

**MINUTES
BOX ELDER COUNTY COMMISSION
JULY 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 11:15 a.m. on **July 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 11:25 a.m.

The regular session was called to order by Chairman Summers at 11:30 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 Treasurer Shaun Thornley.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JUNE 17, 2015 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SCOTT, SECONDED BY COMMISSIONER HADFIELD AND UNANIMOUSLY CARRIED.

AGENDA: ATTACHMENT NO. 1

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION**Road Respect Event – Commissioner Scott**

Commissioner Scott reported on the Road Respect event that took place the prior Saturday. He stated the event taught citizens bicycle safety and a certificate was presented to Box Elder County for being a designated Road Respect community. He thanked Rebecca Dilg for her hard work in heading the committee.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**Honor Flight Benefit Concert Contract #15-16 – Chairman Summers**

Chairman Summers said the contract for the Honor Flight Benefit Concert is complete with a few minor changes. He encouraged everyone that might know a veteran from World War II or the Korean War to participate in the flight. He stated the CEO of Vulcraft said excess monies earned, and not used for the flight, may be donated to the fair.

MOTION: Commissioner Hadfield made a motion to approve Contract #15-16 regarding the Honor Flight Benefit Concert with the amended changes. The motion was seconded by Commissioner Scott and unanimously carried.

(See Attachment No. 2 – Contract.)

Appoint Merit Commissioner for BEC Sheriff's Office – Commissioners

Sheriff Kevin Potter explained the purpose of the merit commission. He stated the board oversees the hiring and promotion process. He recommended Monte Munns to fill the vacancy on the commission.

MOTION: Commissioner Scott made a motion to approve Monte Munns as a merit commissioner. The motion was seconded by Commissioner Hadfield and unanimously carried.

ANNUAL AUDIT REPORT – ULRICH & ASSOCIATES, TOM KOTTER

Auditor Tom Kotter introduced Mike Ulrich and Heather Christopherson from Ulrich & Associates as the independent auditors for 2015. He said it had been twenty years since the audit firm had been changed. The audit went very smooth.

Mike Ulrich thanked the county for the opportunity to conduct the audit. He highlighted portions of the audit and offered suggestions for improvement. He brought attention to the four out of five fund balances that have declined. There are more expenditures than revenue. In many cases the departments have been more conservative than originally budgeted. He stated the county is on track to be debt free in three years. Mr. Ulrich recommended implementing a crosschecking of credit card approvals by both employees and supervisors, keeping a better paper trail of

voided transactions at the landfill, receipting and deposits being made timelier from public safety and the justice court, and collections on justice court files that have been closed.

Mr. Ulrich thanked the auditor's office and other departments for their efforts in assisting in the audit.

(See Attachment No. 3 – Audit Report.)

APPOINT MEMBERS TO INDUSTRIAL PROTECTION AREA BOARD – COMMISSIONERS

Chairman Summers said there is a need to appoint members to the Industrial Protection Area Board because some members have changed word positions. He recommended Kevin Thackeray from Orbital ATK and Corbet Austin of Storm Products.

MOTION: Commissioner Scott made a motion to appoint Kevin Thackeray and Corbet Austin to the Industrial Protection Area Board. The motion was seconded by Commissioner Hadfield and unanimously carried.

SAFE SENIOR PHOTOS – CHAIRMAN SUMMERS

Chairman Summers stated they received a letter from the Union Pacific Railroad asking the commission to increase awareness about safety around the rails. The letter addresses a safety issue of photographs being taken on the railroad tracks.

Commissioner Scott read the letter and encouraged the citizens to visit the website www.up.com/photosafety for more information.

CONTRACT #15-18 MARK WARD TO PREPARE COUNTY RMP – CHAIRMAN SUMMERS

Chairman Summers stated they requested bids for consulting and plan writing services for the Box Elder County Resource Management Plan. In reviewing the bids they found Mark Ward was the most knowledgeable, and the basic cost was far less to use him verses other sources.

MOTION: Commissioner Hadfield made a motion to approve Contract #15-18 with Mark Ward to prepare the Box Elder County Resource Management Plan. The motion was seconded by Commissioner Scott and unanimously carried.

(See Attachment No. 4 – Contract.)

TAX SALE RATIFICATION – TOM KOTTER

Auditor Tom Kotter stated the tax sale was held on May 21, 2015. There were 25 parcels sold that will be conveyed via tax deed, and 3,213 parcels were struck to county.

MOTION: Commissioner Scott made a motion to ratify the tax sale held on May 21, 2015. The motion was seconded by Commissioner Hadfield and unanimously carried.

RESOLUTION #15-04/ADOPTING 2015 TAX RATES – TOM KOTTER

Auditor Tom Kotter stated they discussed the various tax rates at the last commission meeting. He has prepared the resolution to adopt the 2015 tax rates.

MOTION: Commissioner Hadfield made a motion to approve Resolution #15-04 approving the 2015 tax rates. The motion was seconded by Commissioner Scott and unanimously carried.

(See Attachment No. 5 – Resolution.)

CLAY EARL REZONE/ORDINANCE #409 – SCOTT LYONS

County Planner Scott Lyons explained the requested rezone is a change from MU-40 zoning to RR-2. The property is located on Beaver Dam Road, south of the church. The request has been presented to the planning commission and a public hearing was held with no public comment. The planning commission forwards a recommendation for approval. Mr. Lyons said ordinance #409 has been prepared for the change.

MOTION: Commissioner Scott made a motion to adopt Ordinance #409 regarding the Clay Earl Rezone. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 6 – Ordinance.)

JEROME JENKINS REZONE/ORDINANCE #408 – SCOTT LYONS

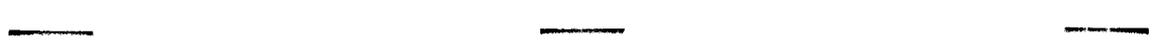
County Planner Scott Lyons explained the requested rezone is east of Willard and is a thirteen-acre lot. It is currently in an MU-160 zone and has historically had an orchard on it. The applicant is requesting a change to the RR-10 zone to build a home and continue the orchard. The request has gone before the planning commission and has been recommended for approval.

MOTION: Commissioner Scott made a motion to adopt Ordinance #408 regarding the Jerome Jenkins Rezone. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 7 – Ordinance.)

MILLAR SUBDIVISION – SCOTT LYONS

This item was cancelled.



TANAKA SUBDIVISION – SCOTT LYONS

County Planner Scott Lyons stated the subdivision is located at approximately 10400 North 7845 West. The existing parcel is seventy-seven acres and the owners are requesting to split off two acres for a house and one-lot subdivision. The plat has been through the necessary reviews, but an affidavit needs to be recorded changing names on ownership, as one owner is deceased.

MOTION: Commissioner Hadfield made a motion to approve the Tanaka Subdivision pending the recording of the necessary successor trustee documents. The motion was seconded by Commissioner Scott and carried unanimously.

UPPER CREEK RANCH SUBDIVISION – SCOTT LYONS

County Planner Scott Lyons stated the Upper Creek Subdivision is located at 15931 N. Beaver Dam Road. As directed by County Attorney Stephen Hadfield, some things needed to be changed. Those changes have been made and the plat has been through the necessary department reviews.

MOTION: Commissioner Scott made a motion to approve the Upper Creek Ranch Subdivision. The motion was seconded by Commissioner Hadfield and unanimously carried.

TYSON PETERSEN SMALL SUBDIVISION – SCOTT LYONS

This item was cancelled.

CLOSURE OF CAMP FIFE ROAD – BILL GILSON

Road Supervisor Bill Gilson stated due to bridge repairs, there is a need to close the bridge below Cutler Reservoir also known as Camp Fife Road. The closure dates would be July 6-22, 2015 to facilitate the maintenance on the bridge. Work will be done on the dam at the same time so the water will be low and enable the maintenance. Camp Fife has been contacted.

MOTION: Commissioner Hadfield made a motion to approve the closure of the Camp Fife Road from July 6 to July 22, 2015. The motion was seconded by Commissioner Scott and unanimously carried.

PLYMOUTH EDA ROAD AGREEMENT #15-17 – BILL GILSON, MITCH ZUNDEL

Road Supervisor Bill Gilson explained the agreement is with two companies in Plymouth to improve the road. The two companies are willing to pay and be responsible for the improvements to the road to be done at the current time, rather than wait several years for the RDA to collect sufficient tax increments.

MOTION: Commissioner Scott made a motion to approve agreement #15-17 Plymouth Road Agreement. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 8 – Agreement.)

FIRE CONTRACTS – COREY BARTON

Fire Marshal Corey Barton presented a fire contract with Snowville. It changes the minimum service fee and stipulations of reporting.

MOTION: Commissioner Hadfield made a motion to approve the fire contract with Snowville. The motion was seconded by Commissioner Scott and unanimously carried.

(See Attachment No. 9 – Agreement.)

LETTER TO BLM PROTESTING SAGE GROUSE PLAN AMENDMENTS – COMMISSIONERS

Chairman Summers explained the Commissioners sent a letter of protest to the BLM for listing the sage grouse. If the sage grouse gets listed, it will cause big problems in Western Box Elder County.

MOTION: Commissioner Scott made a motion to ratify the letter sent to the BLM protesting sage grouse. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 10 – Letter.)

PUBLIC COMMENT PERIOD

DeAnna Hardy of Brigham City said it is honorable to send veterans to see the war memorial but it is sad the country is falling apart from within. There are too many appointed boards and they are a part of Agenda 21. The HB362 local sales tax issue should not be put on the ballot. It will bring more socialism with bike paths, sidewalks and mass transit that does not have the ridership. She asked the commissioners to stop taking money from the federal government. She asked them to restore the polling locations in the vote-by-mail precincts. The voters are being treated unfairly. She asked them to protect the freedoms of the country.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved for payment: Claims 96495 through 96568 in the amount of \$487,210.46. Claims 96569 through 96637 in the amount of \$285,629.51.

PERSONNEL ACTIONS – COMMISSIONERS

TREASURER: Marilyn Mason, compensation change, effective 07/01/2015
WEED DEPT: Mark Anderson, compensation change, effective 07/01/2015

CLOSED SESSION

Strategy session to discuss the character, professional competence, or physical or mental health of an individual and pending or reasonably imminent litigation.

MOTION: At 12:30 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 and pending or reasonably imminent litigation. The motion was seconded by Commissioner Scott and unanimously carried.

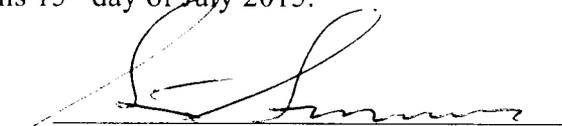
MOTION: At 12:50 p.m. a motion was made by Commissioner Scott to reconvene into regular commission meeting. Commissioner Hadfield seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

Chairman Summers stated personnel items and pending litigation were discussed in the closed session.

ADJOURNMENT

A motion was made by Commissioner Hadfield to adjourn. Commissioner Scott seconded the motion, and the meeting adjourned at 12:52 p.m.

ADOPTED AND APPROVED in regular session this 15th day of July 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 **11:15 a.m.** and a regular **Commission Meeting** commencing at **11:30 a.m. Wednesday July 1, 2015** in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.

Administrative/Operational Session

*11:15 a.m.

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

*11:25 a.m.

- *11:30 – 11:35 Call to Order: Chairman Summers
Invocation: Commissioner Hadfield
Pledge: Treasurer Shaun Thornley
Approval of Minutes of June 17, 2015
- *11:35 – 11:38 Administrative Review/Reports/Future Agenda Items – Commissioners
- *11:38 – 11:40 Former Agenda Items Follow-Up – Commissioners
1. Honor Flight Benefit Concert Contract #15-16 – Chairman Summers
 2. Appoint Merit Commissioner for BEC Sheriff's Office – Commissioners
- *11:40 – 12:00 Annual Audit Report – Ulrich & Associates/Tom Kotter
- *12:00 – 12:02 Appoint Members to Industrial Protection Area Board - Commissioners
- *12:02 – 12:04 Safe Senior Photos – Chairman Summers
- *12:04 – 12:06 Contract #15-18 w/Mark Ward to Prepare County RMP – Chairman Summers
- *12:06 – 12:11 Tax Sale Ratification – Tom Kotter
- *12:11 – 12:13 Resolution #15-04/Adopting 2015 Tax Rates – Tom Kotter
- *12:13 – 12:15 Clay Earl Rezone – Scott Lyons
- *12:15 – 12:17 Jerome Jenkins Rezone – Scott Lyons

- *12:17 – 12:19 Millar Subdivision – Scott Lyons
- *12:19 – 12:21 Tanaka Subdivision – Scott Lyons
- *12:21 – 12:23 Upper Creek Ranch Subdivision – Scott Lyons
- *12:23 – 12:25 Tyson Petersen Small Subdivision – Scott Lyons
- *12:25 – 12:30 Closure of Camp Fife Road – Bill Gilson
- *12:30 – 12:35 Plymouth EDA Road Agreement #15-17 – Bill Gilson, Mitch Zundel
- *12:35 – 12:40 Fire Contracts – Corey Barton
- *12:40 – 12:42 Letter to BLM Protesting Sage Grouse Plan Amendments – Commissioners
- *12:42 – 12:52 Public Comment Period
Rules: (1) Please Speak Only Once (Maximum of 3 Minutes)
(2) Please Speak in a Courteous and Professional Manner
- *12:50 – 12:55 Warrant Register, Personnel Actions & Cell Phone Allowances – Commission

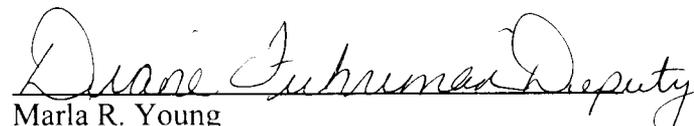
Closed Session

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 11:30 a.m.

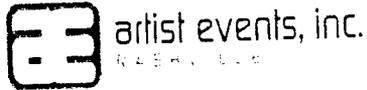
Prepared and posted this 26th day of June 2015.

Mailed to the Box Elder News Journal, the Leader, and the Standard Examiner this 26th day of June 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.



978 Mooreland Blvd. Brentwood, TN 37027
615.309.0458 office / 615.750.5187 fax

#15-16

IMPORTANT: PLEASE READ BEFORE EXECUTING CONTRACT BELOW

1. Read contract in its entirety before signing. Make sure information and date are correct on face of contract.
2. Sign contract AND rider.
 - a. If amendments need to be made, mark through the statement that needs to be changed, print any changes, and initial next to it.
3. Make deposit check payable to Artist Events, Inc f/s/o Artist. No company checks- only money orders or cashier's checks.
 - a. Send to: 978 Mooreland Blvd Brentwood, TN 37027 or bank wire:
Artist Events
First Tennessee Bank
Acc# 181395754
ABA # 084000026

**All bank wires must have a reference line indicating Artist, City and State, and Date of Show*

4. On the day of show, the balance of money due to the artist needs to be made payable to the artist unless otherwise instructed when advanced.

Att #2



artist events, inc.

978 Mooreland Blvd. Brentwood, TN 37027
615.309.0458 office / 615.750.5187 fax

CONTRACT

This contract, made this day of **May 13, 2015** when signed by you and by us, will constitute an agreement between us pursuant to which you hereby engage us, and we hereby agree, to furnish entertainment package to you subject to and upon the following terms and conditions:

ARTIST(S): **All-American Country Tour Featuring Mark Wills f/s/o NOKINTOBOB, INC**

DATE(S) OF ENGAGEMENT: **Saturday, August 22, 2015**

NUMBER OF SHOWS: **1**

VENUE: **Box Elder County Fairgrounds
320 N 1000 W
Tremonton, UT**

SHOWTIME: **TBD**

Length of performance: **105 minutes total**

Job Description: **Rain or Shine / Co-Headline with Due West**

ARTIST-INDEPENDENT CONTRACTOR:

Artist shall at all times have complete supervision, direction and control over the service of his personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. The Artist executes this agreement as an independent contractor, not as an employee of the Purchaser.

Artist Fee: \$8,333 + Production + Backline + Rider + 4 Rooms

BINDER: **N/A** DEPOSIT: **\$4,166** DUE: **With Executed Contract** Payable to: **Artist Events f/s/o Mark Wills**

BALANCE OF MONIES TO BE PAID IN U.S. DOLLARS CASH, OR CHECK PAYABLE TO: NOKINTOBOB, INC. f/s/o Mark Wills UPON DEMAND BEFORE CLOSING OF THIS ENGAGEMENT: \$4,166

Venue Capacity: **N/A**

Ticket Price: **\$20.00 - \$25.00**

Artist Merch Rate: **100 % Artist Sells**

**STIPULATIONS:
THIS ENGAGEMENT IS NOT TO BE ADVERTISED OR PUBLICIZED IN ANY MANNER OR FORM UNTIL THIS CONTRACT IS FULLY PROCESSED AND SIGNED BY BOTH PARTIES.**

Binders and deposits payable to AEI by money order or certified check. No payment will be made by any personal check unless approved by this office, in writing, prior to the engagement. If this contract is cancelled by the purchaser for any cause other than an Act of God, all deposits are forfeited and AEI maintains the right to claim payment in full. This contract cannot be assigned to any other person except as provided in paragraph 4 on the reverse side hereof, payment shall be made to us in full without any deduction there from whatsoever. You agree that you will first apply any and all receipts derived by you from said entertainment presentation to the payment to us of the amounts required hereunder.

THE ADDITIONAL PROVISIONS ON THE REVERSE SIDE HEREOF (AND ANY RIDERS ATTACHED HERETO) ARE PART OF THIS CONTRACT AND ARE DEEMED INCORPORATED HEREIN.

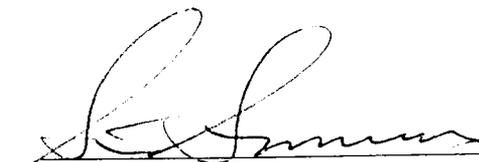

_____ date

**PURCHASER
Box Elder County
1 South Main Street
Brigham City, UT**

_____ date
**ARTIST
NOKINTOBOB, INC.**

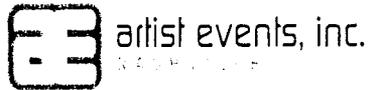
PROVISIONS MADE A PART OF THIS CONTRACT:

- 1) In the event that payment hereunder shall be based in whole or in part on receipts of the performance(s) hereunder, you agree to deliver to us a certified statement of the gross receipts of each performance within two (2) hours following such performance. We shall have a right to have access to your box office records relating to gross receipts of this engagement only.
- 2) The entertainment package furnished by us hereunder shall be presented by you only at the place of engagement mentioned on the first page hereof before an audience admitted there to and neither said entertainment package nor any of its elements may be photographed, televised, recorded or utilized in any way other than as specifically set forth herein.
- 3) Except as provided in Paragraph (1), you agree to provide, at your cost and expense, any and all services, personnel, materials, facilities, rights and licenses, regardless of the nature thereof, necessary or desirable for the proper production and presentation of the entertainment package, such as stages, dressing rooms, stagehands, locations for animals, lights, electrical equipment, electric current, music and public address systems. The entertainment package, all elements thereof, and all services, personnel, material and facilities to be furnished by you in connection with the presentation thereof shall be performed, rendered, installed, maintained and operated under our sole direction and control and in accordance with our instructions.
- 4) If we are prevented from furnishing the entertainment package or any elements thereof by reason of causes directly affecting us which are beyond our control, such as Acts of God, force majeure, inclement weather, strike, fire, epidemic, accident, transportation delays, sickness, governmental action or any other causes of like or different nature, we shall have no obligation to you except to endeavor to furnish you a substitute element, subject to your prior approval which you agree not unreasonable to withhold, it being understood that if for any reason we fail to furnish a substitute element or if you reasonable do not approve any substitute element, we shall furnish the remaining elements to you and payment to us shall be reduced to the extent of any savings to us resulting from our inability to furnish such element to you.
- 5) The elements to be furnished by us hereunder shall be accorded billing in such order, form size and prominence as we may require, and you agree that such billing shall appear in all advertising, publicity and promotion relating to the entertainment package to be furnished hereunder.
- 6) You agree to comply with the terms and provisions contained in any collective bargaining agreements with, and the rules and regulations of, any unions having jurisdiction over the services and personnel to be furnished by us and by you.
- 7) Each of us is acting as an independent contractor and nothing herein contained shall be construed as creating a partnership, joint venture or other relationship between us.
- 8) This agreement (a) may not be modified or amended except in writing signed by both of us; (b) may not be assigned by you, but may be assigned (and/or our obligations delegated) by us in whole or in part, from time to time to any person, firm or corporation; (c) shall be construed and interpreted under and in accordance with the laws of the state of Tennessee; and (d) constitutes the entire understanding of the parties, hereto, superseding any and all prior agreements whether written or oral.
- 9) This contract covers personal appearance service only. Any radio or TV appearances in conjunction with this contract must have prior approval by management and inserted into this contract.
- 10) This agency has negotiated this contract between artist and purchaser and is not responsible for the performance of the artist or the purchaser.
- 11) Should inclement weather render performance impossible or not feasible, Purchaser shall none the less pay AEI Enterprises, Inc. and artist full compensation as provided herein.
- 12) It is acknowledged and agreed that AEI is acting herein and hereunder as agent for the Artist(s) (also referred to as "the Musician(s)") for whose services this contract is made and that AEI is not, and will not be held responsible for any act of commission or omission on the part of either the artist(s) or the purchaser. In implementation of the foregoing acknowledgement and agreement, and for the benefit of AEI it is agreed that neither the purchaser nor the artist(s) will name or join AEI, or any of its officers, directors, agents, employees and representatives as a party in any civil action, suite or other court proceedings arising out of, in connection with, or related to any acts commission or omission by either purchaser or the artist(s). (The foregoing provisions of this Paragraph 12, mentioning possible Court proceedings, shall not be deemed to detract from the provisions of this contract which require the resolution of controversies and claims by arbitration and obligate the parties to submit controversies and claims to arbitration.)
- 13) It is expressly agreed that AEI has the right, on behalf of the artist at anytime, to require Payment in full prior to artist's departure for the engagement or engagements mentioned on the face of this contract. The employers failure to comply with these provisions, shall be considered willful breach of contract and all deposits in the possession of AEI shall be retained on behalf of the artist and AEI
- 14) In the event that the gross box office receipts (GBOR) and/or admission prices exceed those stipulated on this Contract, employer must pay the artist on the night of the engagement the total difference between agreed potential gross and actual gross.



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

ARTIST
NOKINTOBOB, INC.



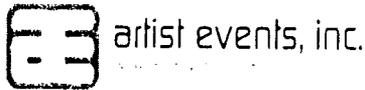
978 Mooreland Blvd. Brentwood, TN 37027
615.309.0458 office / 615.750.5187 fax

IMPORTANT: PLEASE READ BEFORE EXECUTING CONTRACT BELOW

1. Read contract in its entirety before signing. Make sure information and date are correct on face of contract.
2. Sign contract AND rider.
 - a. If amendments need to be made, mark through the statement that needs to be changed, print any changes, and initial next to it.
3. Make deposit check payable to Artist Events, Inc f/s/o *Artist*. No company checks- only money orders or cashier's checks.
 - a. Send to: 978 Mooreland Blvd Brentwood, TN 37027 or bank wire:
Artist Events
First Tennessee Bank
Acc# 181395754
ABA # 084000026

****All bank wires must have a reference line indicating Artist, City and State, and Date of Show***

4. On the day of show, the balance of money due to the artist needs to be made payable to the artist unless otherwise instructed when advanced.



978 Mooreland Blvd. Brentwood, TN 37027
615.309.0458 office / 615.750.5187 fax

CONTRACT

This contract, made this day of **May 13, 2015** when signed by you and by us, will constitute an agreement between us pursuant to which you hereby engage us, and we hereby agree, to furnish entertainment package to you subject to and upon the following terms and conditions:

ARTIST(S): **All-American Country Tour Featuring Wade Hayes**

DATE(S) OF ENGAGEMENT: **Saturday, August 22, 2015**

NUMBER OF SHOWS: **1**

VENUE: **Box Elder County Fairgrounds
320 N 1000 W
Tremonton, UT**

SHOWTIME: **TBD**

Length of performance: **105 minutes total**

Job Description: **Rain or Shine / Co-Headline with Due West**

ARTIST-INDEPENDENT CONTRACTOR:

Artist shall at all times have complete supervision, direction and control over the service of his personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. The Artist executes this agreement as an independent contractor, not as an employee of the Purchaser.

Artist Fee: \$8,333 + Production + Backline + Rider + 3 Rooms

BINDER: N/A DEPOSIT: \$4,166 DUE: With Executed Contract Payable to: Artist Events f/s/o Wade Hayes

**BALANCE OF MONIES TO BE PAID IN U.S. DOLLARS CASH, OR CHECK PAYABLE TO: Wade Hayes
UPON DEMAND BEFORE CLOSING OF THIS ENGAGEMENT: \$4,166**

Venue Capacity: N/A

Ticket Price: \$20.00 - \$25.00

Artist Merch Rate: 100 % Artist Sells

STIPULATIONS:

THIS ENGAGEMENT IS NOT TO BE ADVERTISED OR PUBLICIZED IN ANY MANNER OR FORM UNTIL THIS CONTRACT IS FULLY PROCESSED AND SIGNED BY BOTH PARTIES.

Binders and deposits payable to AEI by money order or certified check. No payment will be made by any personal check unless approved by this office, in writing, prior to the engagement. If this contract is cancelled by the purchaser for any cause other than an Act of God, all deposits are forfeited and AEI maintains the right to claim payment in full. This contract cannot be assigned to any other person except as provided in paragraph 4 on the reverse side hereof, payment shall be made to us in full without any deduction there from whatsoever. You agree that you will first apply any and all receipts derived by you from said entertainment presentation to the payment to us of the amounts required hereunder.

THE ADDITIONAL PROVISIONS ON THE REVERSE SIDE HEREOF (AND ANY RIDERS ATTACHED HERETO) ARE PART OF THIS CONTRACT AND ARE DEEMED INCORPORATED HEREIN.

 _____ date

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

_____ date
ARTIST
Wade Hayes

PROVISIONS MADE A PART OF THIS CONTRACT:

- 1) In the event that payment hereunder shall be based in whole or in part on receipts of the performance(s) hereunder, you agree to deliver to us a certified statement of the gross receipts of each performance within two (2) hours following such performance. We shall have a right to have access to your box office records relating to gross receipts of this engagement only.
- 2) The entertainment package furnished by us hereunder shall be presented by you only at the place of engagement mentioned on the first page hereof before an audience admitted there to and neither said entertainment package nor any of its elements may be photographed, televised, recorded or utilized in any way other than as specifically set forth herein.
- 3) Except as provided in Paragraph (1), you agree to provide, at your cost and expense, any and all services, personnel, materials, facilities, rights and licenses, regardless of the nature thereof, necessary or desirable for the proper production and presentation of the entertainment package, such as stages, dressing rooms, stagehands, locations for animals, lights, electrical equipment, electric current, music and public address systems. The entertainment package, all elements thereof, and all services, personnel, material and facilities to be furnished by you in connection with the presentation thereof shall be performed, rendered, installed, maintained and operated under our sole direction and control and in accordance with our instructions.
- 4) If we are prevented from furnishing the entertainment package or any elements thereof by reason of causes directly affecting us which are beyond our control, such as Acts of God, force majeure, inclement weather, strike, fire, epidemic, accident, transportation delays, sickness, governmental action or any other causes of like or different nature, we shall have no obligation to you except to endeavor to furnish you a substitute element, subject to your prior approval which you agree not unreasonable to withhold, it being understood that if for any reason we fail to furnish a substitute element or if you reasonable do not approve any substitute element, we shall furnish the remaining elements to you and payment to us shall be reduced to the extent of any savings to us resulting from our inability to furnish such element to you.
- 5) The elements to be furnished by us hereunder shall be accorded billing in such order, form size and prominence as we may require, and you agree that such billing shall appear in all advertising, publicity and promotion relating to the entertainment package to be furnished hereunder.
- 6) You agree to comply with the terms and provisions contained in any collective bargaining agreements with, and the rules and regulations of, any unions having jurisdiction over the services and personnel to be furnished by us and by you.
- 7) Each of us is acting as an independent contractor and nothing herein contained shall be construed as creating a partnership, joint venture or other relationship between us.
- 8) This agreement (a) may not be modified or amended except in writing signed by both of us; (b) may not be assigned by you, but may be assigned (and/or our obligations delegated) by us in whole or in part, from time to time to any person, firm or corporation; (c) shall be construed and interpreted under and in accordance with the laws of the state of Tennessee; and (d) constitutes the entire understanding of the parties, hereto, superseding any and all prior agreements whether written or oral.
- 9) This contract covers personal appearance service only. Any radio or TV appearances in conjunction with this contract must have prior approval by management and inserted into this contract.
- 10) This agency has negotiated this contract between artist and purchaser and is not responsible for the performance of the artist or the purchaser.
- 11) Should inclement weather render performance impossible or not feasible, Purchaser shall none the less pay AEI Enterprises, Inc. and artist full compensation as provided herein.
- 12) It is acknowledged and agreed that AEI is acting herein and hereunder as agent for the Artist(s) (also referred to as "the Musician(s)") for whose services this contract is made and that AEI is not, and will not be held responsible for any act of commission or omission on the part of either the artist(s) or the purchaser. In implementation of the foregoing acknowledgement and agreement, and for the benefit of AEI it is agreed that neither the purchaser nor the artist(s) will name or join AEI, or any of its officers, directors, agents, employees and representatives as a party in any civil action, suite or other court proceedings arising out of, in connection with, or related to any acts commission or omission by either purchaser or the artist(s). (The foregoing provisions of this Paragraph 12, mentioning possible Court proceedings, shall not be deemed to detract from the provisions of this contract which require the resolution of controversies and claims by arbitration and obligate the parties to submit controversies and claims to arbitration.)
- 13) It is expressly agreed that AEI has the right, on behalf of the artist at anytime, to require Payment in full prior to artist's departure for the engagement or engagements mentioned on the face of this contract. The employers failure to comply with these provisions, shall be considered willful breach of contract and all deposits in the possession of AEI shall be retained on behalf of the artist and AEI
- 14) In the event that the gross box office receipts (GBOR) and/or admission prices exceed those stipulated on this Contract, employer must pay the artist on the night of the engagement the total difference between agreed potential gross and actual gross.


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

_____ date
ARTIST
Wade Hayes



978 Mooreland Blvd. Brentwood, TN 37027
615.309.0458 office / 615.750.5187 fax

IMPORTANT: PLEASE READ BEFORE EXECUTING CONTRACT BELOW

1. Read contract in its entirety before signing. Make sure information and date are correct on face of contract.

2. Sign contract AND rider.
 - a. If amendments need to be made, mark through the statement that needs to be changed, print any changes, and initial next to it.

3. Make deposit check payable to Artist Events, Inc f/s/o *Artist*. No company checks- only money orders or cashier's checks.
 - a. Send to: 978 Mooreland Blvd Brentwood, TN 37027 or bank wire:
Artist Events
First Tennessee Bank
Acc# 181395754
ABA # 084000026

****All bank wires must have a reference line indicating Artist, City and State, and Date of Show***

4. On the day of show, the balance of money due to the artist needs to be made payable to the artist unless otherwise instructed when advanced.



artist events, inc.

978 Mooreland Blvd. Brentwood, TN 37027
615.309.0458 office / 615.750.5187 fax

CONTRACT

This contract, made this day of **May 13, 2015** when signed by you and by us, will constitute an agreement between us pursuant to which you hereby engage us, and we hereby agree, to furnish entertainment package to you subject to and upon the following terms and conditions:

ARTIST(S): **All-American Country Tour Featuring Bryan White, Just A Pup Inc.**

DATE(S) OF ENGAGEMENT: **Saturday, August 22, 2015**

NUMBER OF SHOWS: **1**

VENUE: **Box Elder County Fairgrounds
320 N 1000 W
Tremonton, UT**

SHOWTIME: **TBD**

Length of performance: **105 minutes total**

Job Description: **Rain or Shine / Co-Headline with Due West**

ARTIST-INDEPENDENT CONTRACTOR:

Artist shall at all times have complete supervision, direction and control over the service of his personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. The Artist executes this agreement as an independent contractor, not as an employee of the Purchaser.

Artist Fee: \$8,333 + Production + Backline + Rider + 3 Rooms

BINDER: **N/A** DEPOSIT: **\$4,166** DUE: **With Executed Contract** Payable to: **Artist Events f/s/o Bryan White**

**BALANCE OF MONIES TO BE PAID IN U.S. DOLLARS CASH, OR CHECK PAYABLE TO: Just A Pup, Inc. f/s/o Bryan White
UPON DEMAND BEFORE CLOSING OF THIS ENGAGEMENT: \$4,166**

Venue Capacity: **N/A**

Ticket Price: **\$20.00 - \$25.00**

Artist Merch Rate: **100 % Artist Sells**

STIPULATIONS:

THIS ENGAGEMENT IS NOT TO BE ADVERTISED OR PUBLICIZED IN ANY MANNER OR FORM UNTIL THIS CONTRACT IS FULLY PROCESSED AND SIGNED BY BOTH PARTIES.

Binders and deposits payable to AEI by money order or certified check. No payment will be made by any personal check unless approved by this office, in writing, prior to the engagement. If this contract is cancelled by the purchaser for any cause other than an Act of God, all deposits are forfeited and AEI maintains the right to claim payment in full.

This contract cannot be assigned to any other person except as provided in paragraph 4 on the reverse side hereof, payment shall be made to us in full without any deduction there from whatsoever. You agree that you will first apply any and all receipts derived by you from said entertainment presentation to the payment to us of the amounts required hereunder.

THE ADDITIONAL PROVISIONS ON THE REVERSE SIDE HEREOF (AND ANY RIDERS ATTACHED HERETO) ARE PART OF THIS CONTRACT AND ARE DEEMED INCORPORATED HEREIN.

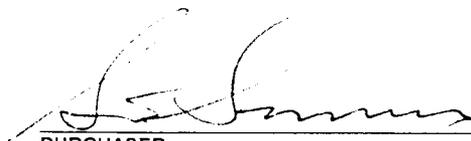
 _____ date

**PURCHASER
Box Elder County
1 South Main Street
Brigham City, UT**

_____ date
**ARTIST
Just A Pup, Inc.**

PROVISIONS MADE A PART OF THIS CONTRACT:

- 1) In the event that payment hereunder shall be based in whole or in part on receipts of the performance(s) hereunder, you agree to deliver to us a certified statement of the gross receipts of each performance within two (2) hours following such performance. We shall have a right to have access to your box office records relating to gross receipts of this engagement only.
- 2) The entertainment package furnished by us hereunder shall be presented by you only at the place of engagement mentioned on the first page hereof before an audience admitted there to and neither said entertainment package nor any of its elements may be photographed, televised, recorded or utilized in any way other than as specifically set forth herein.
- 3) Except as provided in Paragraph (1), you agree to provide, at your cost and expense, any and all services, personnel, materials, facilities, rights and licenses, regardless of the nature thereof, necessary or desirable for the proper production and presentation of the entertainment package, such as stages, dressing rooms, stagehands, locations for animals, lights, electrical equipment, electric current, music and public address systems. The entertainment package, all elements thereof, and all services, personnel, material and facilities to be furnished by you in connection with the presentation thereof shall be performed, rendered, installed, maintained and operated under our sole direction and control and in accordance with our instructions.
- 4) If we are prevented from furnishing the entertainment package or any elements thereof by reason of causes directly affecting us which are beyond our control, such as Acts of God, force majeure, inclement weather, strike, fire, epidemic, accident, transportation delays, sickness, governmental action or any other causes of like or different nature, we shall have no obligation to you except to endeavor to furnish you a substitute element, subject to your prior approval which you agree not unreasonable to withhold, it being understood that if for any reason we fail to furnish a substitute element or if you reasonable do not approve any substitute element, we shall furnish the remaining elements to you and payment to us shall be reduced to the extent of any savings to us resulting from our inability to furnish such element to you.
- 5) The elements to be furnished by us hereunder shall be accorded billing in such order, form size and prominence as we may require, and you agree that such billing shall appear in all advertising, publicity and promotion relating to the entertainment package to be furnished hereunder.
- 6) You agree to comply with the terms and provisions contained in any collective bargaining agreements with, and the rules and regulations of, any unions having jurisdiction over the services and personnel to be furnished by us and by you.
- 7) Each of us is acting as an independent contractor and nothing herein contained shall be construed as creating a partnership, joint venture or other relationship between us.
- 8) This agreement (a) may not be modified or amended except in writing signed by both of us; (b) may not be assigned by you, but may be assigned (and/or our obligations delegated) by us in whole or in part, from time to time to any person, firm or corporation; (c) shall be construed and interpreted under and in accordance with the laws of the state of Tennessee; and (d) constitutes the entire understanding of the parties, hereto, superseding any and all prior agreements whether written or oral.
- 9) This contract covers personal appearance service only. Any radio or TV appearances in conjunction with this contract must have prior approval by management and inserted into this contract.
- 10) This agency has negotiated this contract between artist and purchaser and is not responsible for the performance of the artist or the purchaser.
- 11) Should inclement weather render performance impossible or not feasible, Purchaser shall none the less pay AEI Enterprises, Inc. and artist full compensation as provided herein.
- 12) It is acknowledged and agreed that AEI is acting herein and hereunder as agent for the Artist(s) (also referred to as "the Musician(s)") for whose services this contract is made and that AEI is not, and will not be held responsible for any act of commission or omission on the part of either the artist(s) or the purchaser. In implementation of the foregoing acknowledgement and agreement, and for the benefit of AEI it is agreed that neither the purchaser nor the artist(s) will name or join AEI, or any of its officers, directors, agents, employees and representatives as a party in any civil action, suite or other court proceedings arising out of, in connection with, or related to any acts commission or omission by either purchaser or the artist(s). (The foregoing provisions of this Paragraph 12, mentioning possible Court proceedings, shall not be deemed to detract from the provisions of this contract which require the resolution of controversies and claims by arbitration and obligate the parties to submit controversies and claims to arbitration.)
- 13) It is expressly agreed that AEI has the right, on behalf of the artist at anytime, to require Payment in full prior to artist's departure for the engagement or engagements mentioned on the face of this contract. The employers failure to comply with these provisions, shall be considered willful breach of contract and all deposits in the possession of AEI shall be retained on behalf of the artist and AEI
- 14) In the event that the gross box office receipts (GBOR) and/or admission prices exceed those stipulated on this Contract, employer must pay the artist on the night of the engagement the total difference between agreed potential gross and actual gross.



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

ARTIST
Just A Pup, Inc.

Wade Hayes, Bryan White, Mark Wills

Contract / Rider

Tour Producer Contact

Mike Robertson Management
1227 17th Ave S
Nashville, TN 37212
Contact: Mike Robertson
615/329-4199 O

mike@mrmmusic.com

BOOKING AGENCY

Artist Events
615-309-0458

TOUR / PROD. MANAGER

This rider ("RIDER") attached hereto and made part of the contract ("Contract") between **NO KIN TO BOB II, INC. f/s/o/ Mark WILLS, Wade Hayes, Just A Pup Inc.** (hereinafter referred to as "Producer/Artist") furnishing services to the **PURCHASER** (hereinafter referred to as "Purchaser") for the engagement(s) at venue(s) as defined on the face of this "Contract".

Producer/Artist and Purchaser hereby agree to the following terms and conditions. All technical and other requirements in this contract/rider are extremely essential to the proper presentation of this show. Any deviation from these requirements without prior consent from Producer/Artist's management will be considered a material breach of this entire agreement. If the Purchaser has any question, or for some reason cannot provide any of the following requirements, Purchaser should contact Producer/Artist's Management or Producer/Artist's Booking Agency immediately. It is imperative that Purchaser notifies Producer/Artist's representatives prior to the purchase of any advertising or placing tickets on sale. Producer/Artist must approve any and all changes to this "Contract" in writing.

Failure to contact above individuals within seven (7) days after receipt shall constitute Purchaser's acceptance of all conditions set forth in this contract/rider.

1. BILLING

- A. Unless otherwise stated on the contract face, Producer/Artist shall receive 100% Sole Headline Billing in any and all publicity releases and paid advertisements, including but not limited to radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and or marquees, foregoing. No other name or photograph shall appear in type with respect to size, thickness, boldness and prominence of the type accorded Artist and no other name or photograph shall appear on the same line or above the name Artist. Producer/Artist shall be billed as **Wade Hayes, Bryan White, Mark Wills ALL-AMERICAN COUNTRY TOUR.**
- B. If the contract calls for the Producer/Artist to perform as a support act, the Producer /Artist shall receive 100% guest star billing in any and all publicity releases and paid advertisements including, but not limited to radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards, and or marquees, foregoing. No other name or photograph shall appear in type with respect to size, thickness, boldness and prominence of the type accorded Artist and no other name or photograph shall appear on the same line or above the name Artist. Producer/Artist shall be billed as **Wade Hayes, Bryan White, Mark Wills ALL-AMERICAN COUNTRY TOUR.**

2. ADVERTISING, SIGNS, AND OR BANNERS

- A. Purchaser shall only use photographs and ad mats supplied by Producer/Artist.
- B. There shall not be any signs, placards, banners or any advertising material on or within fifty (50') feet of the stage, nor shall the names **Wade Hayes, Bryan White, Mark Wills** be used or associated directly or indirectly with any product or service without Producer/Artist's written consent.
- C. Producer/Artist's Tour and or Production manager must approve any signs and or banners to be used on day of show.

3. APPROVAL OF SUPPORT ACTS

- A. Producer/Artist shall have the right to approve any other acts on the program and shall close the show unless otherwise agreed upon in the contract.
- B. Purchaser agrees Producer/Artist's staging and equipment set-up overrides opening act's staging and equipment set-up.
- C. Producer/Artist shall have the right to approve the length of the performance of other acts on the show.
- D. Purchaser shall inform Producer/Artist of any special effects to be employed by support acts on the show and Producer/Artist shall have final approval of their use.
- E. It is hereby requested that a representative from opening acts meet with Producer/Artist representative at stage call.
- F. All Support Acts must provide their own instruments. (Ex. Amps, drums, keyboards, guitars.)
(NO EXCEPTIONS!)

4. MERCHANDISING

The Purchaser will provide a well-lit secure place to sell Producer/Artist's merchandise. Purchaser shall provide two (2) eight (8') foot tables and a tent/canopy for any outdoor shows. This shall be in such a position as to be easily visible to the public using the main entrance. A merchandise seller is required as well. All of these above items shall be at no cost to the Producer/Artist. Purchaser agrees that its arrangement for presenting the engagement provided for herein shall prohibit the sale of bootleg souvenir or similar merchandise on the premises in connection with this engagement other than Producer/Artist's official merchandise furnished by Producer/Artist. The Purchaser and/or venue cannot sell or manufacture any items with **Wade Hayes, Bryan White, Mark Wills** logo or any facsimile, name or likeness without prior written permission from Producer/Artist or his authorized representative. Producer/Artist is to retain 100% of the gross receipts resulting from the sale of Producer/Artist merchandise.

5. SOUND AND LIGHTING

- A. Purchaser agrees to supply at his sole expense, the sound and lighting companies to meet Producer/Artist's requirements herein. (**See Schedule "A" attached to rider.**) Please contact Producer/Artist's Production Manager for a list of preferred audio and or lighting companies.

- B. Any and all Support Acts must use separate consoles and processing equipment other than what is supplied for **Wade Hayes, Bryan White, Mark Wills. (NO EXCEPTIONS)**

6. STAGING REQUIREMENTS (INDOOR/OUTDOOR)

- A. Purchaser shall supply at his own expense stage and roofing requirements as follows.
1. When Producer/Artist performs outdoors, Purchaser agrees to supply a roof for all staging, wings, mixing and lighting positions, rain or shine. **(NO EXCEPTIONS) (Following also included in Schedule "A")**
 2. Stage dimensions are to be four (4') to six (6') feet tall, sixty (60') feet wide, and forty (40') feet deep. Two (2) sets of stairs for staging shall be located upstage right and upstage left. Stage and tech wings must have toe rail around entire perimeter.
 3. Sound wings are to be separated from stage and include enough space for working area around enclosures. Sound wings are to be at least five (5') feet downstage from the front edge of the stage. All flown enclosures are to be five (5') feet downstage from the front edge of the stage.
Please note: Above requirement is of the utmost importance.
 4. Monitor wings and guitar station wings will be of the following size:
16' X 16' for both positions.
 5. Dimensions for two (2) risers with steps on stage will be the following:
A. 8'D x 8'W x 24"H Two (2) needed.
 6. Stage, risers, and wings are to be level, sturdy, and stable.
 7. Stage and risers must be skirted with black drape. All risers must have steps and must be carpeted.
 8. All outdoor events must have complete ROOFING WITH SIDES for stage, P.A. wings, monitor wings, guitar station wings, and front of house / lighting positions. **(NO EXCEPTIONS)**
 9. Twelve (12) large tarps and (2) rolls of plastic are to be provided for inclement weather.

7. POWER REQUIREMENTS (ELECTRICAL)

1. A minimum of one 400 Amp per leg, three phase disconnect, with appropriate neutral and earth ground.
2. A minimum of one 200 Amp per leg, three phase disconnect, with appropriate neutral and earth ground. This power is to be used by contracted sound company. This source should be on a different transformer from the lighting power source. This will prevent interaction between lighting and sound equipment. This power source should also be isolated from any and all kitchen equipment, including but not limited to ice machines, ovens, blenders, mixers, cash registers, etc.
3. A qualified licensed electrician must be on call for contracted sound and lighting companies from time of load in until time of load out.
4. If power requirements cannot be met by venue, Purchaser shall provide at his sole expense, separate generators for the said event.

8. STAGE CALL, SET-UP AND SOUND CHECK

- A. Purchaser agrees to a mandatory sound check to be completed prior to opening doors and admitting ticket holders.
- B. Stage call shall be set for not less than eight (8) hours prior to opening venue doors and admitting ticket holders.
- C. Producer/Artist's representative shall have absolute control over management and access to stage.
- D. All equipment and instruments being supplied by Purchaser must be at stage area at stage call.
- E. Purchaser shall supply six (6) professional stagehands from stage call until load-out is completed. Stage hands must be adult (18 years of age minimum), professional, English speaking labor personnel such as I.A.T.S.E., (union labor). No volunteer, inmate labor, bar backs, club security, etc., will be accepted. **(NO EXCEPTIONS)** These stage hands shall be for the sole use of **Wade Hayes, Bryan White, Mark Wills** production staff.
- F. Producer/Artist will have access to stage for sound check rehearsal not less than six (6) hours prior to house opening.
- G. Purchaser agrees to keep the place of performance clear of all people not directly involved in show's production.
- H. When Producer/Artist is performing in a night club, the stage and the stage area **MUST** be clear of any equipment other than sound and lighting company at time of load in.
- I. Doors must **NOT** be opened without approval of Producer/Artist's representative.

9. PURCHASER'S REPRESENTATIVE

Purchaser agrees to furnish his personal representative, capable of making any decisions pertaining to the Producer/Artist's engagement from the time of arrival of the production equipment including any outside staging material through the time of its departure. Purchaser's representative will remain in the immediate backstage area and must be in constant contact with the Producer/Artist's representative. *ANY SALARY OR FEE FOR SAID REPRESENTATIVE SHALL BE THE SOLE RESPONSIBILITY OF PURCHASER AND SHALL NOT BE A SHOW EXPENSE.*

10. PARKING AND TRANSPORTATION

Purchaser shall provide parking space immediately adjacent to stage door for one (1) forty-five foot (45') bus with additional backstage parking spaces for management, record label reps, opening acts and VIP's as needed and if requested. Shore power will also be made available for one (1) bus. Purchaser will provide Producer/Artist with a fifteen (15) passenger van with the rear seat removed for luggage space to be used at the Tour Manager's discretion for the purposes of providing Producer/Artist and personnel with necessary ground transportation to and from the facility, grounds, hotel, etc. from load in until load out. In the case of a fly date, purchaser will furnish all necessary ground transportation from the time of Producer/Artist's arrival until their departure. Purchaser agrees to provide ^{contractual coverage} comprehensive and liability insurance (naming ~~NO KIN TO BOB H, INC. f/s/o/ Mark WILLS, Wade Hayes, Just A Pup Inc. as an additional insured~~) on all vehicles being used to transport Producer/Artist, band, crew, bus drivers, and/or management personnel.

All drivers must possess a valid driver's license and be extremely knowledgeable of the areas surrounding the engagement. All drivers must possess a working cell phone. All drivers must be available on short notice.

NOTE: These vehicles are for Mark Wills personnel only. No other passengers (driver's friends, family, pets, etc.) are allowed.

11. SECURITY

- A. Purchaser shall provide adequate, trained and experienced uniformed security at all times to insure the privacy and safety of Producer/Artist's personnel, instruments, personal property, vehicles, etc. from stage call until completion of load-out. Security personnel, ushers, door persons, etc. shall be adequate for facility at capacity. Security personnel must wear T-Shirts or other such garments which clearly identify them as Security Personnel.
- B. Uniformed security will secure backstage entrances, backstage area, merchandise area, bus and truck perimeter, stage area, and FOH & Lighting positions. These areas must be kept clear of all persons not directly related to the safe and efficient production of the event. In all cases, Producer/Artist's Tour and or Production Manager shall have the final authority in these matters.
- C. Purchaser shall provide at least three (3) members of the security staff at time of sound check to secure the concert area and safeguard of personnel and equipment between sound check and time of performance. Sound check is absolutely CLOSED to the public, media, and anyone that is not actively working personnel. Videotaping and or Photography during sound check and or backstage is STRICTLY FORBIDDEN. Venue must not be opened to public access until completion of sound check and approval by Producer/Artist's Tour and or Production Manager.
- D. Producer/Artist's Tour and or Production Manager will supply backstage passes when applicable. Only **"Wade Hayes, Bryan White, Mark Wills"** passes will be honored at venue on day of performance.
- E. All backstage access and security shall be cleared and supervised by Producer/Artist's Tour Manager. Producer/Artist's Tour Manager will meet with Security Supervisors one (1) hour before opening of venue doors to finalize assignments for the security personnel. Security shall be positioned as follows:

From Load-In through completion of Load-Out:	Supervise all areas	(1 person)
From Doors until venue is empty:	Front of stage	(2 persons)
	FOH sound & lighting positions	(1 person)
Producer's Meet & Greet (time TBD by Artist's Tour Manager)	Meet & Greet	(1 person)

- G. In the event that house security consists of ushers only, Purchaser shall employ a separate professional security team for front of stage, FOH sound & lighting positions, and backstage areas to insure the safety and well being of Producer/Artist and personnel. Should Producer/Artist be performing consecutive nights at venue, Purchaser shall provide overnight security to be present on stage with Producer/Artist's equipment until by Producer/Artist's personnel each day.

12. ACCOMODATIONS, DRESSING ROOMS AND PRODUCTION OFFICE

- A. Purchaser shall provide one (1) large, clean, first class dressing rooms for Producer/Artist at stage call. Dressing rooms must be equipped with full bath facilities, chairs, mirrors, adequate lighting and clothes rack.
- B. Producer/Artist will not be required to share these dressing rooms with any other acts.
- C. Purchaser shall provide Production Office with two dedicated phone lines and high speed internet access connection to be used by Producer/Artist's representatives for day of show. Phone lines and internet connections will be the sole expense of Purchaser.
- D. Purchaser shall supply to Producer/Artist's Tour Manager keys to dressing rooms upon arrival.
- E. When performance is an outdoor event and there are no permanent structures at the backstage area for dressing rooms or production office, purchaser shall provide trailers, RV vehicles, or mobile homes to meet requirements for dressing rooms and production office.
- F. If said event takes place in an area with no running water facilities, Purchaser must provide two (2) clean portable toilets (port-o-johns) for the exclusive use of our group. They are to be placed in the backstage area near the bus parking. One for male and one for female.
- G. **HOTELS ACCOMODATIONS:** The following is the type and amount of rooms requested. Ten (10) single rooms at a reputable chain hotel near the venue. Or in the case of casinos, the casino hotel itself. Recommended hotels are Marriott (including Courtyard or Fairfield Inn), Hilton (including Hampton Inn, Double Tree, or Hilton Garden Inn), Holiday Inn (including Holiday Inn Express), and Sheraton (including Four Points). Hotels must have full service restaurant on premises or within walking distance. Hotels must provide secure, no charge parking for one (1) tour bus. Rooming list will be provided during advance.

13. CATERING

SS

Producer/Artist does acknowledge and agree that no alcohol, illegal controlled substances or tobacco is allowed on Purchaser's facilities and premises. Accordingly, Producer/Artist shall not possess or consume any alcohol, illegal controlled substances or tobacco while utilizing Purchaser's facilities or upon Purchaser's premises.

Purchaser agrees to provide and pay for all catering for all Producer/Artist's personnel, from load-in to load-out. Meal buy-outs, when absolutely necessary, must be negotiated in advance with Producer. Purchaser also has option to provide a \$35.00 per day, per person buyout instead of providing catering. Water and hand towels will still need to be provided for the stage.

14. PERSONAL APPEARANCES, PROMOTIONS, INTERVIEWS, BROADCASTING, TAPINGS, ETC.

- A. Purchaser agrees not to commit Producer/Artist to any personal appearances, interviews or other promotions without prior consent of Producer/Artist's management.
- B. Producer/Artist reserves the right of approval, in writing, of any and all radio, television, newspaper, and or magazine interviews made in conjunction with said performance.
- C. Purchaser shall not permit the recording, broadcasting, filming or video taping of any performance without written consent of Producer/Artist's management. Still photography is permitted and encouraged.

15. COMPLIMENTARY TICKETS/GUESTS

Producer/Artist shall be permitted forty (40) complimentary tickets to Producer/Artist's each performance between rows 10 and 20 where applicable (do not allot Producer/Artist comp tickets in the first 5 rows please). Producer/Artist's representative shall make available any unused tickets to the Purchaser for the purposes of selling to the public no later than opening of doors prior to Producer/Artist's performance. Purchaser will supply the Tour Manager Producer/Artist's tickets on demand on day of show.

16. TICKETS, TICKET COUNT, ETC.

It is hereby agreed that if there is any increase from the stated ticket price and/or capacity as is printed on the face of the contract, Producer/Artist will receive one hundred percent (100%) of any additional income generated by the increase in ticket price and/or capacity without prior written approval from Producer/Artist's representative.

- A. Tickets sold in sections where view is limited shall be marked limited view on ticket.
- B. With respect to counterfeit tickets, Purchaser is liable for any and all counterfeit tickets and Producer/Artist shall assume no financial loss on the aforementioned.
- C. Purchaser shall retain all ticket stubs and unsold tickets for a period of ninety (90) days from the date of performance, during which time the Producer/Artist has the right to inspect the books and records of the Purchaser with respect to percentage payments.
- D. Purchaser agrees that advance tickets, when sold at a different price from general admission, will be taken off sale the day of the performance, making tickets available only at the box office for the general admission price.
- E. All unsold advance tickets must be available for verification and counting by Producer/Artist's representative at least six (6) hours prior to contract performance hereunder. All other unsold tickets must be available for verification and counting at least one (1) hours prior to contract performance hereunder.
- F. Producer/Artist shall be compensated in cash or cashier's check immediately prior to performance for the difference between the number of unsold tickets on hand and the number of tickets printed as shown by the ticket manifest.

17. TICKET MANIFESTING (FOR PERCENTAGE SHOWS ONLY)

- A. In the event Producer/Artist is on a percentage basis, Purchaser agrees to furnish to the Producer/Artist's agent at least two (2) weeks prior to performance a full house seating plan and stage to scale and printer's manifest of the house (notarized, signed statement from the printer of tickets, listing amount of tickets printed at each price). No additions or deletions of monies shall be made other than stated city taxes.
- B. All tickets shall be printed by a bonded ticket agency: i.e. Globe Tickets, Arcus Simplex, and Ticketron.
- C. Purchaser may not sell tickets to performance hereunder as a part of a series of other concerts without prior written consent of Producer/Artist's agent.
- D. All tickets shall be of the one price, one stub variety. Tickets with more than one price printed on them will not be accepted: i.e. students one price and general admission a different price, printed on the same ticket.
- E. Producer/Artist's representative will have the right to be present in box office at all times. Final payment shall be accompanied by a box office statement signed by the Purchaser.
- F. Official house seating capacity as complimentary tickets relative to the performance hereunder, with one hundred (100) complimentary tickets being the maximum allowed. Purchaser shall supply Producer/Artist's representative with a statement detailing to whom each complimentary ticket was issued. All complimentary tickets shall be issued only as a fully punched ticket.
- G. In the event of a second show, no tickets will be placed on sale for performance until the first show is eighty percent (80%) sold out.

PURCHASER'S NOTE: If Purchaser shall violate any of the preceding provisions, it shall be deemed that Purchaser has sold all tickets and permitted standing room at the highest price for which the house is scaled and shall financially compensate Producer/Artist in full.

18. SCALING

Purchaser will clearly print the specific capacity, gross potential and ticket price breakdown of the facility where Artist are to perform under this agreement on the face of the contract to which this rider is attached.

In the event Producer/Artist is to receive a percentage of the gross box office receipts for this engagement pursuant to the terms hereof, the term "Gross Receipts" or "Gross Box Office Receipts" or similar phrases, shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performance with no deductions of any kind, less only federal, state or local admissions taxes and allowable discounts as approved by Producer/Artist in writing. The Purchaser agrees to scale the ticket prices for this engagement of guarantee potential receipts of not less than \$_____.

19. CHOICE OF LAW & FORUM/ATTORNEY FEES

This contract agreement shall be deemed made and entered into the State of ~~Tennessee~~ ^{Utah} and shall be governed by all of the laws of such State applicable to agreements wholly to be performed therein. The state or federal courts located in ~~Tennessee~~ ^{Utah} shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such event, the prevailing party or parties to such dispute shall have the right to be reimbursed by the other party or parties for reasonable attorney's fees.

20. PRE-EMPTION

Purchaser shall advise Patriot Artists Agency upon signing contract if unable to comply with any condition or requirement set forth in this rider. Upon Producer/Artist's arrival, if any term and requirement has not been complied with by Purchaser, the Producer/Artist shall have the right to refuse to perform and be entitled to full compensation under this agreement. Purchaser agrees that Producer/Artist shall have the right to cancel this engagement hereunder, Producer/Artist's sole discretion, by giving Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder.

21. FORCE MAJEURE

Producer/Artist's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond Producer/Artist's control.

Provided Producer/Artist is ready, willing and able to perform, Purchaser agrees to compensate Producer/Artist in accordance with the terms hereof regardless of Act of God, fire, accident, riot, strike or any events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

22. INTERNATIONAL TRAVEL/AIR TRAVEL

In the event the place of performance is outside the continental limits of the United States, purchaser agrees to procure, at his sole cost and expense, for the Producer/Artist and Producer/Artist's traveling party, the necessary visas, work permits and other documents of any nature whatsoever necessary or usually obtained to enable Producer/Artist, entourage and equipment to render its services hereunder.

Also, Purchaser shall be responsible for, and indemnify, and hold Producer/Artist harmless from and against, all local, municipal and country or governmental taxes, fees or levies on all income earned by Producer/Artist, or Producer/Artist's employees, while in the country or countries covered by this agreement.

Purchaser shall provide at no cost to Producer/Artist, 1st class air accommodations for Producer/Artist, band and staff.

23. INCLEMENT WEATHER

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Producer/Artist shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe. Producer/Artist will not perform on a wet stage.

24. CONTROL OF PRODUCTION

Producer/Artist shall have the sole and exclusive control over the production, presentation and performance of the entertainment unit in connection with the engagement, including but not limited to, the details, means and methods of the performance of the entertainment unit and each member thereof, and the persons to be employed by Producer/Artist in performing the provisions hereof on Producer/Artist's part to be performed. Producer/Artist shall have the sole right, as Producer/Artist may see fit, to designate and change the performing personnel other than Producer/Artist. It is specifically understood and agreed that a representative of the Producer/Artist shall have sole and absolute authority in directing personnel operating all lighting and sound equipment during rehearsal and each performance scheduled herein.

25. REPRODUCTION OF PERFORMANCE

No portion of the performance rendered hereunder may be broadcast, recorded, filmed, taped or embodied in any form for any purpose or reproducing such performance without Producer/Artist's prior written consent. Still photography is encouraged, but purchaser will deny entrance to any persons carrying audio or video recording devices without limiting in any way the generality of the foregoing prohibition. It is understood to include members of the audience, press and Purchaser's staff.

In the event that the Purchaser, his agents, employees, contractors, etc., reproduce or cause to be reproduced the Producer/Artist's performance in the form of films, tapes, or any other means of audio or video reproductions, upon demand by Producer/Artist, Purchaser shall deliver all of the same (together with any and all masters, negatives and other means of reproductions thereof) to Producer/Artist at Purchaser's sole cost and expense, in addition to all other legal or equitable remedies which Producer/Artist may have.

26. PURCHASER ASSUMES LIABILITY

Except as otherwise herein specifically provided, Purchaser hereby assumes full liability and responsibility for the payment of any and all cost, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show or shows in which Producer/Artist is to appear hereunder.

27. SPONSORSHIP

All forms of sponsorship, whether part of an ongoing series or specifically for Producer/Artist's show, must be authorized in writing by Producer/Artist's management.

28. FAILURE TO FULFILL OBLIGATIONS

Each one of the terms and conditions of this contract is of the essence of this agreement and necessary for Producer/Artist's full performance hereunder. In the event Purchaser refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, Producer/Artist shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to Producer/Artist by Purchaser, and Purchaser shall remain liable to Producer/Artist for the agreed price herein set forth. In addition, if, on or before the date of any scheduled concert, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is in Producer/Artist's opinion unsatisfactory, Producer/Artist shall have the right to demand the payment of the guaranteed compensation forthwith, Producer/Artist shall have the right to cancel this engagement by notices to Purchaser to that effect, and in such event Producer/Artist shall retain any amount theretofore paid to Producer/Artist by Purchaser.

29. MODIFICATION OF CONTRACT

It is understood and agreed that the contract may not be changed, modified, or altered, except by an instrument in writing, signed in accordance with the law of the State of Tennessee. This contract may not be assigned, or changed, modified, or altered except by an instrument in writing signed by the parties. Nothing in this agreement shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over services of Artist or over the performances hereunder. Whenever there is any conflict between any provisions of this contract and any law, or any such rule or regulation of any such union, guild or similar body, such law, rule or regulation shall prevail, and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as a partnership or joint venture, and Artist shall not be liable in whole or in part for any obligation that may be incurred by Purchaser in carrying out any of the provisions here, or otherwise.

30. INDEMNIFICATION

- A. Purchaser agrees to indemnify and hold harmless Producer/Artist and his employees, contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or

action made by any third party, if such are sustained as a direct or indirect consequence of the Engagement.

- B. Purchaser shall also indemnify and hold harmless Producer/Artist and his employees, contractors and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents' instruments and equipment at the place of the Engagement, including, but not limited to, damage, loss or destruction caused by Act of God.

31. TAXES AND LICENSES

Purchaser shall pay and hold Producer/Artist harmless of and from any and all taxes, fees, dues and the like relating to the engagement hereunder and the sums payable to Producer/Artist shall be free of such taxes, fees, dues and the like.

Purchaser shall be responsible for securing and maintaining at his/her sole cost and expense all necessary licenses and clearances for performance including but not limited to ASCAP, BMI, City and state permits, etc.

32. ANTICIPATORY BREACH

If on or before the date of any scheduled performance hereunder, the financial standing or credit of Purchaser has been impaired or is unsatisfactory, Producer/Artist shall have the right to demand payment forthwith of the guaranteed compensation specified above, and if Purchaser fails or refuses to make such payment forthwith, Producer/Artist then has the right to cancel this agreement. In the event of such cancellation, Producer/Artist shall have no further obligation to Purchaser hereunder, and shall retain any monies theretofore paid to Producer/Artist by Purchaser.

33. INSURANCE

Purchaser agrees to provide ~~comprehensive general liability insurance~~ ^{contractual coverage} (including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Artist and/or its employees, contractors and agents). Such ~~liability insurance~~ ^{contractual liability coverage} shall be in the amount required by the venue, but in no event shall have a limit of less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such ~~insurance~~ shall be in full force and effect at all times Artist or any of Artist's agents or independent contractors are in place of performance. Producer/Artist and its agent for the engagement, Patriot Artists Agency shall be ~~listed as additionally named insured~~ ^{contractual liability coverage} under such ~~insurance~~ ^{contractual liability coverage} and this shall be indicated on the ~~pertinent certificate of insurance~~ ^{contractual liability coverage}.

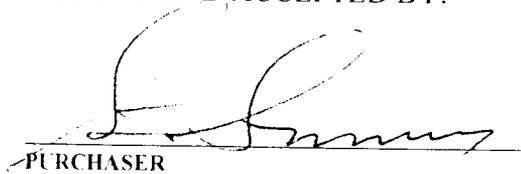
Purchaser also agrees to provide a ~~policy of~~ Workman's Compensation covering all of Purchaser's employees or third-party contractors. Purchaser further agrees to provide full all-risks ~~insurance~~ ^{contractual liability} coverage for all equipment and instruments provided by Producer/Artist and/or its employees, contractors and agents against fire, vandalizing, theft, riot, or any other type of act or event causing harm or damage to, or loss of, the instruments and equipment so provided. ~~Certificates of insurance~~ ^{certificates of coverage of self insurance} relating to the coverage listed above shall be furnished by Purchaser to Producer/Artist at least fourteen (14) days prior to the Engagement. Producer/Artist's failure to request or review such ~~insurance~~ ^{certificates of coverage of self insurance} shall not affect Producer/Artist's rights or Purchaser's obligation hereunder. The Purchaser warrants that he has complete and adequate public liability ~~insurance~~ ^{contractual liability coverage}. This certificate must be produced to the Producer/Artist upon request.

34. PARAGRAPH HEADINGS

Paragraph headings are inserted in this Rider for convenience only and are not to be used in interpreting this Agreement.

AGREED AND ACCEPTED BY:

AGREED AND ACCEPTED BY:


PURCHASER

NO KIN TO BOB II, INC. f/s/o/ Mark WILLS,
Wade Hayes, Just A Pup Inc.

Wade Hayes, Bryan White Mark Wills

2015

SCHEDULE "A"

Tech Requirements

Contact Tour Manager

1. STAGE REQUIREMENTS (INDOOR/OUTDOOR)

- A. Stage dimensions are to be four (4') to six (6') feet tall, sixty (60') feet wide, and forty (40') feet deep. Two (2) sets of stairs for staging shall be located upstage right and upstage left. Stage and tech wings must have toe rail around entire perimeter.
- B. Sound wings are to be separated from stage and include enough space for working area around enclosures. Sound wings are to be at least five (5') feet downstage from the front edge of the stage. All flown enclosures are to be five (5') feet downstage from the front edge of the stage.
Please note: Above requirement is of the utmost importance.
- C. Monitor wings and guitar station wings will be of the following size:
16' X 16' for both positions.
- D. Dimensions for two (2) risers with steps on stage will be the following:
 - 1. 8'D x 8'W x 24"H Two (2) needed.
- E. Stage, risers, and wings are to be level, sturdy, and stable.
- F. Stage and risers must be skirted with black drape. All risers must have steps and must be carpeted.
- G. All outdoor events must have complete ROOFING WITH SIDES, rain or shine, for stage, P.A. wings, monitor wings, guitar station wings, and front of house / lighting positions. **(NO EXCEPTIONS)**
- H. Twelve (12) large tarps and (2) rolls of plastic are to be provided for inclement weather.

2. POWER REQUIREMENTS (ELECTRICAL)

THE FOLLOWING SHOULD BE MADE AVAILABLE FOR CONTRACTED SOUND AND LIGHTING COMPANIES.

- A. A minimum of one 400 Amp per leg, three phase disconnects, with appropriate neutral and earth ground.
- B. A minimum of one 200 Amp per leg, three phase disconnect, with appropriate neutral and earth ground. This power is to be used by contracted sound company. This source should be on a different transformer from the lighting power source. This will prevent interaction between lighting and sound equipment. This power source should also be isolated from any and all kitchen equipment, including but not limited to ice machines, ovens, blenders, mixers, cash registers, etc.
- C. A qualified licensed electrician must be on call for contracted sound and lighting companies from time of load in until time of load out.
- D. If power requirements cannot be met by venue, Purchaser shall provide at his sole expense, separate generators for the said event.

THE AUDIO AND LIGHTING SYSTEM SHALL BE A CLASS "A" SYSTEM. THIS MEANS PRO AUDIO & LIGHTING CONTRACTORS ONLY. ABSOLUTELY NO HOBBYISTS, MUSIC STORE SYSTEMS OR SUPPORT ACT SYSTEMS WILL BE ACCEPTED.

3. FRONT OF HOUSE AUDIO SYSTEM

- A. Front of house sound system shall be an active four way stereo system. capable of producing an unequalized frequency response of +/- 3db 50Hz - 18KHz, at an undistorted signal of 120 dB SPL at the front of house console in any venue. For outdoor events, delay stacks should be made available.
- B. The FOH (Line Array Only) enclosures will be D&B, V-DOSC, MEYER, EAW or JBL VERTEC. Any proprietary enclosures must be approved by Producer/Artist's Production Manager.
- C. The FOH speaker enclosures must be properly positioned and capable of producing a flat response for all sold seating areas. This includes front filled position (in front of stage) driven by a matrix or auxiliary send.
- D. The FOH speaker enclosures are to be powered adequately and accordingly to speaker and driver requirements.
- E. Power Amps are to be CROWN, LAB GRUPPEN, or QSC.
 - Ex: Crown IT-8000 to power subs.
 - Crown IT-6000 to power mids.
 - Crown IT-6000 to power mid-high and highs.
- F. Cross Overs/Systems Processors accepted are LAKE CONTOUR, XTA. (Located at FOH)

4. FRONT OF HOUSE CONSOLE & PROCESSING

- A. FOH console is to consist of minimum forty eight (48) channels.
 - Ex: Analog Consoles accepted: A. T. I. PARAGON II, YAMAHA PM 5000 or 4000, MIDAS XL-4, MIDAS HERITAGE 3000. **NO EXCEPTIONS!**
 - Ex: Digital Consoles accepted: YAMAHA CL5, YAMAHA M7CL-48, AVID PROFILE/SC-48, MIDAS PRO SERIES.
- B. FOH processing equipment for analog console is to consist of:
 - 1. Lake Contour EQ, KT-Helix, KT-3600, KT-DN360, TC Electronics EQ Station, TC Electronics 1128 1/3 Octave E.Q.'s.
 - 2. One (1) EVENTIDE H/3000 and One (1) LEXICON 200,
Two (2) YAMAHA SPX-2000, One (1) T.C. ELECTRONICS D-TWO or T.C. ELECTRONICS 2290
 - 3. Twenty (20) channels of compression, KT, BSS, or DRAWMER.
 - 4. Eight (8) channels of gates, KT, BSS, or DRAWMER.
 - 5. One (1) KT-DN60 or A.C.I. SA-3051 Spectrum Analyzer.
 - 6. One (1) Pro Compact Disc Burner/Player.
 - 7. Three (3) Clear-Comm stations with beacons and hand held sets. This is to be separate from lighting communications.

5. MONITOR CONSOLE & PROCESSING

- A. Monitor console is to consist of minimum forty eight (48) channels.
 - Ex: Digital Consoles accepted: YAMAHA CL-5, YAMAHA M7CL-48, AVID PROFILE or SC-48. **NO EXCEPTIONS!**
- B. Monitor processing equipment is to consist of:
 - 1. Three (3) Shure PSM-600 Hardwired IEM units.
 - 2. Four (4) Shure PSM-900 IEM systems with beltpacks.
All necessary cabling for IEM systems and 2 spare beltpacks.
 - 3. One (1) Shure IEM antenna combiner.
- C. Monitor Mixes (biamped with 1/3 Oct Graphic EQ inserted on each monitor mix:
Please have wedges at all positions, 2 small 6 channel mixers (1 for Drums & 1 for Keys).

6. MICROPHONE & MIC-STAND PACKAGE

- A. Twelve (12) Radial J-48 direct boxes
- B. Eight (8) Shure SM-58
- C. One (1) Shure KSM-32
- D. One (1) Shure Beta 56
- E. Six (6) Shure SM 57
- F. One (1) Shure Beta 52
- G. One (1) Shure SM 91
- H. Four (4) Shure KSM-137
- I. One (1) Shure VP-88
- J. One (1) Shure SM-81
- K. Four (4) Wireless Shure KSM – 9 Microphones
- L. Twenty Four (24) round base mic stands with booms. Twelve (12) tall and Twelve (12) short.

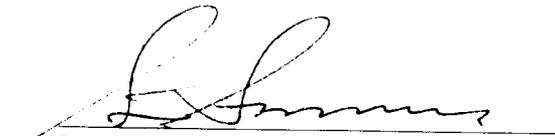
ANY AND ALL SUPPORT ACTS MUST USE SEPARATE CONSOLES AND PROCESSING EQUIPMENT OTHER THAN WHAT IS PROVIDED FOR MARK WILLS. (NO EXCEPTIONS)

7. LIGHTING REQUIREMENTS

- A. 124K par 64 on pre rig front and rear truss. Narrow spot and medium flood combination. (narrow spot upstage and medium flood, very narrow, and narrow spot downstage)
- B. One mid stage truss. Twelve (12") inch truss by forty (40') feet long.
- C. Twelve (12) intelligent fixtures VL-3500 or Mac 2000.
- D. Two (2) Mole array fixtures. Two (2) hanging from downstage truss.
- E. Five (5) ACL bars. Five (5) hanging from upstage truss.
- F. Two (2) Xenon or Carbon Arc spotlights powerful enough to cover two hundred (200') to three hundred (300') feet.
- G. Lighting consoles accepted are to be sixty (60) control channel consoles with two (2) scene presets with submasters. Ex: C.A.E. (LP-2000 or LP-3000), Whole Hog 1000, Whole Hog II or III, or ETC consoles.
- H. Dimmers are to consist of ninety six (96) channels of dimming capability. Dimmers accepted are: C.A.E., AvoLites, ETC, or NSI. (All dimmers are to be DMX protocol)
- I. Black back drop to hang from upstage truss.
- J. Clear-Comm communications with double muff head sets for lighting console, all spot operators, dimmer world and venue house light position. This is to be separate from audio communications.
- K. Haze Machine A haze machine shall be provided. Acceptable types must equally compare to a DF-50 or better. No F-100 or other timed type smoke machines or powder methods are acceptable.
- L. One (1) forty (40') 12" box truss flown and dedicated for intelligent lighting only.

CONTRACTED SOUND AND LIGHTING COMPANIES MUST PROVIDE PERSONNEL. EXAMPLE: F.O.H. TECH, MONITOR TECH, LIGHTING TECH, LIGHTING DIRECTOR, SPOTLIGHT OPERATORS, ETC. SOUND AND LIGHTING COMPANIES MUST HAVE EQUIPMENT SET UP NEATLY AND WORKING CORRECTLY PRIOR TO MARK WILLS CREW ARRIVAL.

AGREED AND ACCEPTED BY:


PURCHASER

AGREED AND ACCEPTED BY:

NO KIN TO BOB II, INC. f/s/o/ Mark WILLS,
Wade Hayes, Just A Pup Inc.

Wade Hayes, Bryan White Mark Wills

2015

Backline Equipment

Please note: The following equipment is to be supplied at no cost to Producer/Artist on fly dates and in instances when Made In America Tour cannot supply their own equipment.

A. Drums PEARL MASTERS SERIES (Birch or Maple drums & hardware)

1. One (1) 20"x18" Kick Drum
2. One (1) 7"x8" Rack Tom
3. One (1) 10"x8" Rack Tom
4. One (1) 14"x14" Floor Tom (with legs)
5. One (1) 14"x6" Wood Snare Drum
6. One (1) 14"x6" Metal Snare Drum
7. One (1) P2000B Kick Pedal
8. One (1) S1000 Snare stand
9. One (1) H2000 Hi-Hat stand
10. Six (6) BC1000 Boom Cymbal Stands
11. One (1) T1000 Double Tom Holder
12. One (1) D1000 Drum Throne
13. Cymbals – Sabian Cymbals
14" HHX Groove Hats, 10" HHX Evolution Splash, 10" AAX Air Splash
18" HHX Extreme Crash, 22" Liquid Ride, 18" HHX O-Zone Crash
(All drums must have new AQUARIAN heads)
(An 8'x8'drum rug with grip underside is required as well)

B. Keyboard Rig

1. One (1) Yamaha S-90ES keyboard w/sustain pedal or Yamaha Motiff XS-8 w/sustain pedal.
2. One (1) Nord Electro 73 with volume pedal or Korg CX-3 with volume pedal.
3. One (1) Solid Stand keyboard stand (double tier)
4. One (1) Drum Throne
5. One (1) Footswitch pedal

C. Bass Rig

One (1) Ampeg SVT-CL or SVT-450H AND One (1) Ampeg 4x10 cabinet

D. Electric Guitar (in order of preference)

1. One (1) amp & One (1) back up Amp of the following in order of preference:
1st Mesa Boogie Lonestar
2nd Mesa Boogie Stiletto
3rd Fender Deville 212
2. One (1) Fender Deluxe, Fender Deville or Fender Twin

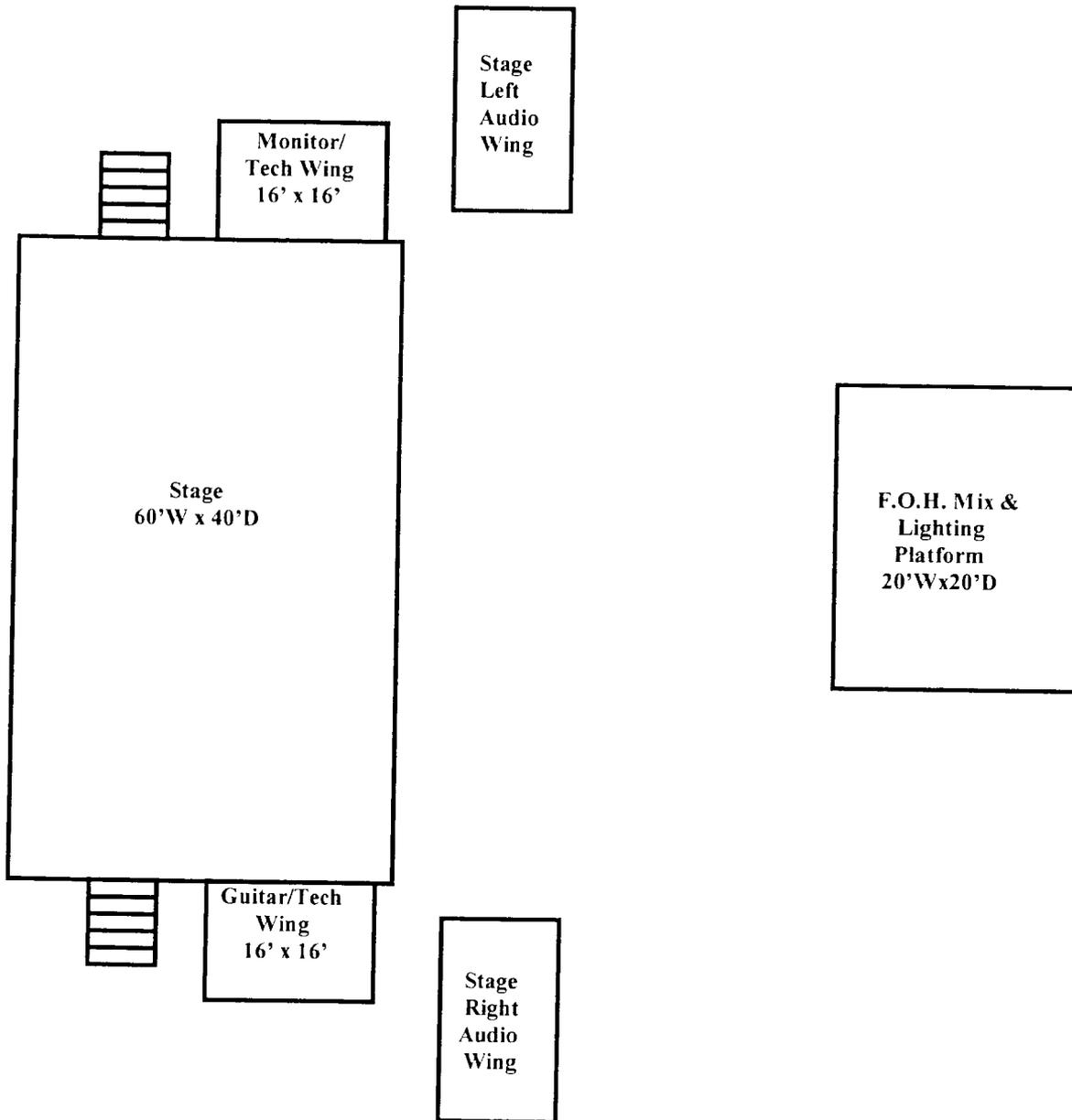
E. Miscellaneous

1. Ten (10) guitar stands to accommodate both electric and acoustic guitars.
2. Eight (8) ¼" guitar cables 20' long.
3. Three (3) ¼" speaker cables 50' long.
4. Four (4) Shure wireless in ear monitor systems with beltpacks (NO Sennheiser)
5. Four (4) Shure wireless microphones with KSM 9 capsules if possible
6. Two (2) Shure wireless instrument systems with 3 transmitter packs
7. Batteries for all wireless units
8. 2 small 6 channel mixers (1 for Drums & 1 for Keys)

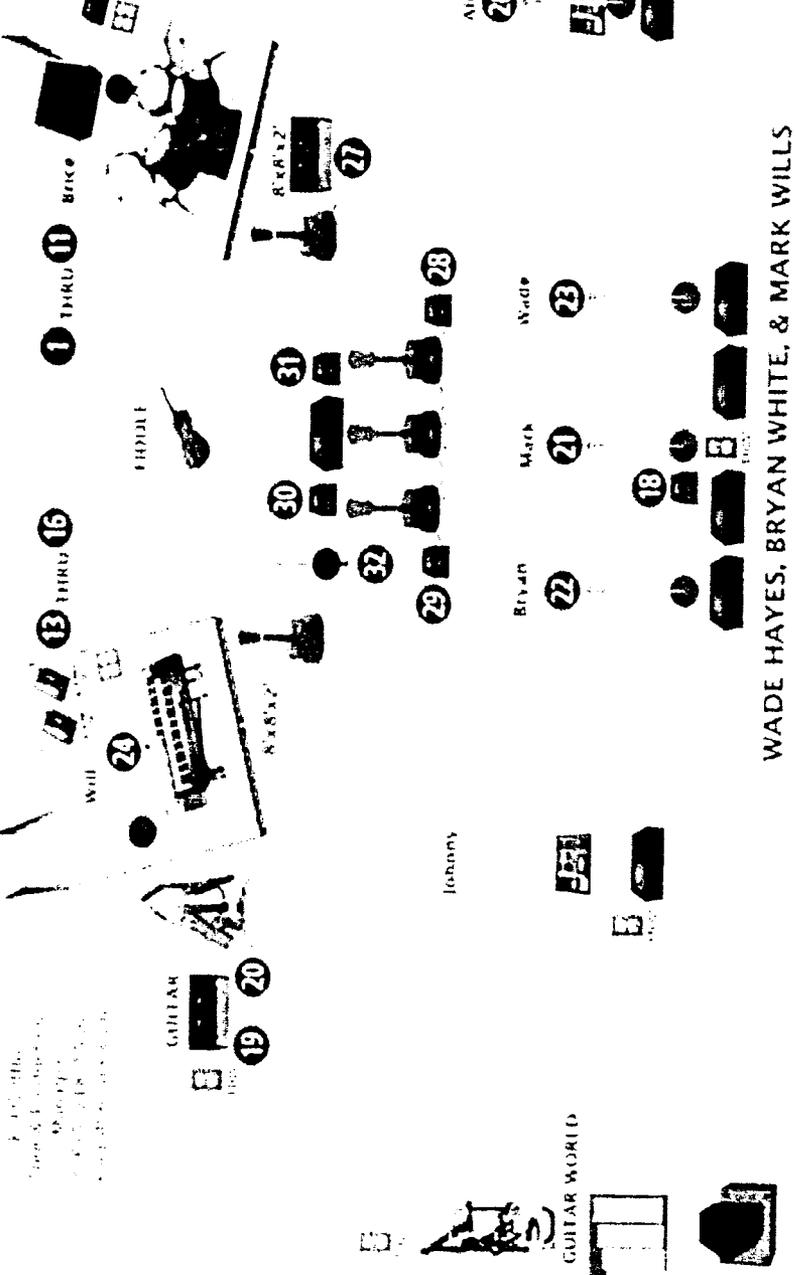
Please be certain that all the above items are in excellent working condition.

Wade Hayes, Bryan White Mark Wills

Stage, Audio, & Tech Wing Diagram



Kat Cochran
Tour & Production
Manager
C-117 718-5366
kac@turnover.com



WADE HAYES, BRYAN WHITE, & MARK WILLIS

MADE IN AMERICA TOUR 2015 - STAGE PLOT / INPUT LIST

ITEM	QUANTITY	TYPE	LOCATION	INPUT	OUTPUT	REMARKS
Wade Hayes	1	DRUMS	11	11	11	Wade Hayes
Bryan White	1	KEYS	27	27	27	Bryan White
Mark Willis	1	TRUMPET	21	21	21	Mark Willis
Wade Hayes	1	CONGA	19	19	19	Wade Hayes
Bryan White	1	BONGOS	20	20	20	Bryan White
Mark Willis	1	MARACA	22	22	22	Mark Willis
Wade Hayes	1	SHAKER	23	23	23	Wade Hayes
Bryan White	1	STEEL DRUM	24	24	24	Bryan White
Mark Willis	1	TUBA	25	25	25	Mark Willis
Wade Hayes	1	EUPHONIA	26	26	26	Wade Hayes
Bryan White	1	TRIPLET	28	28	28	Bryan White
Mark Willis	1	MARTIN	30	30	30	Mark Willis
Wade Hayes	1	YAMAHA	31	31	31	Wade Hayes
Bryan White	1	JBL	32	32	32	Bryan White
Mark Willis	1	MACKIE	33	33	33	Mark Willis
Wade Hayes	1	SPEAKERS	34	34	34	Wade Hayes
Bryan White	1	MONITORS	35	35	35	Bryan White
Mark Willis	1	CUE POINTS	36	36	36	Mark Willis
Wade Hayes	1	CUE LIGHTS	37	37	37	Wade Hayes
Bryan White	1	CUE POINTS	38	38	38	Bryan White
Mark Willis	1	CUE LIGHTS	39	39	39	Mark Willis

Setup area: 101, 102, 103

2 weeks prior to each venue for sheet music personnel

Make advance in call and message ahead

2 weeks prior to each venue

tobacco is allowed on Purchaser's facilities and premises. Accordingly, Producer/Artist shall not possess or consume any alcohol, illegal controlled substances or tobacco while utilizing Purchaser's facilities or upon Purchaser's premises.

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Wade Hayes, Bryan White Mark Wills

SCHEDULE "B"

Catering Requirements

If there are any questions or concerns regarding Schedule "B" please contact Artist Tour Manager, All meals must be served in a private area back stage completely separate from the viewing public. All numbers reflect **Wade Hayes, Bryan White, Mark Wills** personnel only. This does not include support acts, local crews, promotion staff, etc. Additional arrangements should be made to accommodate any other persons requiring catering services. All food quantities listed below are estimates only. Please insure that there are sufficient supplies of food items available for everyone to be fed. Meals must stay up until released by Tour and or Production Manager. Expect a minimum of two (2) hours per meal. If and when the aforementioned are included for catering, it is requested that **Wade Hayes, Bryan White, Mark Wills** personnel eat first for all meals.

Please use organic ingredients in all prepared and provided foods, including organic milks. All non carbonated bottled water must be minimum sixteen (16) or twenty (20) ounce bottles. Preferred water in order of preference AquaFina, or Dasani.

GREEN ROOM/COMMON AREA (From Load In through Load Out)

Complete coffee service with regular coffee, decaf coffee, assorted teas, and hot water. Liquid Half & Half creamer, powdered Coffee Mate, Sweet-N-Low, Splenda, and sugar. Gatorade, Diet Coke, Coke product sodas, Diet Dr. Pepper, Red Bull, Sugar Free Red Bull and non carbonated bottled water, 12 ounce coffee cups, plastic cups, and ice. (PLEASE REFRESH REGULARLY)

BREAKFAST

A hot breakfast is to be served when load-in is at 10:00a.m. or earlier. Please expect 10 people for breakfast unless otherwise specified.

Food: Omelet bar to provide cook to order omelets or eggs using cage free eggs. Organic breakfast meat (lean turkey bacon, lean regular bacon, and sausage links or patties), hash browns or breakfast potatoes, assorted cereals (Special K, Raisin Bran, Frosted Flakes, and Cheerios), french toast, whole wheat or white bread toast, waffles, pancakes, and assorted bagels. Cut up organic fresh fruit platter (cantaloupe, watermelon, banana's, in-season berries), and Instant Quaker organic sugar oatmeal.

Condiments: Cream cheese, strawberry and grape preserves, picante sauce, butter, margarine, syrup, sugar, Sweet-N-Low, Stevia, and Splenda. A working toaster for bread and bagels.

Beverages: Two (2) gallons of organic milk, 2%, and whole. Simply Orange orange juice, tomato juice, and grape juice. Regular coffee, decaf coffee and two (2) cases of non-carbonated bottled drinking water.

LUNCH

Please expect 10 people for lunch unless otherwise specified. All lunches must include fresh organic salad, small curd cottage cheese, and fresh cut organic fruit. Please provide assorted regular and fat free salad dressings. Please provide condiments accordingly with each meal such as mayonnaise, mustard, ketchup, salt, pepper, Tabasco sauce, etc. Kraft salad dressings are acceptable.

Lunch Choices:

1. Chicken and vegetable stir fry with rice, hot and sour soup, dinner rolls and egg rolls.
Dessert: Fruit platter and rainbow sherbet.
2. Tuna salad sandwiches, small curd cottage cheese, homemade vegetable soup, and crackers.
Dessert: Fruit platter and pecan pie with vanilla ice cream or whip cream.

3. Red beans and rice (white & brown), seafood jambalaya, cornbread and hush puppies.
Dessert: Fruit platter and chocolate cream pie.
4. Spaghetti with meatballs and sauce, also with a meatless sauce, and garlic bread.
Dessert: Fruit platter and cheesecake.
5. Bar B Que chicken, pasta salad, cole slaw, and baked beans.
Dessert: Fruit platter and apple pie with vanilla ice cream.
6. Homemade beef stew with rice (white & brown) and french bread.
Dessert: Fruit platter and chocolate cake.
7. Grilled cheese sandwiches, grilled ham and cheese sandwiches, small curd cottage cheese, tomato soup, and crackers.
Dessert: Fruit platter and banana cream pie.

DINNER

Please expect 10 people for dinner unless otherwise specified. All dinners are to be served with real china plates, real silverware utensils, tablecloths and linen napkins. If there is a local specialty, please advise Tour and or Production Manager during advance.

All dinners must include fresh organic salad (mix of baby spinach & iceberg lettuce with carrots, bleu cheese crumbles, and tomatoes), plus (organic iceberg wedge lettuce salad with bacon, cheddar cheese, and tomatoes), and dinner rolls. Please provide assorted regular and fat free salad dressings including Hidden Valley Ranch, Newman's Own Olive & Oil Vinegar, Family Recipe Italian, Newman's Own Thousand Island, balsamic vinaigrette, honey mustard, thousand island, french, etc. for dinner salads. **Please include with each dinner a vegetarian entree plate for five (5) people such as pasta with a meatless sauce or cheese lasagna.** Meals are to include 2 types of dessert such as carrot cake, cheese cake, chocolate cake, strawberry shortcake, pumpkin pie, pecan pie, fruit cobbler with ice cream, lemon meringue, key lime, or apple pie. Please supply salt, pepper, butter, margarine, ketchup, Heinz 57 steak sauce, Tabasco sauce, etc.

Dinner Choices:

1. Roasted or baked chicken (white meat only please), scalloped potatoes and steamed carrots. Eight grilled chicken breasts.
2. Mexican food, beef, chicken and cheese enchiladas, lean ground beef tacos, refried beans, spanish rice, guacamole salad, hot sauce, flour tortillas, tortilla chips, and grated cheese. Eight grilled chicken breasts.
3. BBQ Pork spare ribs, sausage, chicken breasts and quarters. Potato salad, macaroni and cheese, and baked beans. Eight grilled chicken breasts.
4. Homemade meatloaf, mashed potatoes with gravy, green beans and corn. Eight grilled chicken breasts.
5. 10oz. Bacon wrapped filet mignon, baked potatoes, and corn on the cob. Eight grilled chicken breasts.
6. Grilled Tuna steaks, rice dish or baked potato and steamed vegetables. Eight grilled chicken breasts.
7. Homemade fried catfish, mashed potatoes with gravy, and green beans. Eight grilled chicken breasts.

BEVERAGES

The following beverages are to be served with lunch and dinner:

Coke product sodas and diet sodas, two (2) gallons of organic milk including 2%, and whole, Ocean Spray Cranberry Juice Light, regular coffee, decaf coffee, fresh brewed sweet ice tea, fresh sliced lemons, and two (2) cases of non-carbonated bottled drinking water. Please supply creamer, Sweet-N-Low, Stevia, Splenda, and sugar for coffee. Coffee cups, plastic cups, and plenty of ice.

PRODUCTION OFFICE & DRESSING ROOMS

Dressing rooms will be stocked at time set by Producer/Artist's Production Manager. If production office or dressing rooms are not provided, all items will be delivered to busses, which will be used as dressing rooms. All deli

trays and refrigerated items must be set on beds of ice to remain fresh. All dressing room items not used by the end of performance will be transported to busses at end of engagement.

PRODUCTION OFFICE

Two (2) cases of non carbonated bottle water (room temp).
Twelve (12) NEW black or white hand towels.
Twenty four (24) NEW large cotton bath towels (only if showers are available).
Assortment of mini soaps and shampoos.
12 pk of Coke, Mentos sugar free Sweet Mint Gum, 3 Cliff protein bars
2 Mio drink enhancers (strawberry & peach mango)

DRESSING ROOM #1 (8 people)

Food: One (1) loaf of whole grain wheat bread, One (1) fruit tray, One (1) cheese & crackers tray, One (1) jar of Jiff Creamy peanut butter. One (1) jar of strawberry or grape jelly. Tortilla Chips & Salsa Multigrain Sun Harvest chips). One (1) container of Hummus. Two (2) packs of Trident Peppermint Sugarless gum.

Beverages: All soda products must be in plastic bottles. One (1) 12-pack of Diet Dr. Pepper One (1) 12-pack of Diet Coke, one 4-pack of Red Bull, one (1) 4-pack of Sugar free Red Bull, one (1) 6-pack of Mountain Dew, one (1) 12-pack of orange Gatorade, and two (2) cases of non-carbonated bottled drinking water (Dasani or AquaFina).

Misc. Items: 3 rolls of paper towels, Dixie Rinse & Reuse plates and bowls, plastic utensils, large plastic Solo cups, 1 box of wooden toothpicks, ice, 12 hand towels (new) 14 bath towels (new), and 12 bars of soap (Lever 2000).
(PLEASE REFRESH REGULARLY)

AFTER SHOW FOOD:

After show food will be determined by the Tour Manager on day of engagement. (pizza, sushi, hot sub sandwiches, buffalo wings, burgers, tacos, salads, etc.) Please have menus available.

AFTER SHOW/BUSSES

20 lbs. of ice and two (2) cases of non carbonated bottled water for bus.

BUYOUT:

A buyout is welcome in lieu of no catering for Breakfast lunch & dinner @ \$40/person for 12 people to be paid in cash to the tour manager.

AGREED AND ACCEPTED BY:


PURCHASER

AGREED AND ACCEPTED BY:

NO KIN TO BOB II, INC. f/s/o/ Mark WILLS,
Wade Hayes, Just A Pup Inc.

Ulrich & Associates, PC

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the County Commissioners
Box Elder County
Brigham City, UT 84302

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Box Elder County, Utah, as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Members of Utah Association of CPAs | American Institute of CPAs

Charles E. Ulrich, CPA | Michael E. Ulrich, CPA
Heather Christopherson, CPA
Cathie Hurst, CPA | Bruce Guiso, CPA | Kaela Cornwell, CPA

4991 South Harrison | Ogden, Utah 84403
Tel | 801.627.2100 | Fax | 801.475.6548
website | www.ulrichcpa.com

Att #3

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Box Elder County, Utah, as of December 31, 2014, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund, Municipal Service Fund, Redevelopment Agency Fund, and Tourism Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4-10 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Box Elder County's basic financial statements. The capital projects fund budgetary comparison, the combining and individual nonmajor fund financial statements, the detail schedule of intergovernmental payable-treasurer's agency fund, schedule of taxes charged and collected-current and prior year, schedule of transient room tax activity, the schedule of tourism, recreation, culture, and convention facilities tax activity, statement of net position-component unit, statement of activities-component unit, and schedule of expenditures of state awards are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The capital projects fund budgetary comparison, the combining and individual nonmajor fund financial statements, the detail schedule of intergovernmental payable-treasurer's agency fund, schedule of taxes charged and collected-current and prior year, schedule of transient room tax activity, the schedule of tourism, recreation, culture, and convention facilities tax activity, statement of net position-component unit, statement of activities-component unit, and schedule of expenditures of state awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the capital projects fund budgetary comparison, the combining and individual nonmajor fund financial statements, the detail schedule of intergovernmental payable-treasurer's agency fund, schedule of taxes charged and collected-current and prior year,

schedule of transient room tax activity, the schedule of tourism, recreation, culture, and convention facilities tax activity, statement of net position-component unit, statement of activities-component unit, and schedule of expenditures of state award are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 4, 2015, on our consideration of Box Elder County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Box Elder County's internal control over financial reporting and compliance.

Ulrich & Associates, P.C.

Ogden, Utah
June 4, 2015

Contract for Services

15-18

In consideration of the mutual agreements and promises set forth herein, this contract for services is entered into by and between Mark Ward (Service Provider) and Box Elder County, Utah (the County) as follows:

1. SERVICE PROVIDER AGREES AS FOLLOWS:
 - A. To provide consulting and plan writing services and prepare a County Resource Management Plan ("RMP") for Box Elder County as provided in Utah Code 17-27a-401(3).

2. THE COUNTY AGREES AS FOLLOWS:
 - A. To Compensate Service Provider nine thousand dollars (\$9,000) for all services, in two payments as follows:
 - i. \$4,500 due upon execution of this contract;
 - ii. \$4,500 due within 30 days after Service Provider completes and delivers the County RMP.
 - B. To Reimburse Service Provider for travel costs as follows:
 - i. For out-of-pocket lodging costs incurred in providing services, conditioned on the County's pre-approval of Service Provider's lodging stay;
 - ii. All other travel costs incurred by Service Provider including mileage and meals shall be Service Provider's responsibility.
 - C. The County acknowledges that this is a separate contract between the County and Service Provider, and the County waives and hold harmless any obligation, liability or responsibility of UAC in connection with Service Provider's rendering of services herein.
 - D. No Reimbursement from Legislature or CIB
 - i. The County acknowledges and understands that Service Provider lobbied the Legislature and the Utah Community Impact Board for County RMP related funding; and
 - ii. The County therefore promises and agrees not to seek any advance or reimbursement from the State Legislature, the State Public Lands Policy Coordinating Office, nor the Utah Community

Att #4

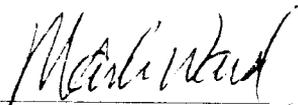
Impact Board for County's costs incurred in compensating Service Provider under this contract.

3 MISCELLANEOUS

- A. This contract takes effect after executed by the parties below and upon receipt by the Service Provider of the County's first payment.

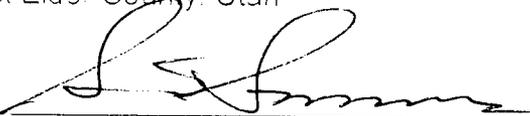
ENTERED INTO this 20th day of June, 2015.

Mark Ward


Service Provider

ENTERED INTO this 1st day of July, 2015.

Box Elder County, Utah

By: 

Title: Commission Chairman

Please date, sign, make a copy for your files and return to Mark Ward with 1st payment of \$4,500 payable to Mark Ward and addressed as follows:

Mark Ward
3004 Sweet Blossom Drive
South Jordan, UT 84095

Resolution 15-04

A resolution by the Box Elder County Board of Commissioners approving the tax rates and revenues for the 2015 tax year

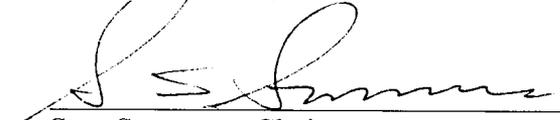
WHEREAS, the Box Elder County Board of Commissioners has authority to approve the following tax rates and revenues

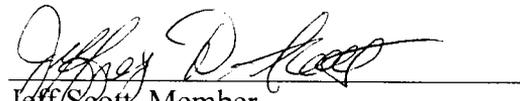
THEREFORE, BE IT RESOLVED that the Box Elder County Board of Commissioners does hereby approve the following tax rates and revenues for the 2015 tax year budget.

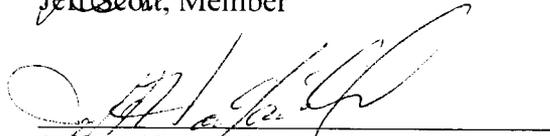
ENTITY – FUND/BUDGET TYPE	REVENUE	RATE
BOX ELDER – GENERAL OPERATIONS	\$ 7,242,160	0.002072
BOX ELDER – COUNTY ASSESSING & COLLECTING	\$ 1,464,756	0.000364
BOX ELDER – MULTI COUNTY ASSESSING & COLL	\$ 48,289	0.000012
BOX ELDER – LIBRARY	\$ 341,126	0.000145

Adopted this 1st day of July 2015.

Box Elder County Board of Commissioners


Stan Summers, Chairman


Jeff Scott, Member


Jeff Hadfield, Member




Marla Young, Clerk

ALL #5



ORDINANCE NO. 409

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING A PARCEL IN SECTION 25 TOWNSHIP 8 NORTH RANGE 2 WEST FROM THE MU-40 (MULTIPLE USE 40 ACRES) ZONE TO THE RR-2 (RURAL RESIDENTIAL 2 ACRES) ZONE.

WHEREAS, the property owners are requesting that the property described herein be rezoned from MU-40 (Multiple Use 40 acres) zone to RR-2 (Rural Residential 2 acres) zone; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the petition to rezone the property and amend the Box Elder County zoning map and provided notice of the public hearing by mailing notice to each affected property owner and each affected entity at least 10 calendar days before the public hearing, and by posting it in at least 3 public locations within the county or 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 June 18, 2015, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

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

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

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on July 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 zoning map as set forth below is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

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

AH #6

SECTION 1: Zoning Map Amendment. The Zoning Map of Unincorporated Box Elder County is hereby amended by reclassifying the following described parcel in unincorporated Box Elder County from MU-40 (Multiple Use 40 acres) zone to RR-2 (Rural Residential 2 acres) zone:

A PART OF THE NORTHEAST QUARTER OF SECTION 10 AND A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED SOUTH 00°32'01" WEST 173.33 FEET ALONG THE EAST LINE OF SAID SECTION 10 FROM THE NORTHEAST CORNER OF SAID SECTION 10;

RUNNING THENCE SOUTH 00°32'01" WEST 41.92 FEET ALONG THE EAST LINE OF SAID SECTION 10 TO AN EXISTING FENCE LINE; THENCE NORTH 46°01'18" EAST 152.04 FEET ALONG SAID FENCE AND THEN FENCE PROJECTION TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BEAVER DAM ROAD; THENCE IN A SOUTHEASTERLY DIRECTION TO THE RIGHT OF A NON-TANGENT 520.08 FOOT RADIUS CURVE, A DISTANCE OF 50.55 FEET, CHORD BEARS SOUTH 35°39'50" EAST 50.53 FEET, HAVING A CENTRAL ANGLE OF 05°34'09"; THENCE SOUTH 46°01'18" WEST 193.88 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE SOUTH 00°32'01" WEST 639.29 FEET ALONG SAID EAST LINE; THENCE NORTH 21°39'52" WEST 633.25 FEET TO THE SOUTH BOUNDARY OF THE BEAVER CORPORATION OF THE LDS CHURCH PROPERTY; THENCE ALONG SAID SOUTH BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES; NORTH 76°18'01" EAST 144.08 FEET; THENCE NORTH 37°24'01" EAST 132.50 FEET; THENCE NORTH 00°32'01" EAST 23.57 FEET (26 FEET BY RECORD); THENCE SOUTH 89°27'59" EAST 20.10 FEET TO THE POINT OF BEGINNING. CONTAINING 2.103 ACRES.

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

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 1st day of July, 2015, by the Board of County Commissioners of Box Elder County, Utah,



Commissioner Summers
Commissioner Scott
Commissioner Hadfield

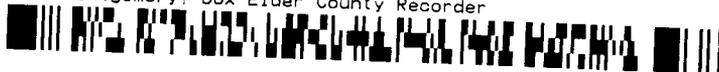
Voting [Signature]
Voting [Signature]
Voting [Signature]

[Signature]

Commissioner Summers
Box Elder County Commission

Attest:

[Signature]
Marla Young
Box Elder County Clerk



ORDINANCE NO. 408

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING A PARCEL IN SECTION 25 TOWNSHIP 8 NORTH RANGE 2 WEST FROM THE MU-160 (MULTIPLE USE 160 ACRES) ZONE TO THE RR-10 (RURAL RESIDENTIAL 10 ACRES) ZONE.

WHEREAS, the property owners are requesting that the property described herein be rezoned from MU-160 (Multiple Use 160 acres) zone to RR-10 (Rural Residential 10 acres) zone; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the petition to rezone the property and amend the Box Elder County zoning map and provided notice of the public hearing by mailing notice to each affected property owner and each affected entity at least 10 calendar days before the public hearing, and by posting it in at least 3 public locations within the county or 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 June 18, 2015, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

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

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

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on July 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 zoning map as set forth below is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

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

Att #7

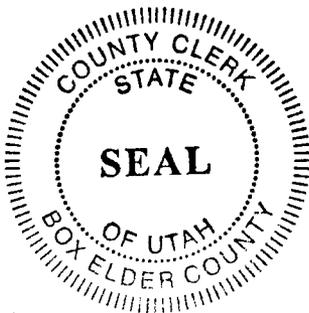
SECTION 1: Zoning Map Amendment. The Zoning Map of Unincorporated Box Elder County is hereby amended by reclassifying the following described parcel in unincorporated Box Elder County from MU-160 (Multiple Use 160 acres) zone to RR-10 (Rural Residential 10 acres) zone:

Parcel #: 02-049-0006

BEG 4 RDS N OF SW COR OF SEC 25 TWP 8N R 2W SLM, E 10 RDS, N 60 RDS, E 36 RDS 15 FT, N 550 FT M/L TO S LINE OF APOLLOS TAYLORS LAND, W 46 RDS 15 FT M/L TO SEC LINE, S TO BEG CONTG 13.00 ACS.

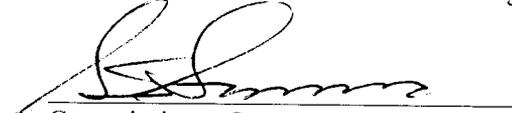
SECTION 2: Effective Date. This ordinance shall become effective fifteen (15) days after its passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 15th day of July, 2015, by the Board of County Commissioners of Box Elder County, Utah,



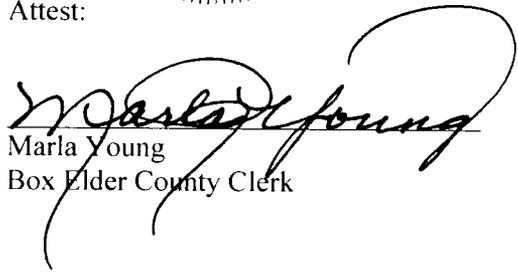
Commissioner Summers
Commissioner Scott
Commissioner Hadfield

Voting Aye
Voting Aye
Voting Aye



Commissioner Summers
Box Elder County Commission

Attest:



Marla Young
Box Elder County Clerk

ROAD IMPROVEMENTS AGREEMENT

15-17

This AGREEMENT is entered into by and between CSD3J HOLDINGS, LLC, a limited liability company validly existing under the laws of the State of Utah, and GREAT BASIN INDUSTRIAL, LLC, a limited liability company validly existing under the laws of the State of Utah (hereinafter collectively referred to as "GBI"), WRE TRUCK STOP 100 LLC, a limited liability company validly existing under the laws of the State of Utah (hereinafter referred to as "WRE") and BOX ELDER COUNTY, a political subdivision of the State of Utah (hereinafter referred to as "County") and the BOX ELDER COUNTY REDEVELOPMENT AGENCY, a redevelopment agency organized and existing under the laws of the State of Utah (hereinafter referred to as "RDA").

RECITALS

WHEREAS, RDA has created and established the Plymouth Economic Development Project Area for the purpose of encouraging, promoting and providing for the development of a new industrial/business park within the project area; and

WHEREAS, in connection with the development of the new industrial/business park, it is anticipated that a portion of the road currently known as 6000 West, between 20400 North and 20800 North in Box Elder County and more specifically identified in Exhibit "A" attached hereto (hereinafter referred to as "the Road"), which is located within the project area, be improved and paved for use by the new industrial/business park; and

WHEREAS, RDA is willing to contribute available tax increment funds which are collected in connection with the Plymouth Economic Development Project Area to the improvement and paving of the Road, but such funds will most likely not be collected and available for several years; and

WHEREAS, GBI and WRE currently operate businesses within the project area and are desirous of having the Road improved and paved as quickly as possible, rather than wait for several years for RDA to collect sufficient tax increment funding to pay for the improvements and paving; and

WHEREAS, GBI and WRE are willing to pay and be responsible for the costs of having the Road improved and paved by County at the current time, rather than waiting for sufficient tax increment to be collected by RDA, upon the condition that RDA will reimburse GBI and WRE for such costs, to the extent sufficient tax increment funds are collected and available; and

WHEREAS, RDA is willing to reimburse GBI and WRE for the costs of having the Road improved and paved by County when available tax increment funds are collected by RDA; and

WHEREAS, GBI, WRE, County and RDA are desirous of memorializing and reducing their agreement to writing, as set forth below.

A77 #8

NOW THEREFORE, based upon these recitals and good and valuable consideration, GBI, WRE, County and RDA do agree as follows:

1. Improvements to and Paving of the Road. County has obtained and accepted a bid from PR Paving at a cost of \$57.70 per ton of asphalt (see Exhibit "B" attached hereto) to improve and pave the Road (approximately 2,590 feet between 20400 North and 20800 North) as more specifically set forth in Exhibit "A" attached hereto. Pursuant to the accepted PR Paving bid, the total cost of improving and paving the Road will be Ninety Six Thousand Nine Hundred Thirty Six Dollars (\$96,936.00) (1,680 tons of asphalt @ \$57.70 per ton). Upon payment of this entire amount to County by GBI and WRE, County shall authorize PR Paving to construct the improvements and pave the Road pursuant to the bid which was submitted and accepted.
2. GBI and WRE to Pay and Be Responsible for Costs of Improvements to and Paving of the Road by County. GBI and WRE do hereby agree to pay and be responsible for the construction of the improvements and paving of the Road by County, as well as any reasonable and necessary change orders which may arise during the construction and paving. Accordingly, upon execution of this agreement, GBI shall pay the sum of Forty Eight Thousand Four Hundred Sixty Eight Dollars (\$48,468.00) to County and WRE shall pay the sum of Forty Eight Thousand Four Hundred Sixty Eight Dollars (\$48,468.00) to County. County shall not authorize PR Paving to construct the improvements and pave the road until the entire sum of Ninety Six Thousand Nine Hundred Thirty Six Dollars (\$96,936.00) has been received by County.
3. RDA to Collect and Distribute Available Tax Increment Funds to GBI and WRE. To the extent that RDA is able to collect sufficient and available tax increment funds from the Plymouth Economic Development Area Project area, which are not otherwise obligated by the project area plan and budget, RDA shall pay such funds equally to GBI and WRE as they are collected and available for payment, up to the total amount paid by GBI and WRE to County for the improvements and paving of the Road. GBI and WRE do each hereby acknowledge and agree that there is a possibility that the total available and not otherwise obligated tax increment funds actually collected by RDA from the Plymouth Economic Development Area Project may not be sufficient to totally reimburse GBI and WRE for the amounts they actually paid for the improvement and paving of the Road. Accordingly, GBI and WRE do each understand that they may not be totally reimbursed for the costs of improving and paving the Road which GBI and WRE actually paid to County, and that neither County nor RDA is in any way obligated to reimburse GBI and/or WRE other than from the available and not otherwise obligated tax increment actually collected from the Plymouth Economic Development Area Project during its lifetime.

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

Notary Public

DATED this 1st day of July, 2015.



BOX ELDER COUNTY



Stan Summers, Chairman
Box Elder County Commission

ATTEST:


Marla Young
Box Elder County Clerk

DATED this 1st day of July, 2015.



BOX ELDER COUNTY REDEVELOPMENT AGENCY



_____, Chairman
Box Elder County Redevelopment Agency

ATTEST:


Marla Young
Box Elder County Clerk

20800-N



6" Thick

590'

6000-W

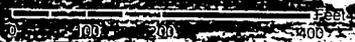
6000 West Asphalt Paving

Paving Specifications:

- Paved road width 27 feet
- 3/4 inch HMA (UDOT AC Spec)
- First 590 feet going south from 20800 North will be 6" thick
- The rest of the roadway will be 3" thick
- Four radius entrances will be paved into GBI
- 1680 Tons of asphalt at \$57.70 per ton

27'

20400-N



BID OPENING

DATE: June 15, 2015

TIME: 2:00 pm

PLACE: Box Elder County

SUMMARY OF PROPOSAL'S RECEIVED

Client: Box Elder County Corporation

Project: 2015 Road Maintenance Projects



JONES & ASSOCIATES
Consulting Engineers, Inc.

ITEM	DESCRIPTION	QUA.	UNIT	ENGINEER'S ESTIMATE		P.R. PAVING INC.		STAKER & PARSON COMPANIES		CONSOLIDATED PAVING AND CONCRETE, INC.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1	l.s.	\$4,000.00	\$4,000.00	\$7,775.00	\$7,775.00	\$14,250.00	\$14,250.00	\$31,000.00	\$31,000.00
2	Furnish & Install Bituminous Surface Course. UDOT 3/4" Mix (HMA) 400 West - 14400 North to 14600 North including intersections. Place 3" HMA. 6000 West - by gas station 20800 South running south for about 590'. Place 6" thick HMA in two lifts. 6000 West - by GBI from 590' south of 20800 North running south 1,270'. Place 3" HMA. 13600 North - Garland 5400 West (SR13) to 6000 West. Place 3" HMA Box Elder County Court House - East Parking Lot. Place 3" HMA	4,725	Ton	\$3.60	\$17,010.00	\$57.70	\$272,632.50	\$59.00	\$278,775.00	\$63.30	\$299,092.50
3	Furnish & Install Bituminous Surface Course. UDOT 1/2" Mix (HMA) overlay 6000 West - from a point about 1000' south of 10400 North running south 13,728' to a point about 1,300' north of 8000 North. Use a ski on the lay down machine to achieve smoothness. 9600 North - from 6800 West running east 530'. Use a ski on the lay down machine to achieve smoothness.	970	Ton								
		590	Ton								
		640	Ton								
		1,875	Ton								
		650	Ton								
		3,465	Ton	\$150.00	\$519,750.00	\$56.70	\$196,465.50	\$57.00	\$197,505.00	\$66.00	\$228,690.00
		3,300	Ton								
		165	Ton								
TOTAL (Items 1 - 3)					\$540,760.00		\$476,873.00		\$490,530.00		\$558,782.50

Project Engineer

Burt W. Suter

Date 6/16/15

Bidder
 - 4 - POST ASPHALT AND CONSTRUCTION \$569,657.50
 - 5 - GRANITE CONSTRUCTION COMPANY \$570,462.50
Total Bid
 \$569,657.50
 \$570,462.50

CONTRACT FOR FIREFIGHTING/HAZMAT SERVICES

This AGREEMENT made and entered into by and between BOX ELDER COUNTY, a county of the State of Utah (hereinafter "County") and Snowville , a city or town organized under the laws of the State of Utah (hereinafter "Fire Department").

RECITALS

WHEREAS, County is desirous of obtaining fire fighting services for those areas of unincorporated Box Elder County which are outside the boundaries of Fire Department; and

WHEREAS, County is willing to provide County firefighting equipment to Fire Department for use by Fire Department in responding to fires on behalf of County; and

WHEREAS, Fire Department has the capacity and is willing to provide to County firefighting services within those areas of unincorporated Box Elder County which are outside the boundaries of Fire Department; and

WHEREAS, County and Fire Department are desirous of entering into this Agreement to specify the manner in which Fire Department will provide firefighting services to County outside the boundaries of Fire Department;

NOW, THEREFORE, for and in consideration of these recitals and the other good and valuable consideration set forth herein, County and Fire Department do hereby agree as follows:

1. Fire Fighting Services to be Provided by Fire Department to County Outside the Local Boundaries of the Fire Department. In exchange for the payments from County as set forth in this Agreement, Fire Department shall provide fire fighting services to County in unincorporated areas of Box Elder County outside the boundaries of Fire Department as follows:

AZZ #9

- A. Fire Fighting Services. When requested by County, Fire Department shall respond to fire calls in the unincorporated areas of Box Elder County outside of Fire Department boundaries with at least five (5) Fire Department firefighters for structure fires , four (4) Fire Department firefighters for wildland fires, and one (1) County fire truck, together with all necessary equipment, hoses and supplies. Fire Department shall utilize County equipment initially, but may utilize Fire Department equipment if requested by County. Fire Department shall be solely responsible for paying each individual Fire Department firefighter and maintaining any Fire Department equipment utilized in connection with the fire fighting services rendered by Fire Department pursuant to this Agreement.
- B. Hazmat Services. When requested by County, Fire Department shall respond to hazmat calls in the unincorporated areas of Box Elder County outside of the Fire Department boundaries with at least five (5) Fire Department hazmat team members and one (1) County hazmat equipped truck, together with all necessary equipment and supplies. Fire Department shall utilize County equipment initially, but may utilize Fire Department equipment if requested by County. Fire Department shall be solely responsible for paying each individual Fire Department hazmat team member and maintaining any Fire Department equipment utilized in connection with the hazmat services rendered by Fire Department pursuant to this Agreement.
- C. The \$945.00 fee will only be paid to the department contracted for a specific area, any units that are dispatched under an automatic aid agreement will be considered "reciprocal aid" or "mutual aid" Units dispatched at the request of the contracted department will be paid a \$250 call out fee for the first hour and will be eligible for

hourly rates and mileage. Any units that are dispatched as a medical unit will not receive compensation with the exception of Wildland fires with MOU contracts.

2. Payment from County to Fire Department for Fire Fighting and Hazmat Services. In exchange for the firefighting and hazmat services from Fire Department as set forth in this Agreement, County shall pay Fire Department as follows:

- A. The sum of Nine Hundred Forty Five Dollars (\$945.00) per call (\$345.00 for fire fighters + \$600.00 for capital replacement) for the first hour or any part thereof. However, in the event Fire Department fails to provide five (5) firefighters to any structure fire call, four (4) firefighters to any wildland fire call, or five (5) hazmat team members to any hazmat call, this sum of Nine Hundred Forty Five Dollars (\$945.00) shall be forfeited, and for the first hour of the call, County shall pay Fire Department only the hourly amounts for the responding firefighters and/or hazmat team members as set forth below, as well as mileage at the approved federal rate.
- B. In the event Fire Department remains at the scene of a fire for more than one (1) hour, in addition to the Nine Hundred Forty Five Dollars (\$945.00) mentioned above, County shall pay for each firefighter remaining on scene, the sum of:
 - i. Sixteen Dollars (\$16.00) per hour for each firefighter with a current "Engine Boss" certification
 - ii. Fourteen Dollars and Fifty Cents (\$14.50) per hour for each firefighter on a wildland fire with a current "Squad Boss" certification
 - iii. Fourteen Dollars and Fifty Cents (\$14.50) per hour for each firefighter on a structure fire with a current "Firefighter 2" certification

- iv. Fourteen Dollars (\$14.00) per hour for each firefighter on a wildland fire with a current "Wildland Certification Red Card"
- v. Fourteen Dollars (\$14.00) per hour for each firefighter on a structure fire with a current "Firefighter 1 Structure Certification Card"
- vi. Nine Dollars (\$9.00) per hour for each firefighter who is not certified

And County shall pay for all Fire Department firefighting equipment remaining on scene, the sum of:

- i. One Hundred Thirty Six Dollars (\$136.00) per hour for each Fire Department pumper truck
 - ii. Fifty Four Dollars and Twenty One Cents (\$54.21) per hour for each Fire Department brush truck
 - iii. Forty Dollars and Eighty Four Cents (\$40.84) per hour for each Fire Department type 3 water tender
 - iv. Sixty Five Dollars (\$65.00) per hour for each Fire Department type 2 water tender
 - v. Seventy Six Dollars (\$76.00) per hour for each Fire Department type 1 water tender
- C. In the event a non firefighting vehicle owned by Fire Department is used by Fire Department to transport personnel to the scene, County shall pay Fire Department the standard mileage rate as established by the federal government.
- D. In the event Fire Department remains at the scene of a hazmat incident for more than one (1) hour, in addition to the Nine Hundred Forty Five Dollars

(\$945.00) mentioned above, County shall pay for each Fire Department hazmat team member remaining on scene the sum of:

- i. Fourteen Dollars (\$14.00) per hour for each team member
- ii. In the event any team member is required to suit up in a Class A or Class B Hazmat Response Suit, Sixty Dollars (\$60.00) per hour for each team member with Tech Level Experience
- iii. In the event any team member is required to suit up in a Class A or Class B Hazmat Response Suit, Thirty Five Dollars (\$35.00) per hour for each team member with Operations Level Experience

County shall pay for all Fire Department hazmat equipment remaining on scene, the sum of:

- i. One Hundred Thirty Six Dollars (\$136.00) per hour (not to exceed a total of Five Hundred Dollars (\$500.00) in total on any one call) for the Fire Department hazmat truck and trailer.
- E. In the event any Fire Department equipment (fire or hazmat) remains at the scene of a call for more than Twenty Four (24) hours, Fire Department may request a reimbursement from County for fuel and/or miscellaneous supplies relating to such equipment.
- F. In the event Fire Department is called out but provides only Minor Services, the sum of Two Hundred Fifty Dollars (\$250.00). "Minor Services" are defined as false alarms, fire alarms with no incipient fires, smoke scares, Power pole or line down calls, carbon monoxide alarms and similar responses which do not involve actual fire fighting or hazmat services.

G. The fire department agrees they will not bill for services to citizens in the contracted area directly, except for Ambulance Transport as allowed by Utah State Emergency Medical Rules and Codes

3. Time for Payment of Individual Fire Response Fees. Fire Department shall submit to County an itemized claim for fees due for individual fire response fees within thirty (30) days of Fire Department's response or Fire Department's noting insurance numbers on any structure, vehicle, or any other insured items. County shall then remit payment to Fire Department within ninety (90) days.
4. All calls fire and EMS, in the contracted area must be entered in their entirety in the County Records Management System (RMS) within 48 hours of the call, the County will provide log-ins for three members of the department, this will allow us to gather information to be used for statistical data for future planning and grants. The department can also use this RMS for their City calls if they choose.
5. Guaranteed "On Call" Payment to Fire Department. In exchange for Fire Department's willingness to enter into this Agreement and to be prepared to respond with firefighting services, County shall pay Fire Department a minimum of Two Thousand Dollars (\$2,000.00) each calendar year for the services provided under this Agreement. Accordingly, at the end of each calendar year, in the event Fire Department has not earned at least Two Thousand Dollars (\$2,000.00) under the provisions of this Agreement, County shall pay Fire Department the difference between the amount earned by Fire Department and Two Thousand Dollars (\$2,000.00).
6. Damages to Fire Department's Equipment. In the event any of Fire Department's equipment is damaged beyond the expected wear and tear associated with such equipment's use as a result of Fire Department providing fire fighting and/or hazmat services pursuant to this

Agreement, County shall pay and be responsible for such damages, as determined by at least three (3) reasonable repair estimates, unless such damages are caused by the gross negligent, intentional and/or criminal conduct of Fire Department or its agents.

7. County Equipment Provided to Fire Department. In consideration of this Agreement, Fire Department's willingness to house and utilize County equipment on behalf of County, County's desire to have equipment strategically placed throughout the county to decrease response times, and other good and valuable consideration, County shall provide brush fire trucks and other equipment (hereinafter "County Equipment") to Fire Department. County and Fire Department do understand, acknowledge and agree that County Equipment is provided to Fire Department for the primary purpose of allowing County to have such equipment strategically placed at various locations around the County and to assist Fire Department in providing services to the County pursuant to the terms of this Agreement. The primary purpose *is not* to provide equipment to be utilized by Fire Department in any manner Fire Department sees appropriate. Accordingly, County Equipment shall be provided to Fire Department under the following terms and conditions:

- A. Equipment to be Provided by County. County shall, at its sole discretion, make available to Fire Department County Equipment for use by Fire Department. Possession of such County Equipment will be delivered by County to Fire Department to be housed at various Fire Department locations, but ownership of such County Equipment shall remain with the County.
- B. Housing and Protection of County Equipment by Fire Department. Fire Department shall house, store and protect any County Equipment made available to Fire Department by County in a reasonable manner which is acceptable to County.

- C. Use of County Equipment by Fire Department. Fire Department shall use County Equipment in responding to fires outside the boundaries of the Fire Department in accordance with the terms of this Agreement. Fire Department may use County Equipment in responding to other fires within the boundaries of the Fire Department only after Fire Department equipment has responded and Fire Department has reasonably determined that Fire Department equipment is in need of assistance from County Equipment. In no event shall County Equipment be utilized by Fire Department to respond to fires outside the boundaries of Fire Department on behalf of any agency other than the County, without the prior consent of County. County Equipment shall not be used in any manner which is outside the scope of the purpose for which the Fire Department was organized. Fire Department's County Equipment shall only be used and operated by qualified employees of Fire Department who are 18 years of age or older and possess a valid driver's license, who have been accepted by County as "volunteers" pursuant to County policy and who have been authorized by County to operate County Equipment.
- D. Maintenance of County Equipment by County. All County Equipment shall be maintained, serviced and repaired by County in accordance with the "Fleet Management" policy of County. Accordingly, Fire Department shall promptly notify the Box Elder County Fleet Manager whenever any County Equipment is in need of maintenance, service or repair, and County shall arrange and be responsible for such maintenance, service or repair. In the event Fire Department fails to notify the Box Elder County Fleet Manager of any needed maintenance, service or repair, Fire Department shall be solely responsible for any and all resulting damages to County

Equipment. Any repairs done without prior authorization will be the responsibility of the fire department requesting the repairs

- E. An inventory will be maintained in the County RMS for all county vehicles and an inventory completed monthly , departments and can also utilize the RMS for city owned vehicles if they choose.
 - F. Rotation and Replacement of County Equipment. County shall, at its sole discretion, rotate and replace County Equipment in possession of Fire Department. Such rotation and replacement shall be in a fair and equitable manner among all of those entities, including Fire Department, which have entered into firefighting service agreements with County.
8. Term of Agreement. The term of this Agreement shall be from January 1, 2015 through December 31, 2018.
 9. Fire Department to Obtain and Maintain Liability Insurance. Fire Department shall obtain and, at all times during the term of this Agreement, maintain appropriate and acceptable liability insurance of the type and in the amounts which are consistent with fire protection service industry standards.
 10. Fire Department to Obtain and Maintain Worker's Compensation Insurance. Fire Department shall obtain and, at all times during the term of this Agreement, maintain, Worker's Compensation insurance to provide coverage to any and all Fire Department employees who provide services under this Agreement. Fire Department shall provide County with a certificate evidencing the existence of such coverage each year during the term of this Agreement.
 11. Fire Department Employees to be Authorized Volunteers of County. This Agreement is entered into between County and Fire Department and shall in no way create any relationship

of employer-employee between County and any employee of Fire Department. Accordingly, any Fire Department employee providing services under the terms of this Agreement shall be an authorized volunteer of County pursuant to County procedures. Therefore, before providing any services under the terms of this Agreement, Fire Department shall require any such employee to apply to County to be a County volunteer, and upon approval by County, execute a volunteer agreement with County. Fire Department shall regularly provide County with a current list of all such employees and verification that such employees have been approved and authorized as volunteers of County, possess a valid driver's license and are qualified to perform services under the terms of this Agreement.

12. Privately Owned Vehicles and Equipment. No privately owned vehicles or equipment, not formally employed by Fire Department, shall be covered by this Agreement.
13. Fire Department's Provision of Fire Protection Services to Other Entities. Fire Department shall have the right to provide firefighting services to other entities, and to make appropriate arrangements for such services and fees.
14. Indemnification and Hold Harmless. County shall indemnify and hold Fire Department harmless of and from any and all liability arising out of any negligent act or negligent failure to act, or other negligent activity of Fire Department in its provision of firefighting services under this Agreement.
15. Renewal and Termination of Agreement. This Agreement shall automatically renew for additional one () year terms, upon the same terms and conditions, unless either County or Fire Department shall provide written notice to the other on or before July 1st of each year of its intent to not renew the Agreement and/or to not renew the Agreement unless certain changes are made to the terms and provisions of the Agreement. This Agreement can be

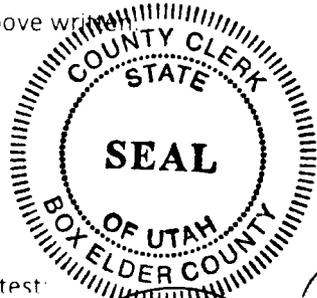
terminated by either County or Fire Department, without cause and for any reason, upon thirty (30) days notice.

16. Interlocal Agreement Terms. In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the parties agree as follows:

- A. This Agreement shall be authorized by resolution of the legislative bodies of each Party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act; and
- B. 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 Section 11-13-202.5 of the Interlocal Cooperation Act; and
- C. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act; and
- D. Except as otherwise specifically provided for herein, each Party shall be responsible for its own costs of any action initiated pursuant to this Agreement, and for any financing of such costs; and
- E. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Board of County Commissioners of County and the body with direct control and supervision over Fire Department. No real or personal property shall be acquired jointly by the parties as a result of this Agreement, unless specifically agreed to in writing. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party; and

F. As provided in Section 11-13-219 of the Interlocal Cooperation Act, the Parties agree that a notice of this Agreement shall be published in the Box Elder News Journal, which is hereby designated by Parties as the official newspaper for all publications made under the Interlocal Cooperation Act. Any person in interest may contest the legality of this Agreement for 30 days after the publication of the notice of this Agreement. After the 30 days have passed, no one may contest the legality of the Agreement or any action performed or instrument issued under the authority of this Agreement for any cause whatsoever.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.



BOX ELDER COUNTY
By: [Signature]
Chair, Board of County Commissioners

Attest:
By: [Signature] Date July 1, 2015
Marla Young, County Clerk

Reviewed as to Proper Form and Compliance with Applicable Law, by the Box Elder County Attorney:

By: [Signature] Date 7/6/15
Stephen R. Hadfield, County Attorney

FIRE DEPARTMENT

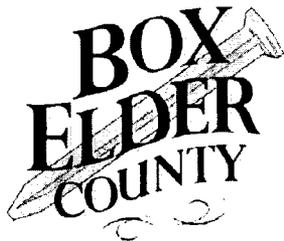
By: [Signature]
Mayor [Signature]

Attest:

By: [Signature] Date 6-22-15
City/Recorder

Reviewed as to Proper Form and Compliance with Applicable Law, by the
Attorney for the Fire Department:

By: _____ Date _____
Attorney for Fire Department



COMMISSION OFFICE

Jeff Hadfield • Stan Summers • Jeff Scott
County Commissioners

COUNTY OFFICIALS
Stan Summers, COMMISSIONER
Jeff Scott, COMMISSIONER
Jeff Hadfield, COMMISSIONER
Rodney D. Bennett, ASSESSOR
Stephen R. Hadfield, ATTORNEY
Tom Kotter, AUDITOR
Marla R. Young, CLERK
Kevin R. Christensen, JUSTICE COURT JUDGE
Chad Montgomery, RECORDER
Kevin Potter, SHERIFF
Shaun Thornley, TREASURER

June 26, 2015

VIA U.S. MAIL POSTAGE PREPAID

Director (210)

Attn: Protest Coordinator

P.O. Box 71383

Washington, D.C. 20024-1383

VIA OVERNIGHT DELIVERY

Director (210)

Attn: Protest Coordinator

20 M Street SE, Room 2134LM

Washington, D.C. 20003

VIA E-MAIL

protest@blm.gov

*Re: Protest of the Utah Greater Sage-Grouse Proposed Land Use Plan
Amendment and Final Environmental Impact Statement
(LUPA/FEIS)*

Dear National BLM National Director Neil Kornze, c/o the Protest Coordinator:

Box Elder County, Utah ("the County") respectfully files the following protest to the above-referenced LUPA/FEIS.

The County's interest in this matter arises from the fact that greater sage-grouse habitat exists on public lands within the County, and management of those public lands will change under the LUPA/FEIS in a way that significantly impacts public lands stakeholders who live, work, use and enjoy public lands in the County.

The issues being protested are:

1. The LUPA/FEIS adopted an alternative that is inconsistent with the State of Utah's *Conservation Plan for Greater Sage-Grouse in Utah* ("Utah Plan" of "Utah GRSG Plan"). The LUPA/FEIS therefore violates the consistency mandate of FLPMA Section 202(c)(9). A detailed listing of those inconsistencies were laid out in the comments by Utah Association of Counties dated January 29, 2014, submitted on behalf of all counties as comment on the UGRSG Draft LUPA/EIS, but these were virtually all ignored by BLM/USFS. The word "caprice" aptly describes BLM/USFS blithely ignoring of Utah's effort to understand and manage the GRSG. Consider Utah Division of Wildlife Resources ("UDWR") experience:

- Over 40 years counting males on leks
- Improvement of over 380,000 acres of habitat since 2006 through the Watershed Restoration Initiative program.
- Partnerships with private land owners and the use of NRCS programs to restore and protect habitat.
- Controlling predators.
- Conducting over 45 sage grouse research projects since 2000.
- Local working groups working to identify threats to sage-grouse and implement conservation actions to mitigate species risks.

2. Utah BLM arbitrarily and capriciously adopted and used for Alternatives A-D, so-called Greater Sage-Grouse ("GRSG") habitat maps showing habitat in certain areas where in fact no GRSG exist. Thus for those areas BLM arbitrarily and capriciously identified them as GRSG habitat.

3. Utah BLM arbitrarily and capriciously rejected GRSG maps tendered to Utah BLM by Utah Division of Wildlife Resources (UDWR) in or about September, 2012, the Utah BLM claiming that those UDWR maps were not submitted timely. That is not true; Utah BLM used the UDWR maps in time to develop Alternative E. The LUPA/FEIS gives no explanation why the UDWR maps were used for Alternative E but not the other alternatives. Thus the excuse of "lateness" for purposes of Alternatives A-D is arbitrary and capricious at best,

and more accurately just plain incorrect. Especially when one considers that the Utah Plan protects 97.1% of the GRSG population in Utah and Utah has only 5% of the birds throughout their Western range. There is no reason why BLM shouldn't be mandated to honor the FLPMA 202(c)(9) and give the State's Plan a reasonable opportunity to be implemented. All references herein to the LUPA/FEIS being arbitrary and capricious are intended by this reference to implicate the Federal Administrative Procedures Act, Sections 701-706, which prohibit federal agency actions that are arbitrary and capricious or contrary to law.

4. BLM and USFS have failed to meaningfully coordinate with the County in developing the LUPA/FEIS, in violation at one time or another, or multiple times, of the following statutory and Council on Environmental Quality ("CEQ") regulatory requirements:

a. The coordination and consistency requirements of FLPMA 202(c)(9), and the requirement of NFMA 16 U.S.C. 1604 that USFS land use resource management plan revisions be coordinated with the land and resource management planning processes of State and local governments including counties.

b. Heed the action-forcing provisions of NEPA section 102(2) and its implementing regulations to make sure BLM/USFS act according to the letter and spirit of NEPA. 40 CFR 1500.1(a).

c. Integrate NEPA with other planning and environmental review procedures required by law or by agency practice so that all such procedures run concurrently rather than consecutively. 40 CFR 1500.2(c) and 1500.5(g).

d. Integrate the NEPA process into early planning, 40 CFR 1500.5(a) and 1501.1(a), and use the public scoping process for an early identification of what are and what are not the real issues. 40 CFR 1500.5(d).

- e. Make environmental information available to county officials and their constituents before decisions are made and before actions are taken. 40 CFR 1500.1(b).

- f. Integrate the NEPA process with other planning at the earliest possible time and to consult cooperatively with counties before the environmental impact statement is prepared. 40 CFR 1501.1(a), (b), 1501.2(d)(3).

- g. Commence preparation of an environmental impact statement as close as possible to the time the agency is developing or is presented with a proposal so that preparation can be completed in time for the final statement to be included in any recommendation or report on the proposal. 40 CFR 1502.5.

- h. Prepare the environmental impact statement early enough so that it can serve practically as an important contribution to the decision making process and will not be used to rationalize or justify decisions already made 40 CFR 1502.5.

- i. Request the participation of each county as a cooperating agency in the NEPA process at the earliest possible time. 40 CFR 1501.6(a)(1)

- j. Use the environmental analysis and proposals of each county as a cooperating agency, to the maximum extent possible consistent with the Forest Service's responsibility as lead agency. 40 CFR 1501.6(a)(2).

- k. Meet with each county as a cooperating agency at the latter's request. 40 CFR 1501.6(a)(3).

- l. Permit each county as a cooperating agency to participate in the NEPA process at the earliest possible time. 40 CFR 1501.6(b)(1).

- m. First inquire of a county cooperating agency whether there are any potential conflicts between the proposed action and the state and local laws and plans, or if conflicts could arise in the future. CEQ Answers to 40 Most Asked Questions, No. 23a.

- n. Participate with each county as a cooperating agency in the scoping process. 40 CFR 1501.6(b)(2), holding an early scoping meeting or meetings to be integrated with any other early planning meeting the agency has. 40 CFR 1501.7(b)(4), and to the extent possible assign responsibilities and allocate assignments to the county as a cooperating agency for preparation of the environmental impact statement among the lead and cooperating agencies, with the Forest Service retaining responsibility for the statement. 40 CFR 1501.7(a)(4).

- o. Upon BLM or USFS request, allow each county to assume responsibility for developing information and preparing environmental analyses including portions of the environmental impact statement concerning which the county has special expertise. 40 CFR 1501.6(b)(3).

- p. Upon BLM or USFS request, allow each county as a cooperating agency to make available staff support at the Forest Service's request to enhance the latter's interdisciplinary capability. 40 CFR 1501.6(b)(4).

- q. Cooperate with counties to the fullest extent possible to reduce duplication between NEPA and State and local requirements, unless the agencies are specifically barred from doing so by some other law. Except for cases covered by paragraph (a) of this section, such cooperation shall to the fullest extent possible include: (1) Joint planning processes; (2) Joint environmental research and studies; (3) Joint public hearings (except where

otherwise provided by statute); (4) Joint environmental assessments; and (5) Joint environmental impact statements where applicable. 40 CFR 1506.2(b), (c).

r. Though it retains ultimate responsibility for the content of the NEPA statement, use the environmental analysis and recommendations of a county cooperating agency to the maximum extent possible, consistent with the lead agency's responsibility, and recognize that if it leaves out a significant issue or ignores the advice and expertise of a county cooperating agency, the NEPA statement may be found later to be inadequate. CEA Answers to 40 Most Asked Questions, No. 14b.

s. Discuss in the EIS and FEIS any inconsistency of a proposed action with any approved State or local plan and laws, and describe in its statement the extent to which the agency would reconcile its proposed action with the State or local plan or law. 40 CFR 1506.2(d).

5. Utah BLM's failure to use the September, 2012 UDWR tendered maps for Alternative A, the no-action alternative, is arbitrary and capricious for the additional reason that the UDWR GRSG maps, and only the UDWR GRSG maps, correctly describe the management situation under the no-action scenario. Why? Because if no action is taken to undergo a LUPA, then the default fallback position is that GRSG goes on being managed by UDWR ACCORDING TO THE SEPTEMBER 2012 TENDERED GRSG MAPS. In other words, the no action alternative can be accurately understood only BY RESORT TO THE UDWR TENDERED MAPS. Utah BLM's obtuse insistence on using its own GRSG maps to the rejection of the UDWR tendered maps, *for purposes of analyzing the no-action alternative*, arbitrarily, capriciously and nonsensically paints an incorrect picture of the no-action alternative. It's a fundamental self-distortion of the no-action alternative. If there is truly no action, then UDWR's management regime remains intact, WHICH AGAIN CAN ONLY BE UNDERSTOOD ACCORDING TO UDWR'S OWN MAPS. This is axiomatic. Utah BLM has

committed a fundamental flaw here, which throws off the NEPA legitimacy of the entire LUPA/FEIS.

6. The entire FIES is fundamentally flawed now as a NEPA document. Why? Because NEPA regulations demand a rigorous comparative impacts analysis between the various proposed alternatives and the no-action alternative. Because the no-action alternative was arbitrarily and capriciously distorted due to BLM's refusal to utilize UDWR's September 2012 tendered maps, per point 4 above, IT FOLLOWS THAT THE COMPARATIVE ANALYSIS BETWEEN EACH OF THE OTHER PROPOSED ALTERNATIVES AGAINST THE FLAWED AND DISTORTED NO-ACTION ALTERNATIVE ARE ALSO FUNDAMENTALLY FLAWED. In other words the no-action alternative flaw metastasizes clear through the NEPA document across all compared alternatives, unless one were to imagine a fairy tale no-action scenario complete with flying unicorns and UDWR's blithely managing the GRSG according to anything other than UDWR'S OWN GRSG MAPS. But that is not reality. Barring the LUPA/FEIS ever taking effect (which is code for the no-action alternative), GRSG habitat management in Utah would just continue on an undisturbed path ACCORDING TO UDWR'S OWN GRSG MAPS, i.e. the maps UDWR tendered to the BLM September, 2012. Failure to use those maps in Alternative A makes the entire LUPA/FIES a legally failed NEPA document.

7. The LUPA/FEIS adopted alternative is unlawful for the additional reason that it invades UDWR's current primacy of jurisdiction over management of the GRSG. Unless and until the GRSG ever gets to a T & E listing, UDWR has sole and exclusive responsibility for managing that species. Yet the LUPA/FEIS and its adopted alternative ignore this and proceed on the notion the bird will one day be listed. No ESA listing is imminent. Congress has deferred the listing until at least until September 30, 2015, and every indication exists that both houses of Congress will agree on must-pass legislation that will extend the deferral of listing even further. Moreover, BLM violates FLPMA's section

202(c)(9) consistency requirement by giving the State Sage Grouse Recovery Plan short shrift.

8. Here is an example of the inconsistency between the LUPA/FEIS and the Utah GRSG Plan, in violation of the FLPMA consistency requirement: The Utah Plan clearly identifies Sage-grouse Management Areas (SGMA) which encompass the important seasonal ranges for sage-grouse populations that inhabit Utah, as indicated by UDWR maps. But the LUPA/FEIS provides for all UDWR mapped habitat plus significantly additional areas remote to leks to supposedly provide for connectivity to facilitate movement between GRSG habitats. This is a fundamental inconsistency. The Utah Plan SGMA approach focuses on GRSG seasonal habitats in Utah with the highest conservation priority. The SGMA encompass leks, but are not lek-centric. As such they constitute the GRSG priority habitat. The additional layering of significantly more real estate on top of this, done under the LUPA/FEIS is at fundamental odds with the State GRSG Plan's approach, and thus undercuts the State's and counties' right to consistency under FLPMA.

9. Here is another example of a fundamental difference between the LUPA/FEIS and the State GRSG Plan: The goals and objectives of the LUPA/FEIS are amorphous and not capable of objective measures for success. The Utah plan, on the other hand, provides specific population, habitat and conservation protection goals, all objectively and demonstrably measurable and ascertainable. This is a fundamental inconsistency, which the LUPA/FEIS completely tramples over, all in derogation of the State and counties' consistency rights under FLPMA 202(c)(9).

10. Related to the area of goals and objectives is the concept of triggers and responses to triggers. Here again, the LUPA/FEIS and Utah Plan sharply differ. The LUPA/FEIS spells out rigid, inflexible responses to various triggers. The Utah Plan largely prescribes a fact intensive, facts and circumstances driven consultation when a trigger occurs in order to come up with an adaptive response.

Again, this is a sharp and fundamental inconsistency in approach. BLM/USFS have not respected the Utah Plan's desired adaptive flexible approach. This is yet another illegal violation of BLM's FLPMA 202(c)(9) consistency obligation.

11. Still another example of a sharp inconsistency between the LUPA/FEIS and the Utah Plan, is in the area of lek buffer distances, the most fundamental difference being this: The LUPA/FEIS establishes *a priori* rigidly defined distances, without regard to varying conditions and seasonal differences, often unrealistic and unobtainable in many cases. Whereas, the Utah Plan is more site adaptive and facts and circumstances variable. BLM/USFS has dishonored this fundamental policy approach of the Utah Plan in violation of the State and County's FLPMA 202(c)(9) rights of consistency.

12. Grazing is still another area where the policy differences are sharp and distinct between the LUPA/FEIS and the Utah Plan. The USFWS in its 2010 decision to designate GRSG as a candidate species did not identify livestock grazing as a species threat. In a most arbitrary and unsupported way, the LUPA/FEIS seems to grow out of whole cloth the notion that livestock grazing is a species threat to be given considerable attention. This is in sharp contrast to the Utah Plan (thus violating the State and counties' FLPMA 202(c)(9) consistency rights, and it has arbitrary and capricious fingerprints all over it.

13. The LUPA/FEIS use of sage-grouse focal areas is yet another area where it sharply diverges from the Utah Plan and diverges from the USFWS COT report conservation principles which are supposed to be a stated basis of the LUPA/FEIS. SFAs get away from the idea of protecting the GRSG high density strongholds as per the Utah Plan. Here again another inconsistency in violation of the State and the counties' FLPMA 202(c)(9) rights.

14. The BLM adopted the Wyoming State Greater Sage-Grouse Plan (with maps) but not Utah's plan, even though both were developed by the

respective wildlife agencies with equal expertise and jurisdiction. This is arbitrary and capricious pick-and-choose agency action on full display.

15. The LUPA/FEIS arbitrarily spreads management prescriptions uniformly across all acres of identified habitat. This ignores the scientifically documented reality that GRSG population distributions are skewed, i.e., concentrated in limited areas of dense development. The LUPA/FEIS arbitrarily fails to focus on such areas in a way that would bring most lift to the species population, and instead spreads restriction and negative economic impact uniformly across the alleged habitat areas; needlessly wide swaths of economic harm when the birds would be better off were restrictions concentrated where the birds are. This is arbitrary and capricious.

16. West wide, the several BLM LUPAs/FEISs are arbitrarily and capriciously rigid and non-adaptive, because they mechanically force one-size-fits-all habitat management schemes and restrictions that ignore the significant sub-regional habit differences across the West. Utah's landscape is dominated by islands of habitat widely separated by canyons and mountains; whereas Wyoming's landscape is dominated by wide expansive areas of contiguous sage grouse habitat. The various LUPAs/FEISs fail to account for and adapt to these important sub-regional differences across the West. Many of the restrictions in the Utah BLM LUPA/FEIS were obviously just imported from other sub-regions with no thought of how they logically relate to Utah's dominant landscape. This flaw is amplified by the COT report, which specifically stated there is a need to use local range and landscape science to dictate local management of habitat and species.

17. The LUPA/FEIS is based on incorrect science and faulty data, all in violation of the Federal Data Quality Act:

- a. The scientists were more like advocates in a tightly insular group, advancing policies they personally supported rather than objectively drew upon from the body of accepted scientific literature.
- b. The reports on which the LUPA/FEIS rests have many substantial technical errors and they fail to recognize many prominent studies in Utah by Utah State University and Brigham Young University that do not fit a one-size fits all narrative.
- c. Those reports break from scientific protocols by assuming, incorrectly, that a temporary decrease in lek counts means a population decline.
- d. Those reports ignore species population data that refute the idea of a population decline in the West.
- e. Those reports ignore the over 560,000 acres of habitat improvements undertaken in Utah, recently documented by the Western Governors' Association publication *Sage Grouse Inventory, 2014 Conservation Initiatives*.
- f. Those reports ignore natural population fluctuation data.
- g. Those reports inexplicably ignore the single greatest threat to GRSG in the West: predation. The LUPA/FEIS has no respect from local governments for failing to adequately address predation, and it is in sharp conflict with the State Plan which does try to address predation, thus violating the State and county's FLPMA 202(c)(9) consistency rights.
- h. Those reports also ignore the documented positive impacts of agriculture and grazing as well as the benefits of mitigation and reclamation efforts in connection with energy development.

- i. The LUPA/FEIS fails to reflect current up-to-date socio economic data pertaining to the County.
- j. As mentioned above, the LUPA/FEIS is a glaring product of BLM/USFS stupefying refusal to use the most recent GRSG mapping data submitted to them by UDWR in September 2012, but instead irrationally bear down on the NTT and COT reports which are widely discredited as political agenda-driven works, short on scientific quality.
- k. The LUPA/FEIS pegs its planning criteria in part to the objectives and measures included in the USFWS 2013 final Conservation Objective Team (COT) report. The COT report was issued with no opportunity for public review and comment. It lacks the scientific quality, integrity, objectivity and utility required by the Data Quality Act (DQA). Its description of “science” makes no mention of hypothesis testing or potential falsification, so it runs counter to the DOI Manual on Scientific Integrity as well as the DQA and its Guidelines.
- l. The LUPA/FEIS lacks the scientific quality, integrity, objectivity and utility required by the DQA, the Guidelines and the additional authority. The COT Report’s description of “science” makes no mention of hypothesis testing or potential falsification, so it violates the DOI Manual on Scientific Integrity and the DQA and its Guidelines. The DQA, Section 515 requires Federal agencies to ensure and maximize the quality, objectivity, utility, and integrity of information, including statistical information, disseminated by Federal agencies on or after October 1, 2002. Yet the COT Report acknowledges uncertainty nearly 100 times. It admits a shortage of established research, credible conservation results and a lack of clear patterns with regard to GRSG. Population numbers, habitat, range, threats and viability are all acknowledged uncertainties. The COT report ignores studies that do not support its theses and jumps to scientifically unsupported conclusions. The COT report is not transparent, because it does not disclose

data and methods of analysis. The COT report was guided by a relative handful of scientists with pre-established relationships with advocacy groups with single viewpoints, and failed to undergo adequate peer review. Moreover peer review was not transparent and did not undergo public comment.

m. The COT report was not based on best available science; it had no original data or quantitative analyses. It omits many scientific papers and reports on other mitigation measures, raven predation, and how GRSG frequent roads, agricultural areas and oil and gas development. The COT Report fails to acknowledge the significant effort of the State of Utah to conserve GRSG. The COT Report unfairly conflicts with the BLM and Forest Service multiple-use mandate, by calling for GSRG centric management in derogation of all other uses and values.

n. The LUPA/FEIS misleadingly omits reference to the National Technical Team Report (2011) (NTT Report) in the list of planning criteria. This is misleading, because the National GRSG strategy and accompanying BLM Instruction Memorandum (IM) 2012-044, by its very terms, relies on and follows the NTT Report. So to not candidly reference the NTT Report as part of the list of criteria under Section 1.7.1, arbitrarily cloaks the widely panned NTT Report, as it is part and parcel of the National GRSG Conservation Strategy.

o. As for the NTT report itself, it is joined at the hip with BLM IM 2012-044, an agenda-driven administrative creation of so-called "conservation" policy that runs counter to the multiple-use mandate of FLPMA statute and regulations. From this a self-styled "Technical Team" issues a report that further arrogates entrenchment of an anti-multiple-use ethic in contravention of the FLPMA statutory multiple-use mandate. Conclusion: Both the NTT and the faulty IM on which it rests both violate the FLPMA multiple-use

mandate. The IM, moreover autocratically decrees fidelity to the NTT despite other available and superior GRSG science.

p. Contrary to LUPA/FEIS claims, the NTT Report does not provide the latest and best science and biological judgment for GRSG decision-making. The NTT Report is fraught with Data Quality Act (DQA) deficiencies and violations, and the BLM has failed to properly reconcile the NTT Report and its flaws with other credible science.

q. The NTT Report is inaccurate, unreliable, biased in violation of the DQA, highly partial in presenting scientific information, and overly restrictive in the range of possible conservation measures. The NTT Report ignores basic tools already at BLM's disposal, like BLM Manual 6840, project-specific wildlife protection and habitat enhancement measures, and private conservation activities. The NTT Report is anything but best available science; it is transparently a tool to support a pre-determined outcome. It fails the basic hallmarks of utility, integrity and objectivity required under OMB guidelines imposed on land management agencies.

r. The NTT Report fails to recognize state and local ongoing conservation efforts that are more accurate, adaptive and effective than the one-size-fits all approach taken in the NTT Report. Best science supports a far more flexible and adaptive approach than the NTT Report's monolithic approach.

s. The NTT Report is not transparent; it is the result of many closed-door sessions and private correspondence. Peer review was not out in the open but behind closed doors. The specific data used, assumptions applied, analytic methods used and statistical procedures used in the NTT Report area unknown, to where the Report is not capable of being substantially reproduced subject to an acceptable degree of imprecision. The NTT Report

fails the substantially reproducibility standard so basic to DQA standards of quality.

t. The original and supporting data on which the NTT Report relies do not meet basic thresholds of confirmation. It fails robustness checks, which should be rigorous to meet DQA standards. The NTT report went through no rigorous nor robust checks.

u. The NTT Report is plagued by conflicts of interest. Peer reviewers were contributors to work product leading to the listing of a species. Peer reviewers were influenced by funding considerations.

v. A relative handful of GRSG advocates had disproportionate influence in preparation of the NTT and COT Reports. These two documents plus the influential USGS GRSG monograph had authors and peer reviewers that overlapped with authors of the few other studies on which these reports relied. Practically everybody involved in these three reports cross-insulated each other. This is a clear violation of the DQA and its guidelines. Dr. Jack Connelly was both a COT member and co-editor of the USGS monograph. Dr. Steven Knick was an NTT author and another co-editor of the Monograph. Shawn Espinosa helped prepare both the NTT and COT. Dr. David Naugle was both an NTT member and source of support for the FWS listing document. Naugle, an NTT member, cited his own work. Knick cited his own work repeatedly in the NTT report.

w. The NTT report relies on the same limited set of studies, showing a lack of diversity of viewpoints. Contributing authors reviewed and edited their own work.

x. The NTT report is the work of a handful of scientists with long relationships and singular viewpoints, who disproportionately influenced the NTT Report. This violates the spirit and letter of the DQA. Policies and

regulations requiring independence and conflict of interest avoidance were set aside.

y. What little peer review was done on the NTT Report, was done not by independent anonymous parties, but was done by folks selected from the authors' close colleagues, students and friends. What little peer review was done did not take a rigorous and robust look at clarity of hypotheses, validity of research design, quality of data collection procedures, methods for testing hypotheses, extent to which conclusions follow the analyses, and strengths and limits of overall product. There was no balance of diversity to represent different perspectives. All of this fell short of the DQA requirements.

z. Nor was any peer review done in connection with the NTT report subject to public comments.

aa. The NTT Report suffers from poor quality. It forces a 1-size-fits-all approach that lacks context. Seasonal habitats are either priority or general, which is too simplistic. Definition of priority and general habitat is lacking. No realistic adaptive management, and no flexibility regarding no surface occupancy (NSO) buffer requirements are applied in the NTT report. Just fundamentally poor science in that regard.

bb. Better science was available, but the NTT Report failed to use it. Methodology was flawed, modeling and assumptions were erroneous, and interpretation of results was biased. Significant uncertainties were ignored. And conjecture and opinion were presented as facts.

cc. The NTT report strayed from science in favor of imposing policy measures designed to impose a huge burden on stakeholders with no scientific justification. Hardly the work of a scientific report.

dd. Many DOI employees are on record in internal emails and the like recognizing the many scientific flaws of the NTT Report, and questioning the legality of conservation measures dogmatically recommended in the NTT Report.

ee. BLM has failed to disclose all the sources of the NTT report and the supporting data and models for the public to assess the report's objectivity. Independent peer review and regulation are therefore impossible. Data gathering has varied from state to state, with standards changing over time. No central repository properly curates and maintains the data. Metadata are missing to document how the core data were collected, recorded and summarized. For example, GRSG lek count information comes from across several states, and no controls exist on the uniform means for counting such populations to predict potential trends and migration. DOI biologists have cherry picked lek count data from the several states to form the basis of reports used by the BLM.

ff. NTT members wrote to other NTT members internal emails to churn up and support scientific conclusions deemed to be weak.

gg. The NTT report contains selective citations.

hh. Worst of all, the NTT report goes beyond the job of providing science to imposing harsh restrictions. This is contrary to the DQA. The disturbance caps in the NTT report are unsupported. Same with the buffer zone around the lek. This is just policy dogma, usurping the role of policy makers.

ii. On the one hand, the NTT Report is fraught with sagebrush canopy threshold discrepancies to the point of being embarrassing. On the other hand, the NTT Report demands one-size-fits all recommendations regarding habitat that will only lead to contrary results across the diverse range.

Somehow the National Technical Team did not get the memo: that sagebrush cover requirements vary between seasons and across populations.

jj. Noise restrictions in the NTT Report are not supported and are unreasonable.

kk. The NTT Report is full of misrepresentations regarding: population trends and persistence, natural GRSG population fluctuations, mortality due to predation and predator control, effects of hunting, effects of oil and gas operations, livestock grazing.

ll. The NTT Report fails to recognize the multi-million dollar efforts undertaken by Utah to conserve GRSG.

18. The LUPA/FEIS professes participation and coordination with cooperating agencies. This is belied by the fact that only about two weeks were given the State of Utah and the Counties to review and comment on the Greater Sage Grouse Preliminary Proposed LUPA ("PPLUPA"). The County should have been given 60-90 days as cooperating agencies to review and comment. This is not reasonable and meaningful participation and coordination with cooperating agencies under any stretch. The County has not had any meaningful opportunity to review and comment on the PPLUPA, and that equates to little or no cooperating agency opportunity for participation and coordination. The Department should start over and give 60-90 days to the cooperating agencies to review and comment on the PPLUPA, unless BLM/USFS will swear an affidavit that their officials only took two weeks to prepare and issue that document.

19. The BLM/USFS made no effort to discuss with the county any inconsistencies between the LUPA/FEIS favored action and the State Plan which the county helped develop, much less the LUPA/FEIS failed to describe the extent to which BLM/USFS would reconcile its proposed action with the State Plan. There was no effort of which the County is aware, by the BLM/USFS to engage

the County, as obligated by Council on Environmental Quality's Answers to the 40 Most Asked Questions, Number 14(b), to see if there are any county environmental analyses and recommendations to be consulted.

20. As for the obligation of BLM/USFS Council on Environmental Quality's Answers to the 40 Most Asked Questions, Number 23(a) (The lead agency must inquire of a county cooperating agency whether there are any potential conflicts between the proposed action and the state and local laws and plans, or if conflicts could arise in the future; and the lead agency must; ensure that the NEPA document will acknowledge, describe and explain the extent of those conflicts; ensure that the NEPA document will evaluate the seriousness of the impact of the proposed action on the state and local land use plans and policies, and whether, or how much, the proposal will impair the effectiveness of land use control mechanisms for the area), it was admittedly impossible for BLM/USFS to have done all this in the short two-week time frame given between issuance of the PPLUPA and the county's deadline to comment upon it. But that is the point. The two-week time frame was ridiculously too short for there to be any meaningful coordination roles between BLM/USFS and the county, like the CEQ regulations require. The point is the BLM/USFS eviscerated the county's coordination and cooperation rights guaranteed by these CEQ regulations, all in their extreme effort to rush this process through.

21. The many rigid inflexible provisions of the LUPA/FEIS referenced above all contribute to a violation of the Regulatory Flexibility Act of 1980. The LUPA/FEIS gives no thought to achieving "statutory goals as effectively and efficiently as possible without imposing unnecessary burdens on the public." Also the LUPA/FEIS is extremely short on soliciting "the ideas and comments of small businesses, small organizations, and small governmental jurisdictions to examine the impact" of the LUPA/FEIS.

22. The travel restrictions imposed by the LUPA/GRSG unreasonably interfere with the county's rights in the public's use of county B and D roads vested under R.S. 2477.

23. The LUPA/FEIS at Chapter 1 arbitrarily and capriciously presumes that USFWS effectively "found" and "determined" a significant enough threat to the GRSG exists to materially amend the LUPAs, even though the USFWS found a threat for only two of five of the Section 4(a)(1) listing factors and thus issued a "precluded" conclusion.

24. Alternatively, if we indulge the BLM/USFS's false notion that the USFWS determination is the substantial equivalent of an ESA Sec. 4 listing for purposes justifying the PPLUPA, it would appear the resulting LUPA/FEIS contradicts the Congressional GRSG spending moratorium currently in place. BLM/USFS cannot have it both ways. Treating the LUPA/FEIS as a response to an imagined ESA Sec. 4 finding makes the LUPA/FEIS out to be a glaring violation of the Congressional spending moratorium Sec. 122 of Title I, Division F, 2015 spending law, PUBLIC LAW 113-235—DEC. 16, 2014 128 STAT. 2131, prohibiting the Department's use of Congressional funds to write or issue a proposed rule pursuant to section 4 of the ESA for greater sage grouse. The LUPA/FEIS is in every material respect such a proposed set of rules for the GRSG, admittedly done as a result of and to redress the USFWS' ESA Sec. 4 "threatened but precluded" determination, which the Department is currently fictionalizing as an outright "threatened" determination. Fictionalizing has its consequences; here it's the running afoul of the Congressional GRSG spending Moratorium.

25. BLM/USFS maneuvers to get around the precise wording of the Moratorium notwithstanding, either the USFWS determination constitutes an effective Section 4 "threatened" listing, in which case the LUPA/FEIS response clearly violates the letter and spirit of the Congressional moratorium as a set of rules issued in response to the Section 4 determination, or the USFWS finding

does not constitute a Section 4 "threatened" listing, in which case the LUPA/FEIS is an arbitrary, needless effort to accommodate a species that is not in trouble. BLM/USFS need to pick their poison.

26. Certainly LUPA/FEIS subverts the spirit of the Congressional Moratorium, which is, "BLM/USFS stop using our funds to treat and manage this bird as if it were under a Section 4 ESA listing." BLM/USFS are plainly using Congressional funds to treat the GRSG in all material respects like it has a "threatened" listing.

27. A credible argument can be made that the letter of the Congressional Moratorium is violated as well, because the LUPA/FEIS catches BLM/USFS acting as if a Sec. 4 "threatened" listing has occurred, and catches the Department acting like the PPLUPA is designed to respond to and comply with ESA Sec. 4.

28. The LUPA/FEIS if finalized in the context of a "not warranted" decision by USFWS is likely to wreak greater harm to the State and the County than a "warranted" decision that could be legally challenged would. That alone is grounds for legal challenge. Moreover, the LUPA/FEIS is an arbitrary measure in any event given the "not warranted" context with a Congressional moratorium in place against any further USFWS listing decision for the GRSG. There is no purpose or need. Just an arbitrary agenda-driven end run game for who knows what reason.

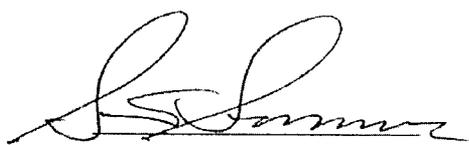
29. The LUPA/FEIS disturbance cap monitoring system is flawed because it fails to reflect actual habitat and scientific data generated in Utah.

30. The BLM/USFS would be better advised to expend its time, money and resources working on NEPA documentation to move toward full acceptance of the State Plan.

31. More to the subject of BLM/USFS duties of coordination with the State and counties. The recent disrespectful denial of very legitimate requests for time to extend the two week deadline to comment on a massive PPLUPA, spoke poorly indeed for BLM/USFS's regard for their coordination responsibilities. The County believes this is driven by an arbitrary and groundless urge to meet a self-imposed deadline for a GRSG listing decision. This is an outrage, because it is in spirit if not letter, an attempt to subvert the Congressional moratorium against a listing. All the time and energy in that regard would be better spent really trying to foster actual GRSG conservation in Utah, and it feeds the impression of many in Utah that ESA driven LUPAs like this, for a species that is "not warranted," on a deadline time track that is self-imposed and arbitrary, is not about species conservation but about putting maximum hurt on the socio-economic interests of residents of this County.

32. The LUPA/FEIS has insufficiently identified and analyzed the socio-economic impacts that will result from the 3.1 mile radius buffer.

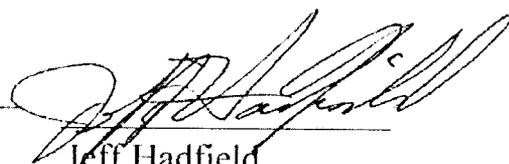
Respectfully submitted.



Stan Summers
Commission Chair



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