

**MINUTES  
BOX ELDER COUNTY COMMISSION  
APRIL 01, 2015**

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 10:45 a.m. on **April 01, 2015**. The following members were present:

Stan Summers	Commissioner
Jeff Scott	Commissioner
Jeff Hadfield	Commissioner
Marla R. Young	Clerk

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 10:55 a.m.

The regular session was called to order by Chairman Summers at 11:00 a.m. with the following members present, constituting a quorum:

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

The prayer was offered by Commissioner Hadfield.  
The Pledge of Allegiance was led by Auditor Tom Kotter.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF MARCH 18, 2015 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER HADFIELD, SECONDED BY COMMISSIONER SCOTT AND UNANIMOUSLY CARRIED.**

**AGENDA: ATTACHMENT NO. 1**

**ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION****Time Change for Morning Commission Meetings – Chairman Summers**

Chairman Summers stated the morning commission meeting needs to be moved back by a half-hour to allow the county attorney to be present. The current schedule conflicts with court. The morning commission meeting will now start at 11:30 a.m. with work session at 11:15 a.m.

**FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS****Day of Recognition for National Service Proclamation – Chairman Summers**

Chairman Summers read a proclamation to recognize the National Day of Service. He commended the citizens of Box Elder County for their efforts in service. The proclamation declares April 7, 2015 as National Service Recognition Day. He encouraged everyone to find ways to give back to their communities.

MOTION: Commissioner Scott made a motion to declare April 7, 2015 as National Service Recognition Day. The motion was seconded by Commissioner Hadfield and unanimously carried.

*(See Attachment No. 2 – Service Proclamation.)*

**CHILD ABUSE PREVENTION MONTH – KATY BONDS**

Katy Bonds of the Box Elder Family Support Center gave a presentation of the effects of abuse on children. She read a proclamation declaring the month of April as Child Abuse Prevention Month.

MOTION: Commissioner Scott made a motion to declare April 2015 as Child Abuse Prevention Month. The motion was seconded by Commissioner Hadfield and unanimously carried.

*(See Attachment No. 3 – Presentation & Proclamation.)*

**HERITAGE ARTS FESTIVAL/USE OF COUNTY PROPERTY – DONNA PETT, PAUL LARSEN**

Donna Pett of Brigham City Corporation highlighted the events to be held at the Heritage Arts Festival in June. She invited the commission to attend and asked for permission to use the courthouse grounds and parking lot for the event. The event will be held June 13, 2015.

MOTION: Commissioner Hadfield made a motion to approve the use of the county courthouse and parking lot for the Heritage Arts Festival on June 13, 2015. The motion was seconded by Commissioner Scott and unanimously carried.

**AGREEMENT #15-07/TREMONTON CITY RDA – SHAWN WARNKE**

Tremontion City Manager Shawn Warnke presented a project the Tremontion RDA is working on to revitalize the Tremontion Main Street. He said the new retail area will capture more sales tax and draw people to the area.

MOTION: Commissioner Scott made a motion to approve agreement #15-07 with Tremontion City RDA. The motion was seconded by Commissioner Hadfield and unanimously carried.

*(See Attachment No. 4 – Presentation & Agreement.)*

**SET SPEED LIMIT FOR POINT LOOKOUT DRIVE – BILL GILSON**

Road Supervisor Bill Gilson stated he has received phone calls from residents of Point Lookout Drive concerning the speed of vehicles on that road. They did a speed study with the sheriff's office for two weeks. Through the study they determined 85% of the traffic traveled at 45 mph. The roadway directly east of Point Lookout Drive has recently adopted the speed limit of 40 mph. His recommendation was 40 mph with an advisory speed of 35 mph in the deaf/blind child area.

MOTION: Commissioner Hadfield made a motion to set the speed limit on Point Lookout Drive at 40 mph with an advisory speed of 35 mph in the deaf/blind child area. The motion was seconded by Commissioner Scott and unanimously carried.

**14400 NORTH CLOSURE FOR BRIDGE REPLACEMENT – BILL GILSON**

Road Supervisor Bill Gilson stated there is a need to close 14400 North, east of SR13 to facilitate the installation of a new bridge. The closure will occur April 13, 2015 through April 22, 2015. There will be alternate routes. Flyers will be given to all the residents in the area notifying them of the closure. The water conservation district will also be relocating lines at the same time.

MOTION: Commissioner Scott made a motion to approve the road closure on 14400 North from April 13-22, 2015 for the installation of a new bridge. The motion was seconded by Commissioner Hadfield and unanimously carried.

**OPEN WILLARD PEAK ROAD GATE – BILL GILSON**

Road Supervisor Bill Gilson said due to the mild winter and good weather conditions, he would recommend opening the Willard Peak Road Gate starting April 2, 2015.

MOTION: Commissioner Hadfield made a motion to authorize the opening of the Willard Peak Road gate on April 2, 2015. The motion was seconded by Commissioner Scott and unanimously carried.

**CLOSURE OF ROCKET ROAD FOR FIBER OPTIC CABLE REPAIR – BILL GILSON**

Road Supervisor Bill Gilson stated Frontier Communications needs to repair some fiber optic lines along Rocket Road and asked to be able to close the road from April 10, 2015 at noon to the following day April 11, 2015. The road will be open to local traffic and the residents will be notified of the closure.

MOTION: Commissioner Scott made a motion to close Rocket Road from April 10, 2015 at noon to the following day April 11, 2015 for the repair of fiber optic lines. The motion was seconded by Commissioner Hadfield and unanimously carried.

**TAX SALE #03-070-0031 & 03-171-0025 – TOM KOTTER**

Auditor Tom Kotter introduced Joseph Mitchell and Julie Bywater, owners of the parcels in question. Joseph Mitchell stated his wife died in 2007, and it has been a rough road to get back to things. He has been out of work but now feels he can get caught up on the taxes within twelve to eighteen months. Mr. Kotter asked the commission to remove his home from the tax sale and allow him to make payments. He has made some payments recently.

MOTION: Commissioner Scott made a motion to remove parcel #03-070-0031 and #03-171-0025 from the 2015 tax sale. The motion was seconded by Commissioner Hadfield and unanimously carried.

**WRITE-OFF INTEREST ON FIRE BILL #01-0123 – TOM KOTTER**

Auditor Tom Kotter stated the individual listed on fire bill #01-0123 has paid all outstanding charges except the interest. They are asking for a waiver of the interest.

MOTION: Commissioner Scott made a motion to waive the interest on Fire Bill #01-0123. The motion was seconded by Commissioner Hadfield and unanimously carried.

**BAD DEBT #01-106 TO COLLECTIONS – TOM KOTTER**

Auditor Tom Kotter explained the debt # 01-106 is from a fire last year. Numerous notices have been sent with no response from the debtor. He recommended sending the debt to collections.

MOTION: Commissioner Hadfield made a motion to send bad debt #01-106 to collections. The motion was seconded by Commissioner Scott and unanimously carried.

**REAPPOINT BONNIE ROBINSON AS PLANNING COMMISSIONER – SCOTT LYONS**

County Planner Scott Lyons stated Bonnie Robinson's term on the planning commission has expired. They would like to have her reappointed for another three year term.

MOTION: Commissioner Scott made a motion to reappoint Bonnie Robinson to the Planning Commission with her term expiring March 2018. The motion was seconded by Commissioner Hadfield and unanimously carried.

**ORDINANCE #398/AMEND DEFINITIONS REGARDING ANIMALS – SCOTT LYONS**

County Planner Scott Lyons stated they have defined the number of animals for smaller lots and subdivisions in the unincorporated areas of the county. The new ordinance makes the regulations more understandable. It applies to the R-120 zone which is primarily the South Willard area. They have held a public hearing and have received comments.

MOTION: Commissioner Hadfield made a motion to adopt Ordinance #398 amending the definitions regarding animals. The motion was seconded by Commissioner Scott and unanimously carried.

*(See Attachment No. 5 – Ordinance.)*

**PUBLIC COMMENT PERIOD**

**Steven Eddington of Park Valley** stated he is building a house in Park Valley. The county has an ordinance requiring a fire sprinkling system. He explained his home is an existing modular home which was moved to a different piece of property. It was built in 1976, was moved once before, and follows the HUD code requirements. There would not be a way to install the sprinkling system without unsightly pipes up the walls. He is looking for a variance. Mr. Eddington said the home is within 500 feet of a fire station and has been lived in for over 20 years.

**DeAnna Hardy of Brigham City** read an article about voting by mail. Ms. Hardy asked the commission to restore the local polling responsibility to the citizens. She feels she has been targeted. She doesn't believe the signature verification process is safe. The clerk's office can see who a person voted for. It is not a secret ballot. People in government see and target groups. She said citizens could vote and not have their ballots counted and they would never know. She stated she asked to be a poll worker and was declined by the county clerk.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved for payment: Claims 95643 through 95709 in the amount of \$278,395.21. Claims 95710 through 95768 in the amount of \$72,155.59. Claim 94948 was voided.

**PERSONNEL ACTIONS – COMMISSIONERS**

SHERIFF'S DEPT: Zachary Moore, new hire, effective 03/09/2015  
SHERIFF'S DEPT: Marsha Andersen, compensation change, effective 03/23/2015

**CLOSED SESSION**

**Strategy session to discuss pending or reasonably imminent litigation**

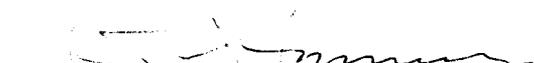
MOTION: At 12:20 p.m. a motion was made by Commissioner Hadfield to move into a closed session to discuss the character, professional competence, or physical or mental health of an individual. The motion was seconded by Commissioner Scott and unanimously carried.

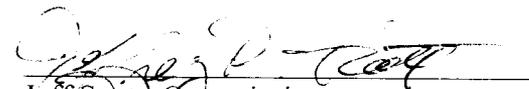
MOTION: At 12:50 p.m. a motion was made by Commissioner Hadfield to reconvene into regular commission meeting. Commissioner Scott seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

**ADJOURNMENT**

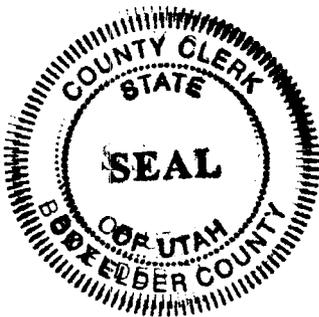
A motion was made by Commissioner Hadfield to adjourn. Commissioner Scott seconded the motion, and the meeting adjourned at 12:50 p.m.

**ADOPTED AND APPROVED** in regular session this 15<sup>th</sup> day of April 2015.

  
Stan Summers, Chairman

  
Jeff Scott, Commissioner

  
Jeff Hadfield, Commissioner



ATTEST:

  
Marla R. Young, Clerk

BOX ELDER COUNTY CLERK  
Box Elder County Courthouse  
01 South Main Street  
Brigham City, Utah 84302

**NOTICE and AGENDA**

*Public Notice* is hereby given that the Box Elder County Board of County Commissioners will hold an **Administrative/Operational Session** commencing at **10:45 a.m.** and a regular **Commission Meeting** commencing at **11:00 a.m. Wednesday April 1, 2015** in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.

Administrative/Operational Session

\*10:45 a.m.

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

\*10:55 a.m.

- \*11:00 – 11:05 Call to Order: Chairman Summers  
Invocation: Commissioner Hadfield  
Pledge: Auditor Tom Kotter  
Approval of Minutes of March 18, 2015.
- \*11:05 – 11:08 Administrative Review/Reports/Future Agenda Items – Commissioners
- \*11:08 – 11:10 Former Agenda Items Follow-Up – Commissioners
- \*11:10 – 11:12 Day of Recognition for National Service Proclamation – Chairman Summers
- \*11:12 – 11:22 Child Abuse Prevention Month – Katy Bonds
- \*11:22 – 11:27 Heritage Arts Festival/Use of County Property – Donna Pett, Paul Larsen
- \*11:27 – 11:37 Agreement #15-07/Tremonton City RDA – Shawn Warnke
- \*11:37 – 11:52 Set Speed Limit for Point Lookout Drive – Bill Gilson
- \*11:52 – 11:54 14400 North Closure for Bridge Replacement – Bill Gilson
- \*11:54 – 11:56 Open Willard Peak Road Gate – Bill Gilson
- \*11:56 – 11:58 Closure of Rocket Road for Fiber Optic Cable Repair – Bill Gilson

- \*11:58 – 12:03 Tax Sale #03-070-0031 & 03-171-0025 – Tom Kotter
- \*12:03 – 12:05 Write-Off Interest on Fire Bill #01-0123 – Tom Kotter
- \*12:05 – 12:07 Bad Debt #01-106 to Collections – Tom Kotter
- \*12:07 – 12:09 Reappoint Bonnie Robinson as Planning Commissioner – Scott Lyons
- \*12:09 – 12:11 Ordinance #398/Amend Definitions Regarding Animals – Scott Lyons
- \*12:11 – 12:21 Public Comment Period  
 Rules: (1) Please Speak Only Once (Maximum of 3 Minutes)  
 (2) Please Speak in a Courteous and Professional Manner
- \*12:21 – 12:26 Warrant Register, Personnel Actions & Cell Phone Allowances – Commission

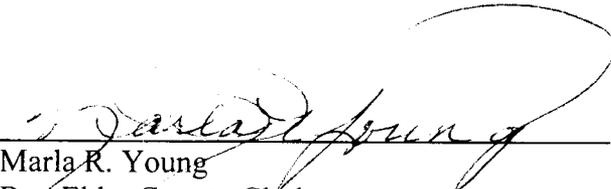
Closed Session

**Adjournment**

These assigned times may vary depending on length of discussion, cancellation of scheduled agenda items or agenda alteration. Therefore, the times are estimates of the agenda items to be discussed. If you have any interest in any topic, you need to be in attendance at 11:00 a.m.

Prepared and posted this 27<sup>th</sup> day of March 2015.

Mailed to the Box Elder News Journal, the Leader, and the Standard Examiner this 27<sup>th</sup> day of March 2015.



Marla R. Young  
 Box Elder County Clerk

**NOTE: Please turn off or silence cell phones and pagers during public meetings.**

**This facility is wheel chair 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 734-3347 or FAX 734-2038 for information or assistance.



## PROCLAMATION 2015

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's county executives are increasingly turning to national service and volunteerism as a cost-effective strategy to meet county needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our cities and counties, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with county executives nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the County Day of Recognition for National Service on April 7, 2015.

THEREFORE, BE IT RESOLVED that I, Stan Summers, Chair Commissioner, Box Elder County, Utah, do hereby proclaim April 7, 2015, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our county; to thank those who serve; and to find ways to give back to their communities.

A handwritten signature in black ink, appearing to read "Stan Summers", is written over a horizontal line.

Chair, Box Elder County Commission, Stan Summers

ALL#2

# Box Elder Family Support Center



*“Strengthening Families **Now** and For  
the **Future**”*

# Utah Association of Family Support Centers

Box Elder County

Cache County

Ogden

Clearfield

Bountiful

Sugarhouse

Midvale

Carbon County

Uintah Basin

Cedar City

Moab

Richfield

West Valley

Utah Valley (Orem)



# Risk Factors Families Face in Box Elder County

- Violence
- Pornography
- Technology
- Sexual abuse
- Drugs and alcohol
- Suicide

Families are faced with extremely complex issues

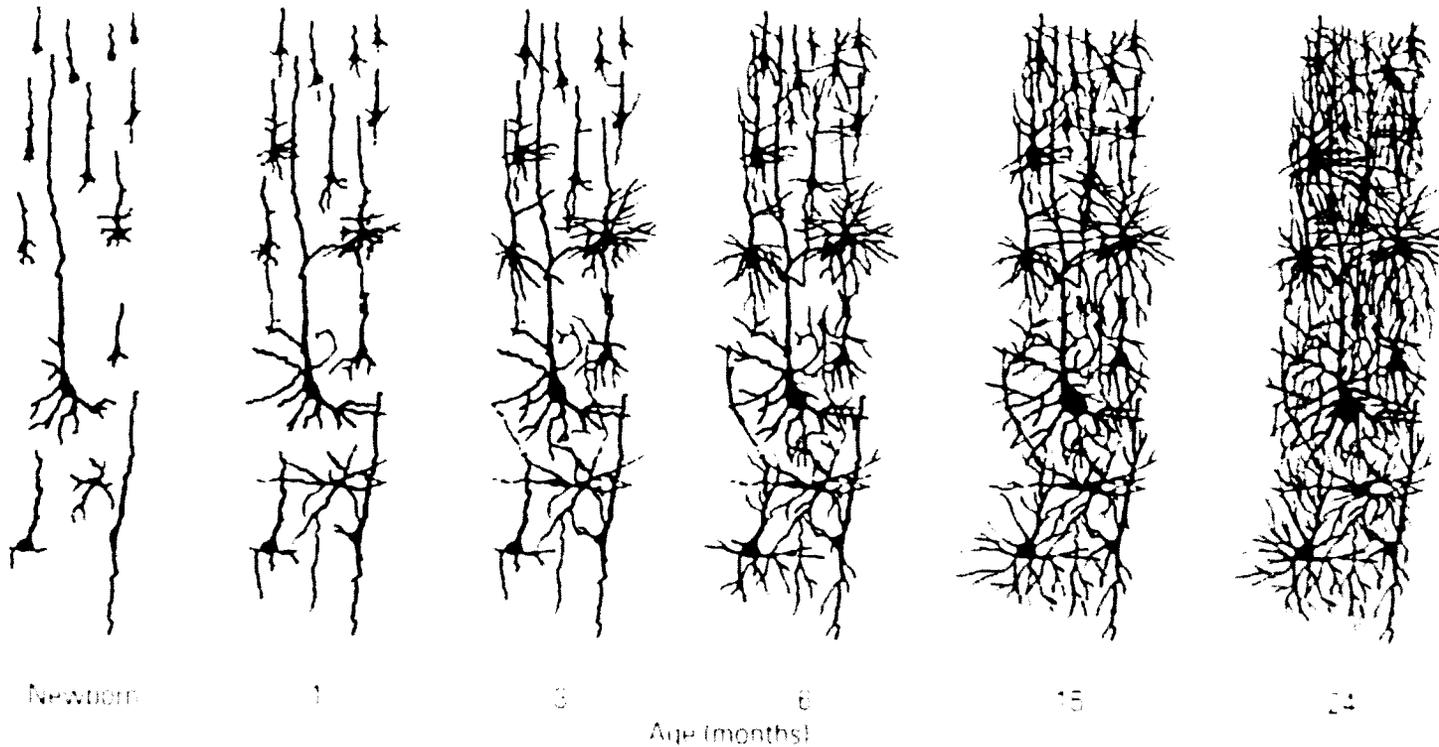


# The Research

- Synaptic Density in the Brain
- Windows of Opportunity Theory
- ACE Study

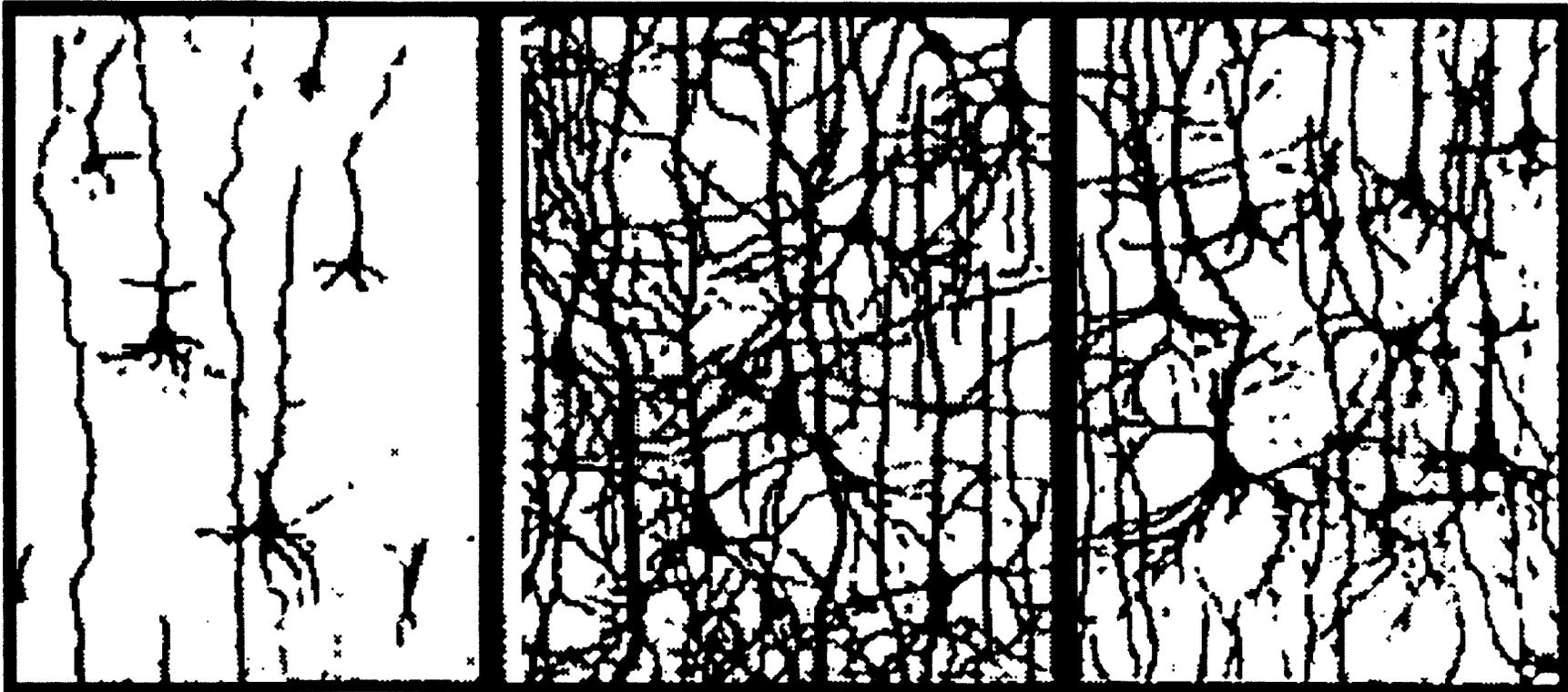


# Cellular Development of the Postnatal Brain



Cells of the Cerebral Cortex

# Synaptic Density in the Human Brain



**At Birth**

**6 Years Old**

**14 Years Old**

# Synaptic Density



Circuits in different regions of the brain mature at different times. As a result, different circuits are most sensitive to life's experiences at different ages. What a child is best able to learn when:



### AGE IN YEARS

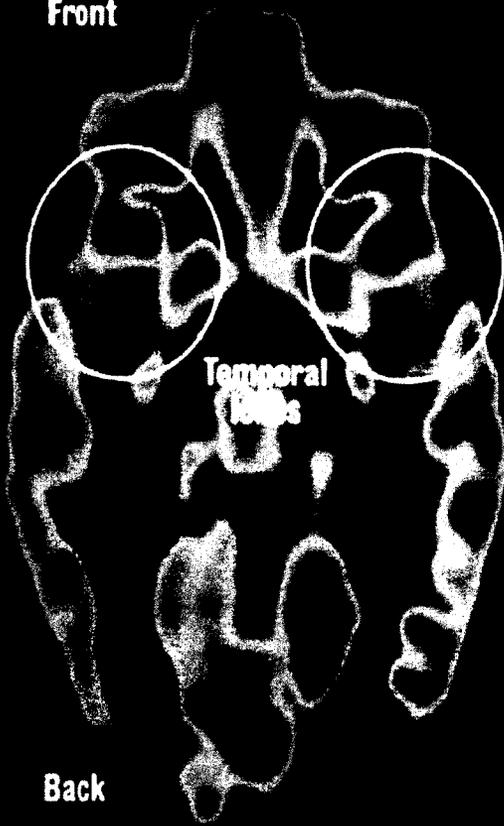
	Pre	0	1	2	3	4
Motor Development	●	—	—	—	—	—
Emotional Control		●	—	—		
Vision		●	—	—		
Social Attachment		●	—	—		
Vocabulary		●	—	—	—	—
Second Language			●	—	—	—
Math/Logic			●	—	—	—
Music					●	—



## Healthy Brain

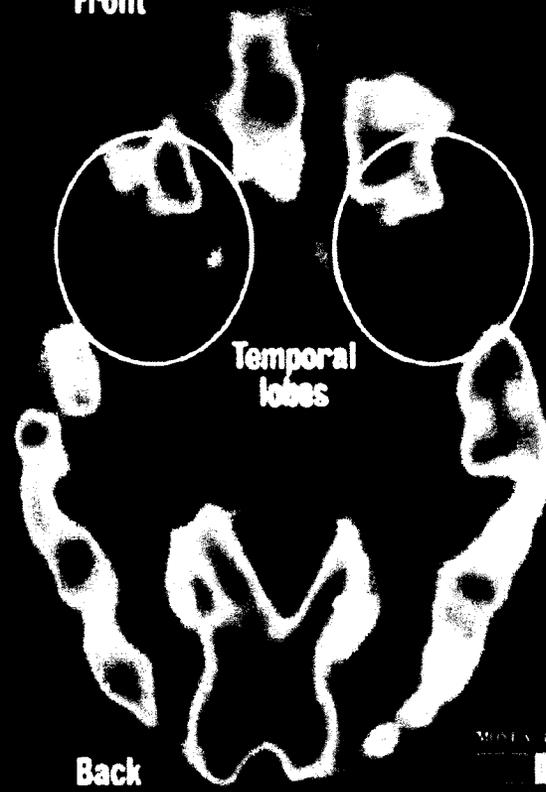
This PET scan of the brain of a normally developing 10-year-old boy shows normal blood flow. At birth, only primary motor areas such as the brain stem control an infant's movements. As the child grows, parallel development of other areas provides for the growth of

Front



Back

Front



Back

## An Abused Brain

This PET scan of the brain of a 10-year-old boy who was just born prematurely shows the effects of extreme deprivation in infancy. The temporal lobes, which regulate emotions, do not receive input from the senses, are markedly quiescent. Such children suffer emotional and cognitive problems.

MOSELEY/GETTY IMAGES

**CDC**  
CENTERS FOR DISEASE CONTROL  
AND PREVENTION

# The Adverse Childhood Experiences (ACE) Study

Vincent J. Felitti, M.D.

Kaiser Permanente

Robert F. Anda, M.D.

Center for Disease Control

**The largest study of its kind ever done to examine the health and social effects of adverse childhood experiences over the lifespan. (18,000 participants)**



# **Adverse Childhood Experiences (ACEs)**

## **Growing up (prior to 18) in a household with:**

- Recurrent emotional abuse
- Sexual abuse
- Substance abuser in the home
- An incarcerated household member
- Someone chronically depressed, suicidal, institutionalized or mentally ill
- Mother being treated violently
- One or no parents
- Emotional or physical neglect
- Separation and divorce



# Disease, Disability and Social Problems in Adulthood Attributed to Adverse Childhood Experiences

- Nicotine addiction
- Alcoholism
- Drug addiction
- Obesity
- Depression
- Suicide
- Incarceration
- Unintentional pregnancy
- Heart disease
- Cancer
- Chronic lung and liver disease
- Stroke
- Diabetes
- Sexually transmitted diseases

*Source: Felitti, Vincent J., "The Relationship of Adverse Childhood Experiences to Adult Health: Turning gold into lead;" CDC Media Relations, May 14, 1998, "Adult Health Problems Linked to Traumatic Childhood Experiences."*

**Death**



**Birth**



**The Influence of Adverse  
Childhood Experiences Throughout Life**



# The Cost of Child Abuse in America

The nation spends \$258 million each day, or \$94 billion each year, as a direct, or indirect result of abuse of children.

*Prevent Child Abuse America 2012 study,  
Child Maltreatment: Reports, Victims and Fatalities*



# Specific Costs: Child Abuse and Neglect

- **Direct Costs**
  - Medical
  - Mental Health Services
  - Legal Services
  - Perpetrator Control
  - Police
  - Jail and Prison (Menninger's Report)
  - Foster Care
  - Child Protective Services
  - Individual and Family Therapy

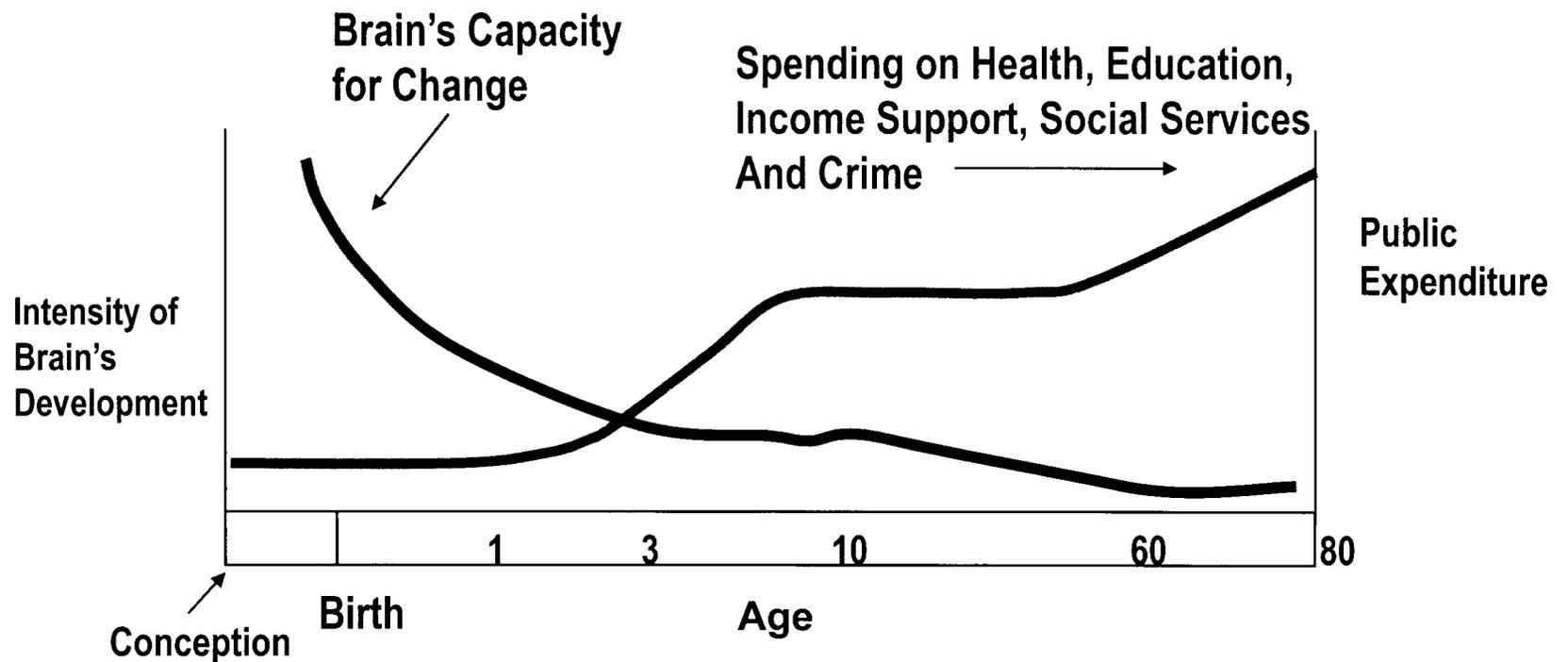


# Specific Costs: Child Abuse and Neglect

- Indirect Costs
  - Lost Income and Time
  - Lost Investment in Human Capital
  - Reduced Productivity
  - Indirect Protection Costs
  - Life Insurance Costs
  - Psychological Costs: Pain and Suffering



# BRAIN DEVELOPMENT OPPORTUNITY AND INVESTMENT

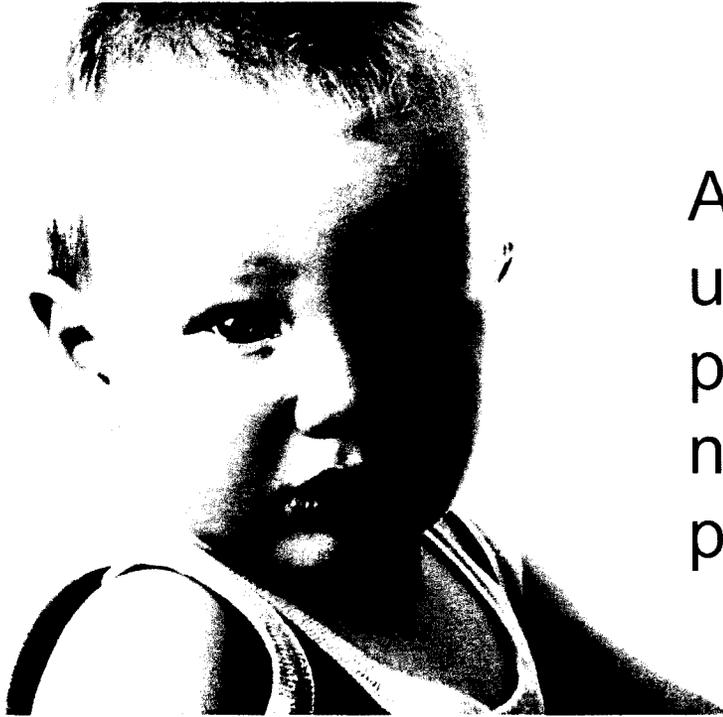


A. Akers, Early Intervention Research  
Institute, USU

**What is working?**



# Crisis/Respite Nurseries



A safe haven for children under the age of 11 whose parents are in a crisis or who need a break in order to prevent abuse.



# Program Outcomes

- Prevent child abuse
- Preserve families
- Empower parents to handle crisis situations while providing a nurturing experience for children



# Family Life Education

- Improves family communication
- Strengthen family relationships
- Decreases family conflict

# Trauma Processing Approaches

Prevention and Relationship Enhancement Program (PREP)

Eye Movement Desensitization Reprocessing (EMDR)

Sand Tray Trauma Processing



**“One set of experiences will produce tax payers and one set of experiences will produce tax consumers”.**

**Dr. Bruce Perry MD, PhD**



**Questions**

**or**

**Comments**



## *Child Abuse Prevention Month Proclamation*

WHEREAS, child abuse and neglect is a complex and ongoing problem in our society, affecting many children in Box Elder County; and

WHEREAS, every child is entitled to be loved, cared for, nurtured, feel secure and be free from verbal, sexual, emotional and physical abuse, and neglect; and

WHEREAS, it is the responsibility of every adult who comes in contact with a child to protect that child's inalienable right to a safe and nurturing childhood; and

WHEREAS, Box Elder County has dedicated individuals and organizations who work daily to counter the problem of child maltreatment and to help parents obtain the assistance they need; and

WHEREAS, our communities are stronger when all citizens become aware of child maltreatment prevention and become involved in supporting parents to raise their children in a safe and nurturing environment; and

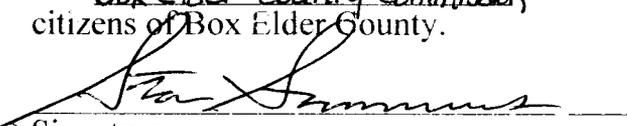
WHEREAS, effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies and the business community;

WHEREAS all citizens, community agencies, faith organizations and businesses will work to increase their efforts to support families

NOW, THEREFORE, BE IT RESOLVED, that the Box Elder County Commissioners hereby proclaim the month of April 2015, to be

*CHILD ABUSE AND NEGLECT PREVENTION MONTH*

The *Box Elder County Commission* commends this observance during April 2015 to the citizens of Box Elder County.

  
Signature

4-1-15  
Date

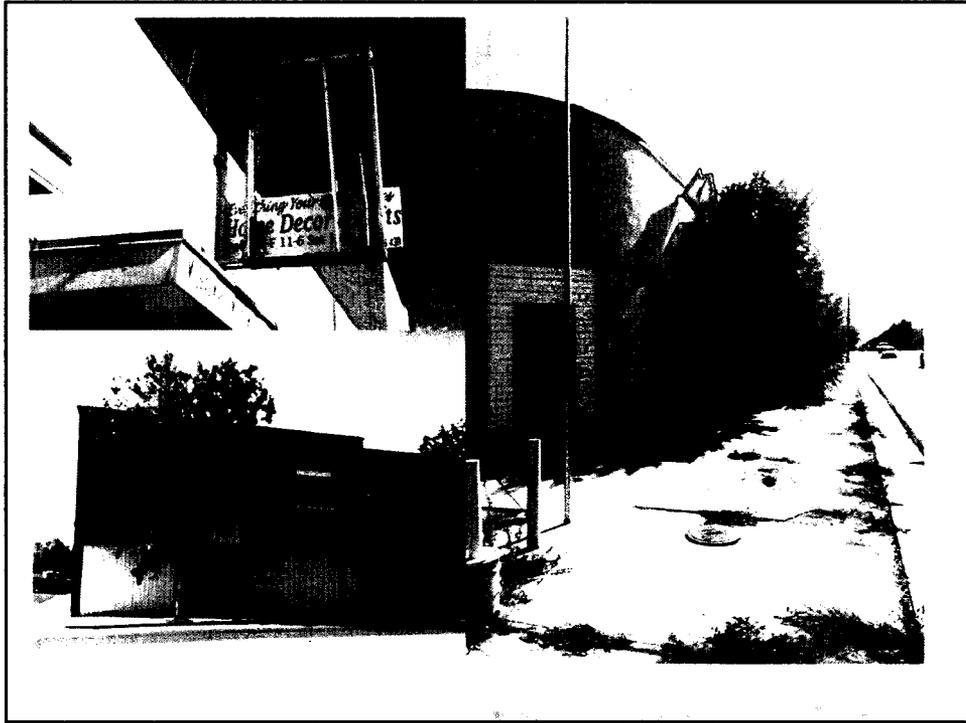
# **Tremont Center**

Main Street Catalyst Site

Proposed CDA Creation

## **Tremonton Main Street Decline**

- Interstate 15 changed traffic flow away from Main Street
- Job losses with the closing of La Z Boy and layoffs with ATK
- Many storefronts remain vacant on Main Street
- Infrastructure along Main Street is old or missing
- Main Street facades are in disrepair and or missing sign copies



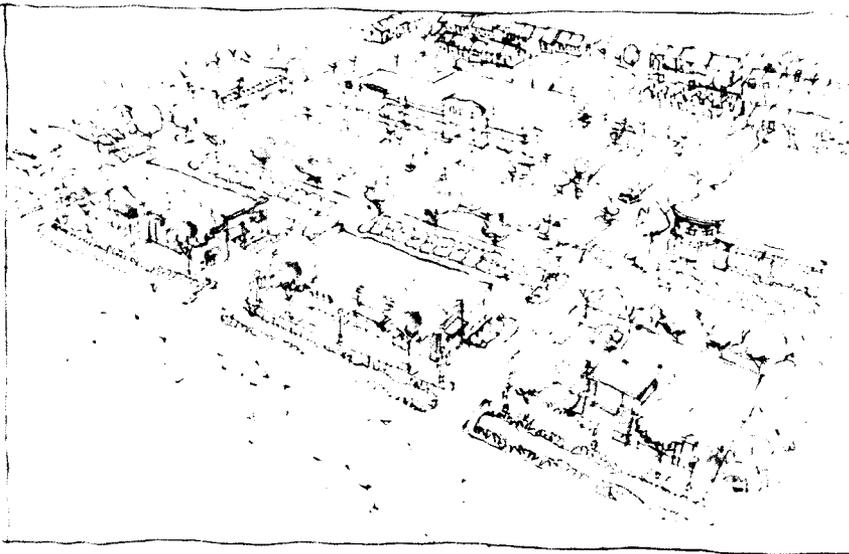
## **Main Street Planning Process**

- 2012 Tremont City received \$20,000 from CIB to undertake Main Street Planning
- 2013 Tremont City received a SDAT Grant from the AIA
  - Inter-disciplinary team of professionals
  - Hosted several public input sessions
  - Over 500 members of the public attend the planning session/picnic in the park
  - Development a Main Street Plan for Tremont

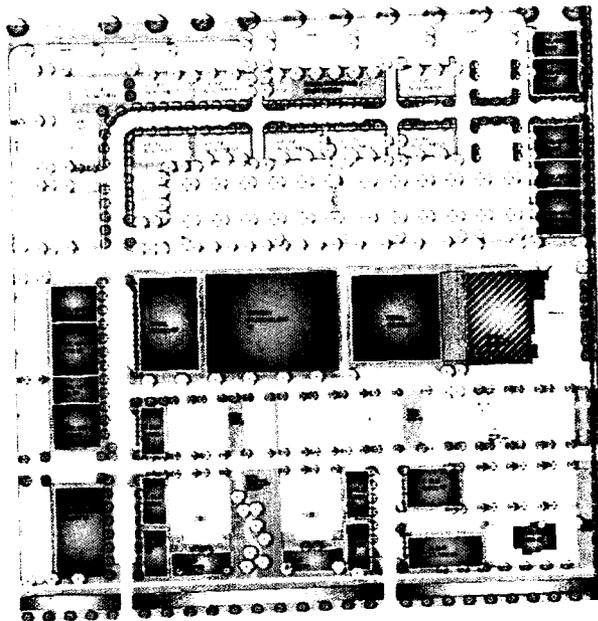
## SEQUENCE OF RECOMMENDATIONS

1. Organization is STEP ONE Get residents, commercial property owners, businesses and government working TOGETHER. Put someone in charge.
2. Do the "branding" thing right. Get "buy-in" from all stakeholders
3. Create partnerships
4. Look for easy "wins": Storefront and signage improvements, programming, promotional events
5. Make public realm enhancements
6. Drive development on Main Street "catalyst" sites.  
DOWNTOWN COMES FIRST.
7. Master-plan and re-zone the west end and crossroads sites.  
Make the VISITOR ECONOMY PLAY





CATALYST SITE Main & 400W: 300,000 GSF +/-, mixed use with junior box retail and entertainment. Max 60' setback, sidewalks behind canal, developed façade for 60% of frontage



TREMONT CENTER  
 MASTER PLAN  
 11.12.2014  
 SCALE: 1:500



group: ●  
 ctull

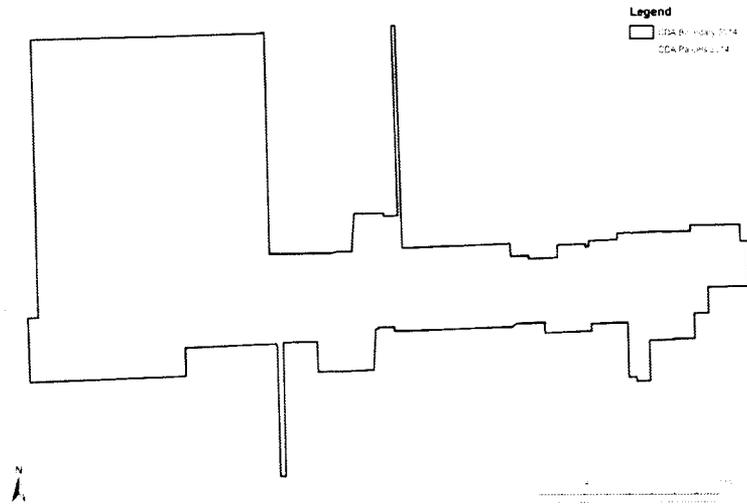
GROUP RECEIVING  
 MASTER PLAN



Call 877  
 MASTER PLAN

## Project Area Map

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## Project Overview

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- 73.7 acres in Project Area
- 109 parcels in Project Area
- 3 parcels are the center of redevelopment efforts
- Mixed use - retail, office and residential development planned
- Need significant infrastructure improvements
- Develops and builds business opportunities
- Well-planned mixed use center of office and retail uses
- Estimated 1,000 new jobs created in local area

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## Development Assumptions

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<b>Development Type</b>	<b># of Units</b>
24-plex Residential	10
Commercial Space	1
Commercial 4-plex	4
Store Office 8000 ft	4
Store Office 6000 ft	5
Store Office 11,700 ft	3
Corner Bank	1
Commercial 20,000 ft	2
Retail 26,000 ft	1
Retail 36,000 ft	1
Grocery	1

11

## Tax Increment Request

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- 75% for 15 years
- Maximum of \$4.3 million

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## Base Year Tax Revenues Remain Unchanged

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Taxing Entity	Tax Rate	Annual Base Taxes
Box Elder	0.002521	\$25,997
Box Elder School District	0.008386	\$86,477
Tremonton	0.003087	\$31,833
Box Elder Mosquito Abatement District	0.000207	\$2,135
Bear River Water Conservancy District	0.000198	\$2,042
<b>Total</b>	<b>0.014399</b>	<b>\$148,483</b>

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## Incremental Taxes to Taxing Entities

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Incremental Tax Revenues to Taxing Entities	Total Years 1-15	NPV Years 1-15
Box Elder	\$379,001	\$260,822
Box Elder School District	\$1,260,730	\$867,613
Tremonton	\$464,092	\$319,380
Box Elder Mosquito Abatement District	\$31,120	\$21,416
Bear River Water Conservancy District	\$29,767	\$20,485
<b>Total</b>	<b>\$2,164,710</b>	<b>\$1,489,715</b>

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### Incremental Taxes to Agency at 75%

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<b>Incremental Tax Revenues to Agency</b>	<b>Total Years 1-15</b>	<b>NPV Years 1-15</b>
Box Elder	\$1,137,003	\$782,465
Box Elder School District	\$3,782,191	\$2,602,838
Tremonton	\$1,392,276	\$958,140
Box Elder Mosquito Abatement District	\$93,360	\$64,248
Bear River Water Conservancy District	\$89,300	\$61,455
<b>Total</b>	<b>\$6,494,130</b>	<b>\$4,469,146</b>

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### Incremental Taxes to Taxing Entities after 15 Years

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<b>Taxing Entities</b>	<b>Annual Amount</b>
Box Elder	\$149,882
Box Elder School District	\$498,575
Tremonton	\$183,532
Box Elder Mosquito Abatement District	\$12,307
Bear River Water Conservancy District	\$11,772
<b>Total</b>	<b>\$856,068</b>

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## Projected Expenditures

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<b>CDA Expenses</b>	<b>Amount</b>
Bury Central Canal	\$1,000,000
Bridges and ROW improvements	\$300,000
Landscaping over the buried canal and pedestrian amenities	\$208,000
Bury overhead power	\$50,000
Water line installation	\$50,000
Bore water line under canal	\$20,000
Acquire ROW for road extension (480 West)	\$60,000
Building of road extension (480 West)	\$40,000
Demolition of homes	\$350,000
Façade improvements	\$640,000
Replacement of streetlights	\$695,553
New streetlights	\$207,186
Public realm improvements	\$100,000
Main Street trees	\$283,000
Street trees for public road	\$84,000
Public plaza	\$150,000
<b>Total</b>	<b>\$4,237,739</b>

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## Summary of Benefits to Taxing Entities

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- Enhanced property values in downtown area
- \$55.835 million in increased private investment in downtown
- Infrastructure improvements in downtown
- Creation of nearly 1,000 new jobs in Tremonton
- Incremental taxes of \$2.16 million over the next 15 years
- Increased ANNUAL tax revenues of \$856,000 after 15 years

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**Downtown is your most important  
business and industrial recruitment  
tool.**



Your entire community  
will be judged based  
on the quality and  
vitality of downtown.

**INTERLOCAL AGREEMENT BETWEEN TREMONTON CITY REDEVELOPMENT AGENCY AND BOX ELDER COUNTY, AUTHORIZING THE TREMONTON CITY REDEVELOPMENT AGENCY TO RECEIVE TAX INCREMENT FROM THE TREMONT CENTER COMMUNITY DEVELOPMENT PROJECT AREA PLAN**

**THIS INTERLOCAL AGREEMENT** is entered into as of this 1<sup>st</sup> day of April 2015, by and between the **TREMONTON CITY REDEVELOPMENT AGENCY** (hereinafter the "Agency") and **BOX ELDER COUNTY** (hereinafter the "County"). The Agency or County may be referred to individually as "Party" or collectively as "Parties".

RECITALS:

**WHEREAS**, the Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C of the Utah Code (hereinafter the "Act"), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Tremonton City, Utah, as contemplated by the Act; and

**WHEREAS**, pursuant to the Tremonton City Redevelopment Agency Resolution No. RDA 14-09 adopted by the Agency on the 15<sup>th</sup> day of July, 2014, the Agency authorized steps to be taken for the creation of the Tremont Center Community Development Project Area Plan, and

**WHEREAS**, the Tremont Center Community Development Project Area (hereinafter the "Project Area") is located along Main Street in Tremonton City, Utah from approximately 730 West to approximately 200 East and covers 73.7 total acres and includes 109 parcels that account for 60.3 acres of the total 73.7 acres, with the remaining acreage belonging to roads, rail and alley-ways, a map and the legal description of which is attached hereto as Exhibit "A"; and

**WHEREAS**, in accordance with the terms of the Tremont Center Community Development Project Area Plan (hereinafter the "Project Area Plan"), which is attached hereto as Exhibit "B", the Agency shall encourage, promote and provide for the development of commercial, retail, and residential spaces within the Project Area; and

**WHEREAS**, the primary area slated for development is the Tremont Center Site comprised of approximately 38 acres located at the corner of 400 West and Main Street is slated for commercial, office and residential development have unique and significant infrastructure needs in order to make new development viable; and

**WHEREAS**, it is anticipated the Project Area shall improve Tremonton City's Main Street area through the creation and revitalization of retail shopping, residential development, and commercial office space; and

**WHEREAS**, the creation of the Tremont Center Community Development Project Area shall bring jobs, amenities, and revenues to the area, providing financial resources to the Agency to invest in infrastructure and other improvements in the Project Area; and

**WHEREAS**, the Project Area shall generate additional property tax revenues and diversification through new business opportunities; and

**WHEREAS**, the purpose and intent of the Tremont Center Community Development Project Area Plan clearly sets forth the aims and objectives of the Agency and Project Area, including its scope, improvements associated with infrastructure and revitalization and the mechanism for funding said improvements, and the value of the Plan to the residents, businesses and property owners, and taxing entities in this area; and

**WHEREAS**, on February 17, 2015, the Board of Directors of the Tremonton City Redevelopment Agency adopted Resolution No. RDA 15-01 adopting the Tremont Center Community Development Project Area Plan and related matters, which Project Area Plan is attached hereto as Exhibit "B"; and

**WHEREAS**, on February 17, 2015, the Tremonton City Council adopted Ordinance No. 15-02 approving the Tremont Center Community Development Project Area Plan and related matters; and

**WHEREAS**, the County has agreed to participate in the project through authorizing the Agency to use a portion of their Tax Increment (as defined in Utah Code Ann. §17C-1-102 (hereinafter "Tax Increment")), as set forth in the Project Area Plan; and

**WHEREAS**, the Agency anticipates using Tax Increment created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and

**WHEREAS**, Utah Code Ann. §17C-4-201(1) authorizes the County to consent to the payment to the Agency of a portion of the County's share of Tax Increment generated from the Project Area for the purposes set forth herein; and

**WHEREAS**, Utah Code Ann. §11-13-215 further authorizes the County to share its tax and other revenues with the Agency; and

**WHEREAS**, the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act Utah Code Ann. § 11-13-101 et seq. as amended (hereinafter the "Cooperation Act").

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### **Section I. County Consent**

**A. County Share of Tax Increment.** Pursuant to Utah Code Ann. § 17C-4-201(2)(b) and 11-13-215, the County hereby agrees and consents that the Agency shall be paid seventy-five percent (75%) of the County share of the Tax Increment (including real and personal property) from the Project Area (hereinafter the "County Share") for fifteen (15) consecutive

years, starting with the first year that the Agency decides to take Tax Increment which is projected to be for tax year 2016 (which is received in the Spring of 2017 by the Agency). In no case shall the Agency receive Tax Increment in excess of \$4.3 million. If the Agency receives \$4.3 million in Tax Increment prior to 15 years, the Agency will dissolve the Project Area.

Based upon review of the Box Elder County and Utah State Tax Commission records, the Parties believe the 2015 base taxable value of the Project Area is approximately one hundred and forty-eight thousand dollars (\$148,000), which base taxable value is subject to adjustment by law in accordance with Utah Code Ann. § 17C-1-102(6). The County Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein, and for the purpose of providing funds to the Agency to carry out the Tremont Center Community Development Project Area Plan, as contained in Exhibit “B”, and shall be disbursed as specified in the Project Area Plan, future agreements, and herein. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-1-102(47)(a), using the County's then current tax levy rate.

**B. County Payment.** Box Elder County shall pay directly to the Agency the County Share in accordance with Utah Code Ann. § 17C-4-203 for a period of fifteen (15) consecutive years or until the Agency receives \$4.3 million whichever occurs first described in Section I(A) above.

## **Section II. Amendments to Project Area Plan**

**A. Notification of Plan Amendment.** In the event the Agency or the City makes any substantive changes to the Project Area Plan, the Agency shall provide the County with a copy of such revised Project Area Plan. If the County approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

## **Section III. Use of Tax Increment**

**A. County Authorization for Use of Tax Increment.** Except as otherwise provided in this Agreement, the Parties agree the Agency may apply the County Share to the payment of any of the components of the Project, as described in the Tremont Center Community Development Project Area Plan, or like infrastructure and improvements to the Project Area, as determined by the Agency. While flexibility is granted to the Agency in determining expenses in the Project Area, the maximum Tax Increment requested by the Agency is \$4.3 million, and if that Tax Increment is reached prior to 15 years, the Agency will cease taking Tax Increment at that point in time as stated in Section I(A) of the Agreement. The Tremont Center Community Development Project Area Plan recognizes and anticipates that some line items for expenditures may be more or less than those shown in the Project Area Plan and Budget. The Budget for expenditures shall not be held to strict amounts for each line item, but rather the overall amount of \$4.3 million for expenses shall be the maximum cap amount. Additionally, the use of Tax Increment shall include, but be not limited to, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### Section IV. Miscellaneous

A. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a Party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

B. **Due Diligence.** Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the Parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

C. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

i. This Agreement shall be authorized and adopted by the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;

ii. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);

iii. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209;

iv. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;

v. The term of this Agreement shall commence on the date of full execution of his Agreement by both Parties and shall continue through the date on which all of the County Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section I(C) hereof, but in any event, unless amended, this Agreement shall terminate no later than fifteen (15) consecutive years, starting with the first year that the Agency decides to take Tax Increment which is projected to be for tax year 2016 (which is received in the Spring of 2017 by the Agency);

vi. Following the execution of the Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Area in accordance with § 17C-4-202;

vii. The Parties agree they do not, by this Agreement, create an interlocal entity;

viii. There is no financial or joint or cooperative undertaking and no budget shall be established or maintained;

ix. No real or personal property shall be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

**D. Modification and Amendment.** Any modification of, or amendment to, any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

**E. Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to preform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

**F. Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah, and any dispute arising herefrom shall be brought exclusively in the First District Court of Utah, in and for Box Elder County.

**G. Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

**H. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement shall not be materially and adversely affected thereby,

i. such holding or action shall be strictly construed;

ii. such provision shall be fully severable;

iii. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

iv. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

v. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

I. **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits set forth above are hereby incorporated by reference as part of this Agreement.

J. **“Arms Length” Transaction.** The Parties hereto expressly disclaim and disavow any partnership, joint venture or fiduciary status, or relationship between them and expressly affirm that they have entered into this Agreement as independent Parties and that the same is in all respects an “arms-length” transaction.

K. **Complete Agreement.** There shall be deemed to be no other terms, conditions, promises, understandings, statements, representations, expressed or implied, concerning this Agreement, unless set forth in writing signed by all of the Parties hereto. Further, paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

L. **Word Meanings.** When used in this Agreement, words of the masculine gender shall include the feminine and neutral gender, and when the sentence so indicates, words of the neutral gender shall refer to any gender; and words in the singular shall include the plural and vice versa. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto, and shall be deemed to be and contain the entire understanding and agreement between the Parties hereto pertaining to the matters addressed in this Agreement.

M. **Payment of Costs.** Upon submission of the County’s invoice to the Agency, the Agency shall pay any costs associated the County’s approval of this Agreement which includes attorney fees, costs associated with public notices; etc.

N. **Public Notices.** The Agency and the County shall work cooperatively to ensure and provide all public notices as required by Utah Code Ann. §§ 11-13-219, 17C-4-102, 17C-4-202, 17C-4-401, and 17C-4-402.

**ENTERED** into as of the day and year first above written.

**AGENCY**

\_\_\_\_\_  
ROGER FRIDAL,  
Chair

**Attest:**

\_\_\_\_\_  
DARLENE HESS,  
Secretary

**TREMONT CENTER COMMUNITY DEVELOPMENT AND THE TREMONTON CITY  
REDEVELOPMENT AGENCY**

**Certification and Attorney Review for the Agency:**

Pursuant to Utah Code Ann § 17C-4-201(3)(a), the undersigned Attorney, licensed in the State of Utah, certifies the Agency has followed all legal requirements relating to the adoption of this Interlocal Agreement.

Additionally, the undersigned, as counsel for the Tremonton City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Tremont Center Community Development Project  
and Tremonton City Redevelopment Agency**

\_\_\_\_\_  
DUSTIN ERICSON,  
Agency Attorney

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT



COUNTY  
By: [Signature]

Title: Commission Chairman

ATTEST:  
[Signature]

**Certification and Attorney Review For the County**

Pursuant to Utah Code Ann § 17C-4-201(3)(a), the undersigned Attorney, licensed in the State of Utah, certifies the County has followed all legal requirements relating to the adoption of this Interlocal Agreement.

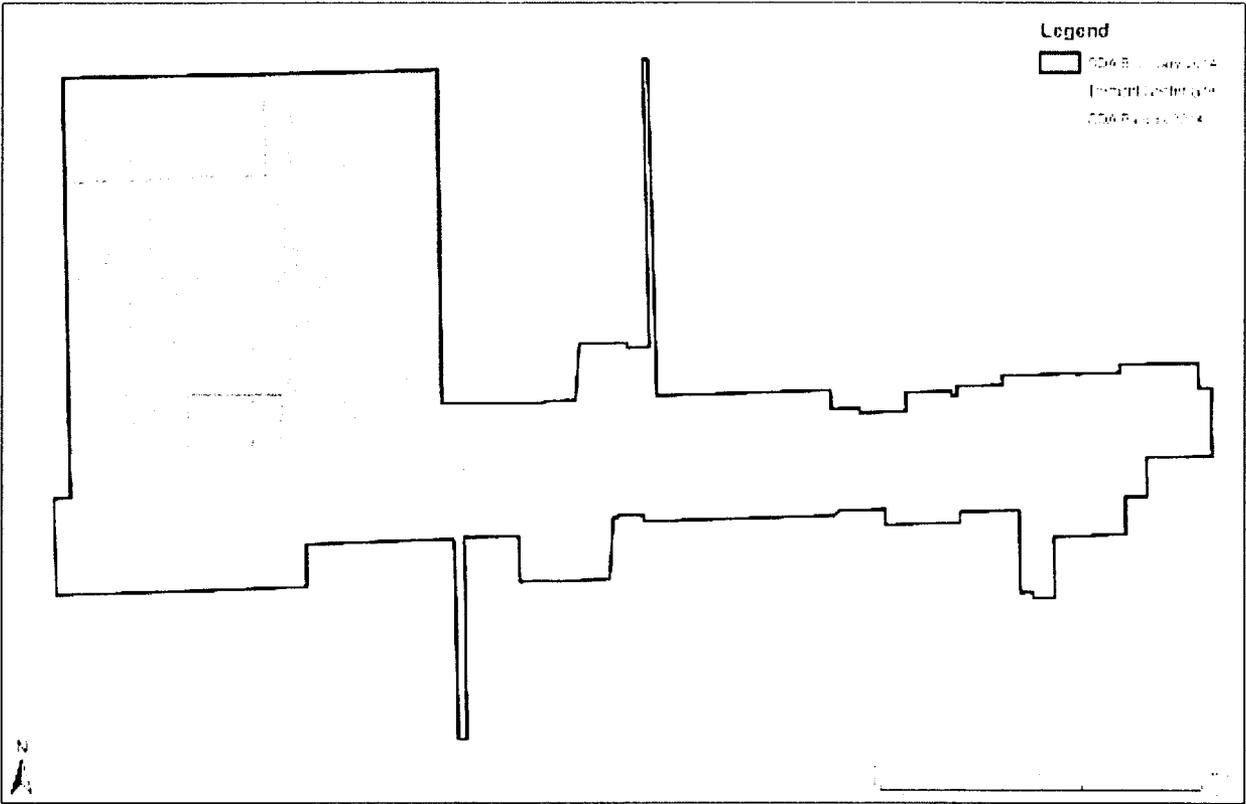
Additionally, the undersigned, an attorney for the Box Elder County, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

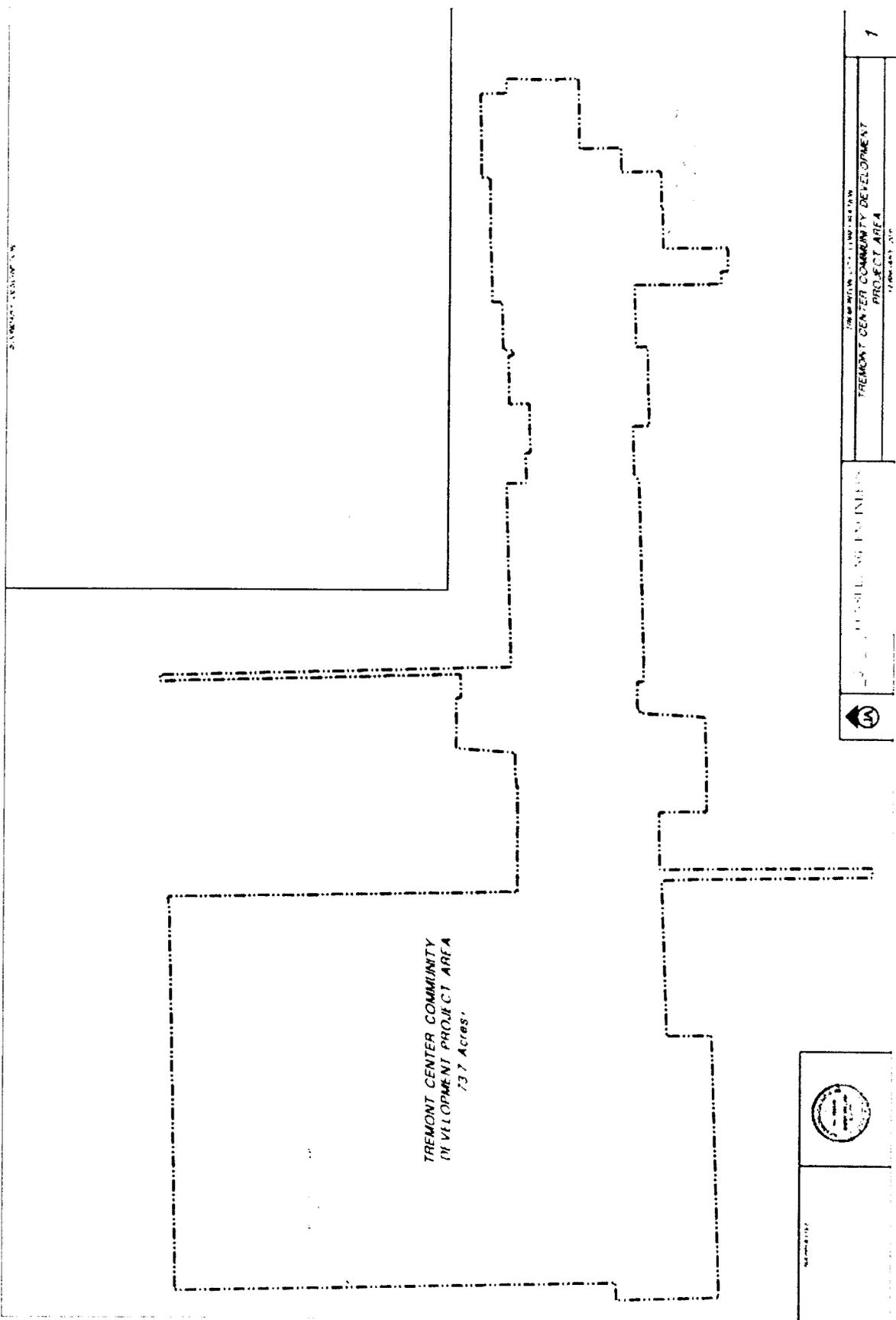
Attorney for Box Elder County

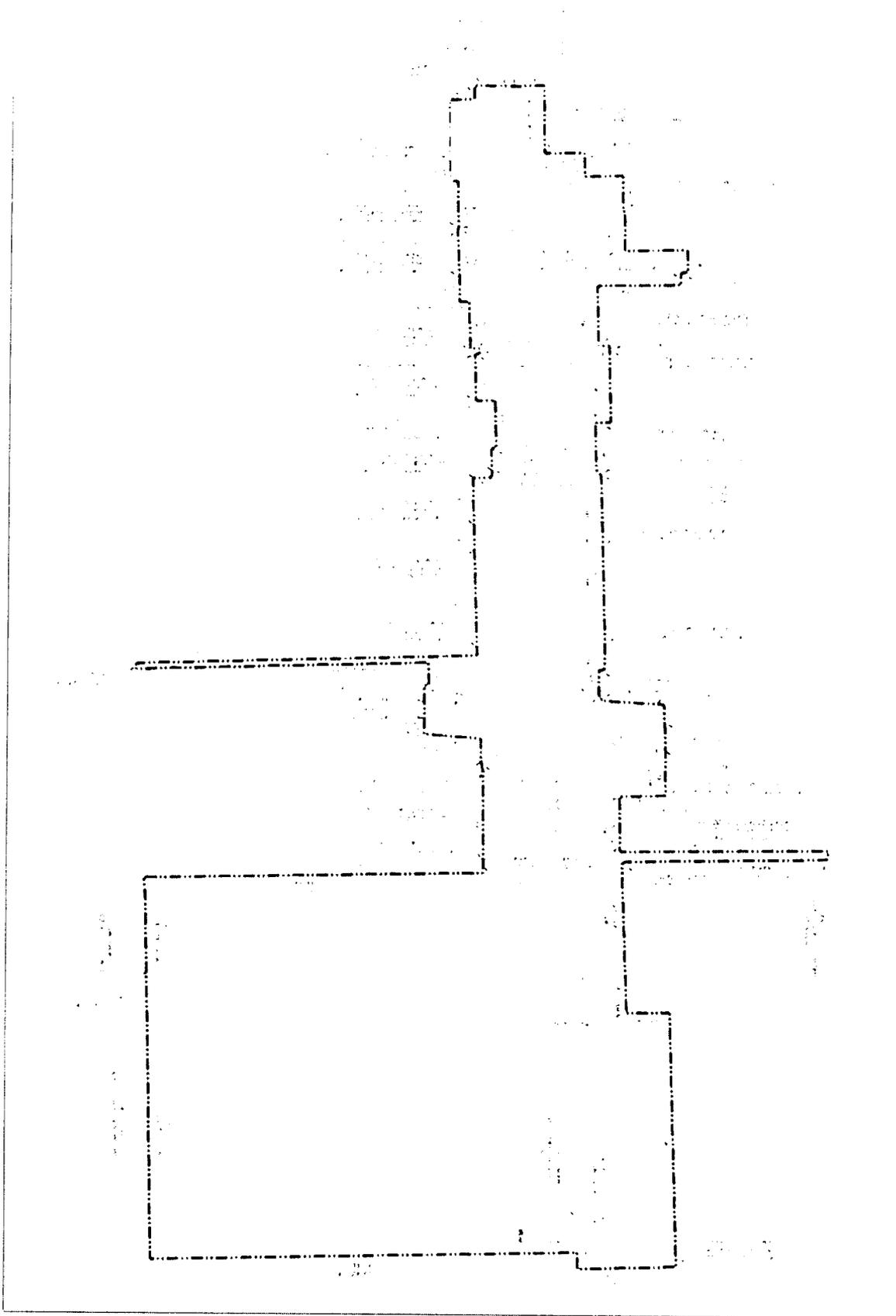
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Exhibit "A"- Map and Legal Description







**TREMONT CENTER COMMUNITY DEVELOPMENT  
PROJECT AREA  
BOUNDARY DESCRIPTION**

February 16, 2015

Part of the south half of Section 3 and the north half of Section 10, Township 11 North, Range 3 West, Salt Lake Base & Meridian, US Survey:

Beginning at a point on the north line of Main Street, said point being at the extension of a fence line, said point further described as being N 01°21'17" W 49.01 feet along the meridional centerline of said Section 3 and S 87°35'40" W 1270.88 feet from the South Quarter Corner of said Section 3, from which the southwest corner of Section 3 bears S 87°35'40" W 2,625.01 feet and running thence N 01°29'43" W 1281.66 feet along said extension and fence line to a point on the south line of Lone Brook P.U.D. phase 1; thence N 87°52'53" E 1002.82 feet along the south line of said phase 1 and the south line of Lone Brook P.U.D. phase 2 to a point on the west line of Sunset Estates Town Homes; thence S 01°07'41" W 2.85 feet to the southwest corner of said Sunset Estates Town Homes; thence N 87°42'06" E 271.24 feet along the south line of said Sunset Estates and its extension to a point on said meridional centerline of Section 3; thence S 01°21'17" E along said centerline 1066.84 feet more or less to a point due west of the southwest corner of Lot 7, Schrenk's West Subdivision to Tremonton; thence East 16.5 feet to the said southwest corner of Lot 7; thence East along the south line of said subdivision 280 feet to the southeast corner of said Lot 7; thence northeasterly across 300 West Street to the northwest corner of Big Horn Holding LLC property (tax ID # 05-049-0011); thence East 81.7 feet along the north line of said property to the west line of Big Horn Holding LLC property (tax ID # 05-049-0026); thence N 05°27'56" E 140.90 feet parallel with and 100 feet perpendicularly distant West from centerline of railroad to the north line of said Big Horn Holding property; thence East 50.23 feet to the west line of railroad; thence S 84°31'56" E perpendicular to the railroad right-of-way 100 feet more or less to the east line of the railroad right-of-way; thence S 5°28'04" W 13.94 feet more or less to the northwest corner of SJS LLC property (tax ID #05-049-0024); thence East along said property 73.41 feet to the west line of the Tremonton City Corporation property (tax ID# 05-049-0025); thence North along said west line 932.56 feet to the north line of the Southwest Quarter of the Southeast Quarter of said Section 3; thence S 89°56'48" E 18.09 feet along said north line to the east line of said Tremonton property; thence South along said east line 1117.56 feet more or less to a point due west from the Northwest corner of Lot 7, Block 7, Plat A, Tremonton Survey; thence East 330 feet more or less to the northeast corner of Lot 18 of said Block 7; thence east 79 feet across 100 West Street to the northwest corner of Lot 13, Block 8, Plat A, Tremonton Survey; thence East 150 feet to the northeast corner of Lot 8 of said Block 8; thence South 53.58 feet to a point due west of the northwest corner of the Don L. Pope property (tax ID #05-053-0067); thence along said Pope property the following three courses (1) N 89° 57'35" E 72.66 feet, (2) South 31.43 feet, and (3) N 89°57'35" E 77.32 feet to the west line of Tremont Street; thence East 79 feet to the east line of Tremont Street; thence North along the east line of Tremont Street 70.01 feet to the northwest corner of Lot 8, Block 9, Plat A, Tremonton Survey; thence East 150 feet to the northeast corner of said Lot 8; thence South 15.00 feet; thence East 17.00 feet across an alley to the west line of Lot 11 of said Block 9; thence North 30.00 feet to the northwest corner of said Lot 11; thence East 150 feet to the west line of 100 East Street; thence North 38.75 feet; thence East 79.00 feet to the east line of 100 East Street at the northwest corner of Lot 4, Block 3, Plat C, Tremonton Survey; thence East 141.5 feet to the northeast corner of Lot 4 of said Block 3 of Plat C; thence East 17.0 feet to the northwest corner of Lot 4, Block 3, Plat G of said Tremonton Survey; thence South 5foot 7.5 inches; thence East 145 feet to the east line of said Lot 4 of said Block G; thence North along the west line of 200 Seat Street 40 feet 7.5 inches; thence East 66 feet to a point on the east line of 200 East Street, said point being the northwest corner of the

Capener Marble Development LLC property (tax ID #05-052-0019), said point further described as being 380.5 feet West and 268.0 feet North of the Southeast Corner of said Section 3; thence East 200 feet; thence South 85.0 feet; thence East 38.84 feet; thence South 74.67 feet; thence S 0°55'40" W along an existing retaining wall 54.36 feet; thence South 20.97 feet to a point on the north line of Main Street, said point being 33 feet North and 142.5 feet West of the Southeast Corner of said Section 3; thence South 76.75 feet more or less to the south line of Main Street; thence S 89°54'28" W 220.50 feet to the northwest corner of the Gary D. Huber property (tax ID #05-062-0074), said point being South 43.75 feet and S 89°54'28" W 363.0 feet from the Northwest Corner of said Section 10; thence along said Huber property the following two courses: (1) S 0°05'32" E 127.5 feet and (2) S 89°54'28" W 75.2 feet to the Loebarido Hernandez property (tax ID #05-062-0050); thence along said Hernandez property the following two courses, (1) South 111.75 feet and (2) West 111.0 feet to the southeast corner of Lot 5, Block 1, Plat B, Tremonton Survey; thence West along the south line of said Lot 5 127.5 feet to the east line of the C & D Enterprises LC property (tax ID #05-065-0063); thence along said C & D Enterprises property the following three courses: (1) South 200 feet, (2) West 72.5 feet, and (3) North 21 feet to the southeast corner of the C & D enterprises LC property (tax ID #(05-065-0060); thence along said C & D Enterprises property the following two courses: (1) West 39.5 feet, and (2) North 264 feet to the southeast corner of the C & D enterprises LC property (tax ID #(05-065-0063); thence West 189.5 feet to the southwest corner of Lot 6, Block 10, Plat A Tremonton Survey; thence South 35 feet; thence West to the southeast corner of Lot 10 of said Block 10; thence West 150.0 feet along the south line of said Lot 10 to the east line of Tremont Street; thence West 79.0 feet to the west line of Tremont Street; thence North to the Southeast corner of Lot 3, Block 11, Plat A, Tremonton Survey; thence West 167.0 feet along the south line of said Lot 3 and across a 17 foot wide alley to the east line of Lot 16 of said Block 11; thence South along the east line of said Lot 16 to the southeast corner of said Lot 16; thence West 150.0 feet to a point on the East line of 100 West Street, said point being the southwest corner of Lot 11 of said Block 11; thence West 79.0 feet to a point on the west line of 100 West Street, said point being the southeast corner of Lot 1, Block 12, of said Plat A, Tremonton Survey; thence West 318.0 feet to a point on the east line of 200 West Street, said point being the southwest corner of Lot 12 of said Block 12; thence West 79.0 feet to a point on the west line of 200 West Street; thence North along the west line of 200 West Street 24.1 feet to the southeast corner of the William H. Myers property; thence West along the south line of said Myers property 79.48 feet; thence S 5°23'11" W 9.10 feet to the north line of Lot 4, Block 13 of said Plat A; thence West 18 feet to the east line of the Railroad; thence S 5°23'11" W along said Railroad 200 feet more or less to the southwest corner of Lot 7 of said Block 13; thence West 150 feet to the west line of said Railroad; Thence West 142.0 feet to the southwest corner of Lot 9, Block 14, of said Plat A; thence North along the west line of said Lot 9 150.0 feet to the northwest corner of said Lot 9; thence West 150.0 feet to the northwest corner of Lot 6 of said Block 14; thence West to the centerline of the Bear River Canal; thence S 0°2'55" W along said canal centerline to a point due east of the southeast corner of Lot 11, Chadaz Estates Subdivision Phase 1; thence N 0°1'50" E along the east line of said Chadaz Estates Subdivision 648.45 feet more or less to the Northeast corner of said Chadaz Estates subdivision, said corner being the southeast corner of the Crump & Reese Holdings LLC property, said corner further described as being located South 242.0 feet from the Northeast Corner of the Northwest Quarter of Section 10, T11N, R3W, Salt Lake Base & Meridian; thence West along the north line of said Chadaz Estates subdivision 411.98 feet to the east line of 480 West Street; thence West to the west line of said Street; thence South along the west line of 480 West and the North line of 100 South Street to the west line of said Chadaz Estates Subdivision; thence West along the south line of Block 1 and Block 2 of Plat R, Tremonton Survey to the Southwest corner of Lot 22 of said Block 2; thence North 317.0 feet along the West line of Lot 22 and lot 10 of said Block 2 to the south line of State Highway 102 (Main Street); thence East to a point due south of the point of beginning; thence North to the point of beginning.

Contains: 73.7 Acres.

Exhibit "B"- Tremont Center Community Development Project Area Plan

**ORDINANCE NO. 398**

**AN ORDINANCE OF BOX ELDER COUNTY AMENDING SECTION 1-3-040 OF THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE TO UPDATE CERTAIN DEFINITIONS REGARDING ANIMALS.**

**WHEREAS**, a recommendation has been made to amend the Box Elder County Land Use Management & Development Code, Section 1-3-040, Definitions, to update and change “Animals and Fowl for Recreation and Family Food Production” along with updating “Household Pets” and “Kennel” to better serve the smaller parcels that are more densely populated within the County; and

**WHEREAS**, the Box Elder County Planning Commission scheduled a public hearing on the petition 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 in at least 3 public locations within the county and on the county’s official website; and by publishing it in a newspaper of general circulation in the area and 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 November 20, 2014, 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 April 1, 2015, 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 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 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 Box Elder County Commission, acting as the legislative body of Box Elder County, State of Utah, hereby ordains as follows:

**SECTION 1: Ordinance Text Amendment.** Section 1-3-040, Definitions, of the Land Use Management & Development Code of Unincorporated Box Elder County is hereby amended as follows:

*All #5*

**Animals and Fowl for Recreation and Family Food Production:** The keeping of animals on a lot or parcel for exclusive personal, non-commercial, use by persons residing thereon.

**Family Food Production:** The keeping of not more than two (2) cows, two (2) sheep, one (1) pig, two (2) goats, twenty (20) rabbits, twenty-five (25) chickens, fifty (50) pheasants, ten (10) turkeys, ten (10) ducks, ten (10) geese, and twenty (20) pigeons, provided that an additional number of animals equal to two (2) times the number listed above and an additional number of fowl equal to five (5) times the number listed above may be kept in each one-half acre in the lot over and above the minimum number of square feet required for a single-family residential lot in the zone and provided that not more than three categories of the above-listed kinds of animals and fowl are permitted at any one time on any lot smaller than two (2) acre. A horse is equivalent to a cow.

**Animals and Fowl for Recreation and Family Food Production:** The keeping of animals on a lot or parcel for exclusive personal, non-commercial, use by persons residing thereon. Applicable to the R-1-20 Zone.

<u>Type</u>	<u>Maximum Per ½ Acre – any combination</u>
<u>Cows, Donkeys, and other large animals</u>	<u>1</u>
<u>Horses</u>	<u>2</u>
<u>Goats, Sheep, Llamas, Alpacas and other small animals</u>	<u>7</u>
<u>Pigs, Hogs</u>	<u>2</u>
<u>Chickens, Ducks, Pigeons</u>	<u>10</u>
<u>Rabbits, Hares</u>	<u>20</u>
<u>Apiaries, Aviaries</u>	<u>5 Hives</u>

**Household Pets:** Animals or fowl ordinarily permitted in the house and kept for company or pleasure, such as which includes but is not limited to dogs, cats, rabbits, fowl and canaries' any other living animal considered to be a household pet; not to exceed a total of four (4) dogs or cats, four (4) rabbits, and six (6) fowl; the total number of pets shall not exceed ten (10). Household pets ~~do but~~ not include any animals which are likely to inflict harm or endanger the health, safety, or welfare of any person or property. This definition shall not include a sufficient number of dogs or cats as to constitute a kennel as defined in this Code.

**Kennel:** An establishment having ~~four (4)~~ five (5) or more dogs or cats for the purpose of boarding, keeping, breeding, buying, grooming, letting for hire, training for profit, or selling.

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

**PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED** this 15<sup>th</sup> day of April, 2015, by the Board of County Commissioners of Box Elder County, Utah,

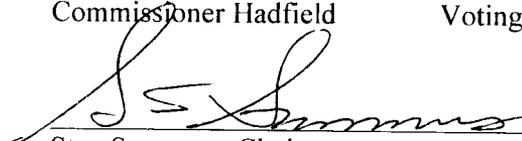


Attest:

  
Marla Young  
Box Elder County Clerk

Commissioner Summers  
Commissioner Scott  
Commissioner Hadfield

Voting Aye  
Voting Aye  
Voting Aye

  
Stan Summers, Chair  
Box Elder County Commission