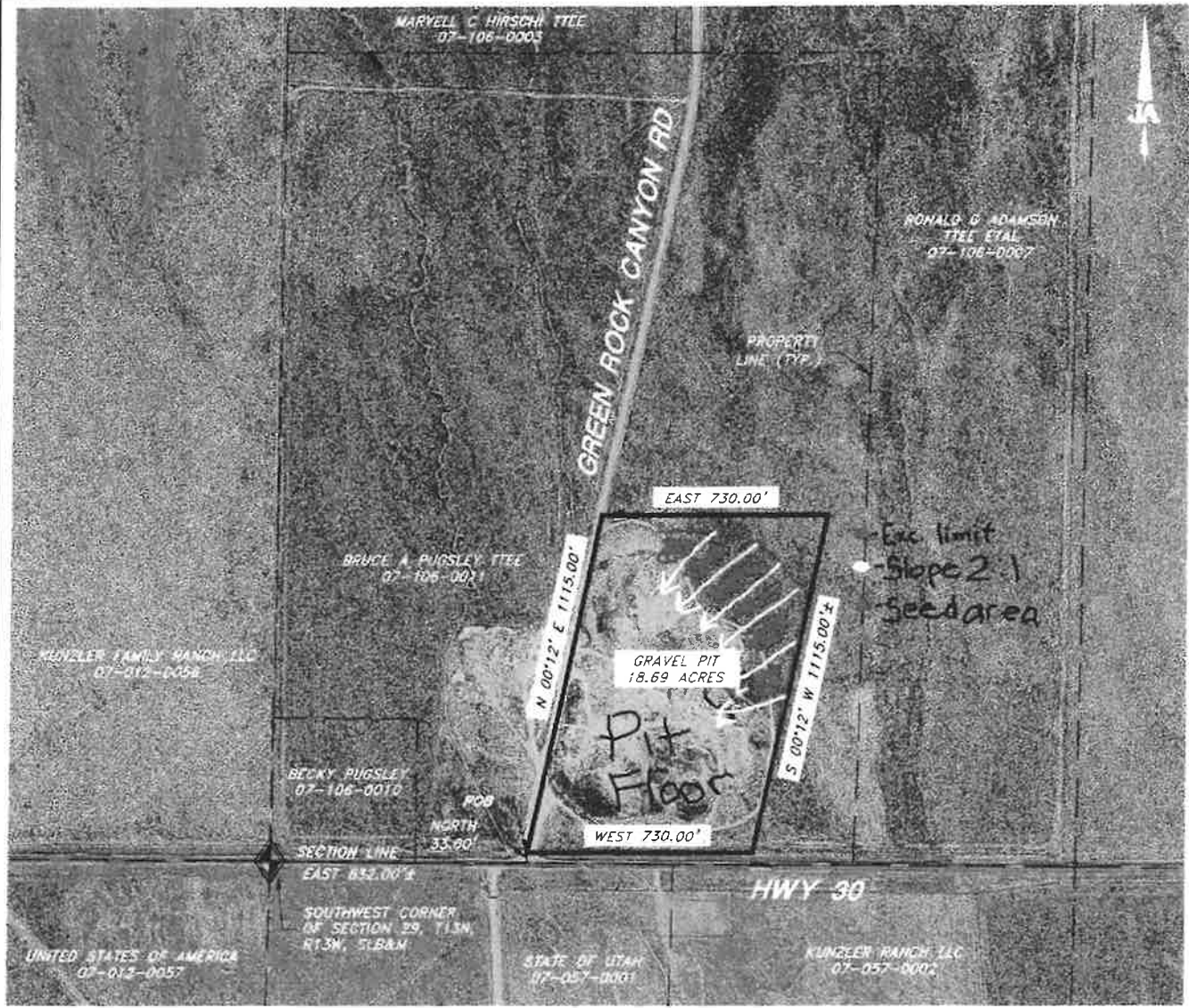
DATED this 9<sup>th</sup> day of September, 2024.  
(Day) (Month) (Year)

Lessee  
By: Lee Perry  
Lee Perry, Chairman  
Box Elder County Commission

ATTEST:  
Marla Young  
Marla Young  
Box Elder County Clerk



# RECLAMATION PLAN



**BRUCE A. PUGSLEY & DEBRA PUGSLEY TTEE  
GRAVEL PIT DESCRIPTION, BOX ELDER COUNTY, ID# 07-106-0011**

A PART OF THE SW 1/4 OF SECTION 29, T13N, R13W, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

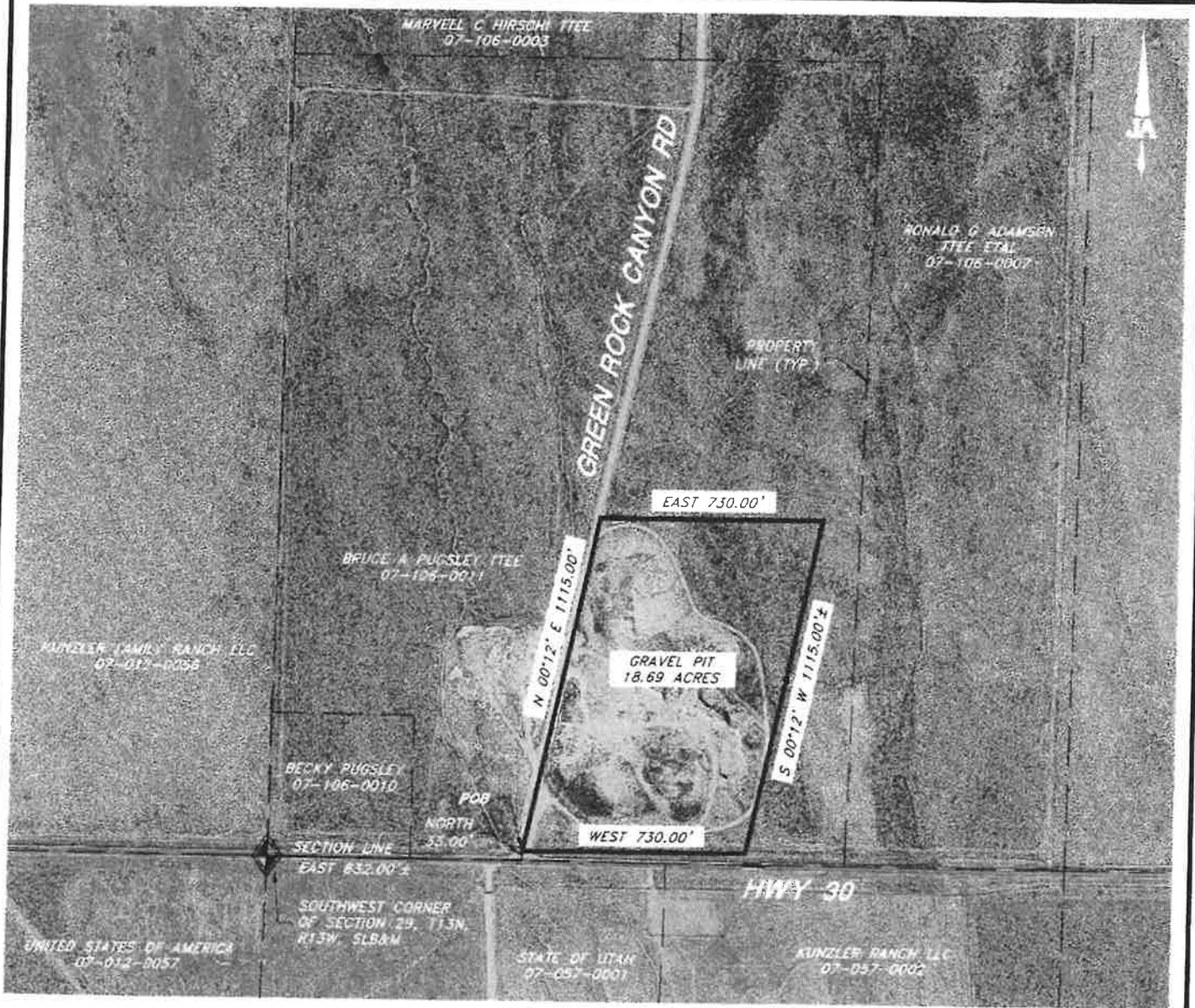
BEGINNING AT A POINT ON THE NORTH LINE OF HWY 30, SAID POINT BEING ON THE CENTERLINE OF GREEN ROCK CANYON ROAD, SAID POINT FURTHER DESCRIBED AS BEING EAST ALONG THE SOUTH LINE OF SAID SECTION 29, 832 FEET MORE OR LESS AND NORTH 33.00 FEET FROM THE SW CORNER OF SAID SECTION 29 AND RUNNING THENCE N 0°12' E ALONG THE CENTERLINE OF SAID ROAD 1115 FEET; THENCE EAST 730 FEET; THENCE S 0°12' W 1115 FEET MORE OR LESS TO THE NORTH LINE OF SAID HWY 30; THENCE WEST ALONG SAID NORTH LINE 730 FEET TO THE POINT OF BEGINNING.

CONTAINS: 18.69 ACRES

**JA JONES & ASSOCIATES**  
CONSULTING ENGINEERS  
6080 Fashion Point Drive South Ogden, Utah 84403  
(801) 476-9767 [www.jonescivil.com](http://www.jonescivil.com)

BOX ELDER COUNTY
PUGSLEY GRAVEL PIT DESCRIPTION
<b>EXHIBIT "A"</b>

SHEET: <b>1</b>
OF 1 SHEETS 0



**BRUCE A. PUGSLEY & DEBRA PUGSLEY TTEE  
GRAVEL PIT DESCRIPTION, BOX ELDER COUNTY, ID# 07-106-0011**

A PART OF THE SW 1/4 OF SECTION 29, T13N, R13W, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF HWY 30, SAID POINT BEING ON THE CENTERLINE OF GREEN ROCK CANYON ROAD, SAID POINT FURTHER DESCRIBED AS BEING EAST ALONG THE SOUTH LINE OF SAID SECTION 29, 832 FEET MORE OR LESS AND NORTH 33.00 FEET FROM THE SW CORNER OF SAID SECTION 29 AND RUNNING THENCE N 0°12' E ALONG THE CENTERLINE OF SAID ROAD 1115 FEET; THENCE EAST 730 FEET; THENCE S 0°12' W 1115 FEET MORE OR LESS TO THE NORTH LINE OF SAID HWY 30; THENCE WEST ALONG SAID NORTH LINE 730 FEET TO THE POINT OF BEGINNING.

CONTAINS: 18.69 ACRES



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**BOX ELDER COUNTY**

**PUGSLEY GRAVEL PIT DESCRIPTION**

**EXHIBIT "A"**

SHEET

**1**

OF SHEETS

C