

**MINUTES
REDEVELOPMENT AGENCY
JUNE 17, 2015**

The Redevelopment Agency met at the County Courthouse, 01 South Main Street in Brigham City, Utah at **12:35 p.m.** on **June 07, 2015**. The following members were present:

Stan Summers	Member
Jeff Scott	Member
Jeff Hadfield	Member
Marla Young	Clerk

The meeting was called to order by Chairman Summers.

THE MINUTES OF THE REGULAR MEETING OF THE REDEVELOPMENT AGENCY ON MAY 20, 2015 WERE APPROVED AS WRITTEN ON A MOTION BY MEMBER HADFIELD, SECONDED BY MEMBER SCOTT AND UNANIMOUSLY CARRIED.

(SEE AGENDA - ATTACHMENT NO. 1.)

PUBLIC HEARING/PROPOSED EDA 2015-1 EDA PROJECT AREA – BOARD MEMBERS

(See Attachment No. 2 – Attendance List.)

Chairman Summers opened the public hearing at 5:15 p.m.

Economic Development Director Mitch Zundel stated the EDA project area is for the Procter & Gamble site. The ordinance signed in commission meeting adopts the economic development project area plan. He introduced Kelly Pfof from Lewis Young Robertson and Burningham. He stated there is a need to adopt the plan and the budget for the plan.

Kelly Pfof said the new facility would potentially bring 100-200 new jobs with an annual average salary of \$40,000.

Chairman Summers asked for comments from those in attendance.

Deanna Hardy of Brigham City stated the county should not be picking winners and losers in business. It is wrong to increase values of properties to cover projects and programs. They should only be funding the sheriff, jail, and courts. She feels is wrong and they need to be principled people and protect the rights of all the people. She urged them go back to the free market system and take government out of it.

MOTION: Member Scott made a motion to close the public hearing. The motion was seconded by Member Hadfield and the hearing was closed.

RDA RESOLUTION #15-03/ADOPTING BUDGET FOR EDA PROJECT AREA 2015-1 – MITCH ZUNDEL

MOTION: Member Scott made a motion to approve RDA Resolution #15-03 adopting the budget for EDA Project area 2015_1. The motion was seconded by Member Hadfield and unanimously carried.

(See Attachment No. 3 – Resolution.)

RDA RESOLUTION #15-04/ADOPTING PLAN FOR EDA PROJECT AREA 2015-1 – MITCH ZUNDEL

MOTION: Member Scott made a motion to adopt RDA Resolution #15-04 adopting the plan for the EDA project area 2015_1. The motion was seconded by Member Hadfield and unanimously carried.

(See Attachment No. 4 – Resolution.)

ROAD AGREEMENTS/RDA #15-05 WITH WRE AND GBI – 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 of the road to be done at the current time rather than wait several years for the RDA to collect sufficient tax increments.

Attorney Stephen Hadfield suggested the wording be changed to 100 percent would be paid by the two entities for clarification. He also stated attachment A was not attached.

MOTION: Member Hadfield made a motion to approve the agreement upon the recommended changes. The motion was seconded by Member Scott and unanimously carried.

(See Attachment No. 5 – Contract.)

RDA CONTRACT #15-07/ATK TO COMPLETE TESTING AREA – MITCH ZUNDEL

Economic Development Director Mitch Zundel explained the contract with ATK is to complete the testing area. It defines where funds are to be spent including power, water, fiber, and sewer.

MOTION: Member Scott made a motion to approve RDA contract #15-07. The motion was seconded by Member Hadfield and unanimously carried.

(See Attachment No. 6 – Contract.)

UCAP GRANT CONTRACT EXTENSION/RDA CONTRACT #15-08 – MITCH ZUNDEL

Economic Development Director Mitch Zundel explained the UCAP Grant contract allows the remainder of funds to be used and requests an extension to October 31, 2015.

MOTION: Member Scott made a motion to approve the UCAP Grant Contract # RDA 15-08. The motion was seconded by Member Hadfield and unanimously carried.

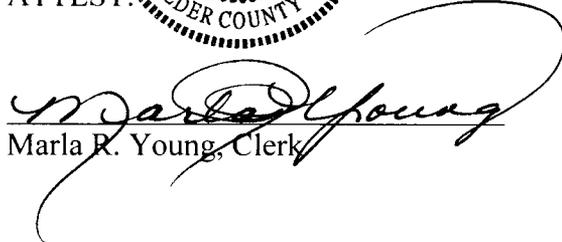
(See Attachment No. 7 – Contract.)

ADJOURNMENT

A motion was made by Member Hadfield to adjourn. Member Scott seconded the motion, and the meeting adjourned at 6:20 p.m.



ATTEST


Marla R. Young, Clerk


Stan Summers, Board Member

BOX ELDER COUNTY REDEVELOPMENT AGENCY

RESOLUTION NO. RDA15-03

A RESOLUTION ADOPTING AN OFFICIAL PROJECT AREA BUDGET FOR THE EDA 2015_1 ECONOMIC DEVELOPMENT PROJECT AREA

WHEREAS, the Box Elder County Redevelopment Agency (the “Agency”) was created to transact the business and exercise the powers provided for in the former Utah Neighborhood Development Act and Utah Redevelopment Agencies Act, and the current Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code Ann., and any successor law or act (the “Act”); and

WHEREAS, the Agency adopted by resolution the EDA 2015_1 Economic Development Project Area Plan (the “Project Area Plan” or “Plan”) on June 17, 2015;

WHEREAS, pursuant to Section 17C-3-201, the Agency has (a) prepared a draft of the EDA 2015_1 Economic Development Project Area Budget (the “Project Area Budget” or “Budget”) and (b) made the draft Budget available to the public at the Agency’s offices during normal business hours; and

WHEREAS, the Agency has caused a taxing entity committee (TEC) to be created in accordance with the Act;

WHEREAS, the TEC has held official meetings as required by and in accordance with the Act, and,

WHEREAS, the TEC approved by resolution the Project Area Budget on May 11, 2015; and

WHEREAS, the Agency has provided notice of the Budget hearing as provided in Sections 17C-3-201, 401,402, and 404 of the Act; and

WHEREAS, the Agency has held a public hearing on the draft Project Area Budget and at that Budget hearing (a) allowed public comment on the draft Project Area Budget and whether the draft Project Area Budget should be revised, approved or rejected, and (b) received all written and heard all oral objections to the draft Project Area Budget; and

WHEREAS, before holding the Budget hearing, the Agency provided for the State Board of Education and each taxing entity that levies a tax on property within the EDA 2015_1 Economic Development Project Area (the “Project Area”) an opportunity to consult with the Agency regarding the draft Project Area Plan; and

WHEREAS, after holding the Budget hearing, the Agency has considered the oral and written objections to the draft Project Area Budget, and whether to revise, approve or reject the draft Project Area Budget;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE BOX ELDER COUNTY REDEVELOPMENT AGENCY AS FOLLOWS:

1. Adoption of Project Area Budget. It has become necessary and desirable to adopt an Official Project Area Budget for the Project Area. The Agency hereby officially adopts the Draft Project Area Budget, attached hereto as Exhibit A and in the same form as approved and consented to by the TEC, as the Official Project Area Budget for the Project Area, and directs City Staff and consultants to carry out all necessary noticing and filing requirements contained in the Act. The Official Project Area Budget is now effective and shall be used by the Agency to carry out the Project Area Plan.

2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Project Area covered by the Official Project Area Budget is attached hereto and incorporated herein as Exhibit B. A map of the Project Area is attached and incorporated herein as Exhibit C.

3. Agency's Purposes and Intent. The primary purpose and intent of the Agency with respect to the Project Area is to facilitate new quality development and provide necessary infrastructure improvements. Specifically, the Agency would like to encourage the expansion of existing businesses within the Project Area. This is further described in the Project Area Plan.

4. Project Area Budget Incorporated by Reference. The Official Project Area Budget (Exhibit A), together with supporting documents, is incorporated herein by reference, and made a part of this Resolution. Copies of the Official Project Area Budget shall be filed and maintained in the office of the Agency and the County for the public inspection.

5. Financing. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. This Resolution also incorporates the specific provisions relating to funding of economic development project areas permitted by the Act.

6. This Resolution shall take effect immediately upon adoption.

INWITNESS WHEREOF, the Box Elder County Redevelopment Agency has approved, passed, and adopted this Resolution this 17 day of June, 2015.



Attest:

Secretary

Redevelopment Agency Board Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Board Chairman Summers	
Board Member Scott	
Board Member Hadfield	

EXHIBIT A
DRAFT EDA 2015_1 PROJECT AREA BUDGET

EXHIBIT B

LEGAL DESCRIPTION

That certain real property located in Box Elder County, State of Utah, described as follows:

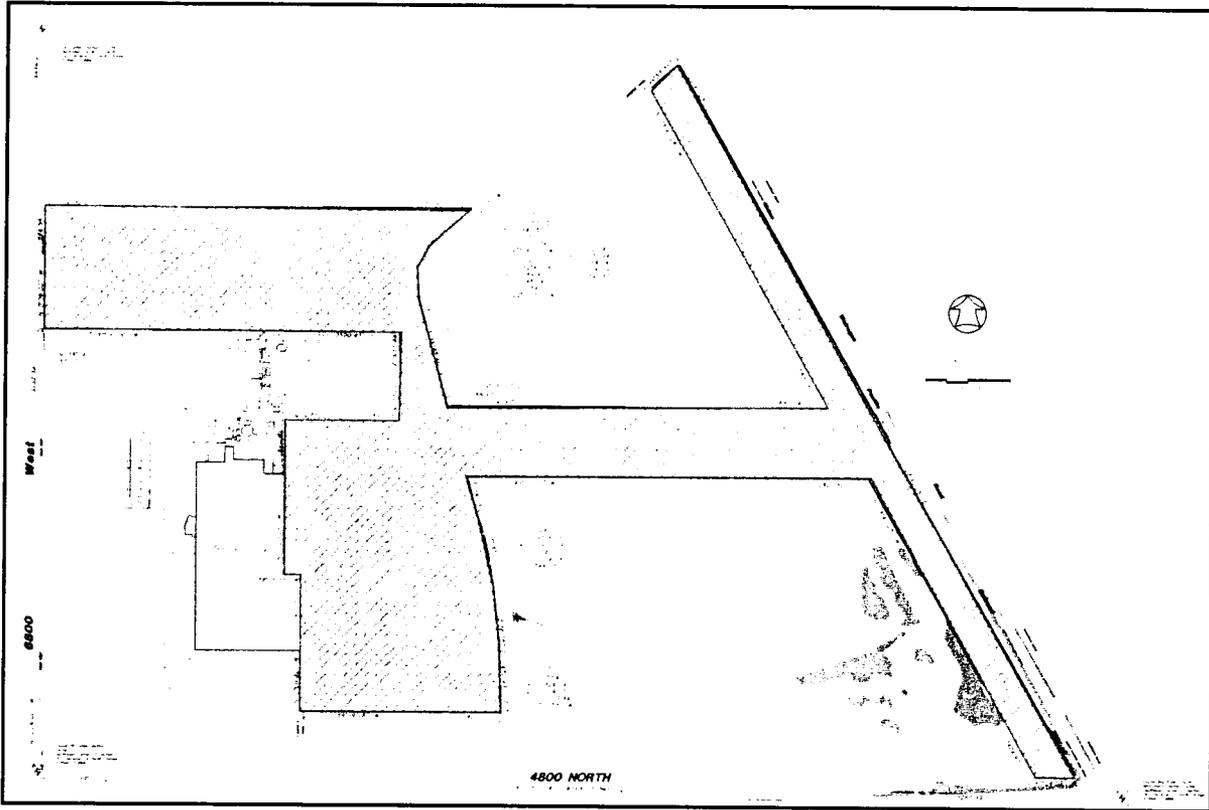
A PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 6800 WEST STREET LOCATED 3133.39 FEET NORTH 00°06'00" WEST ALONG THE WEST LINE OF SAID SECTION 15 AND 33.00 FEET NORTH 89°54'00" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 10;

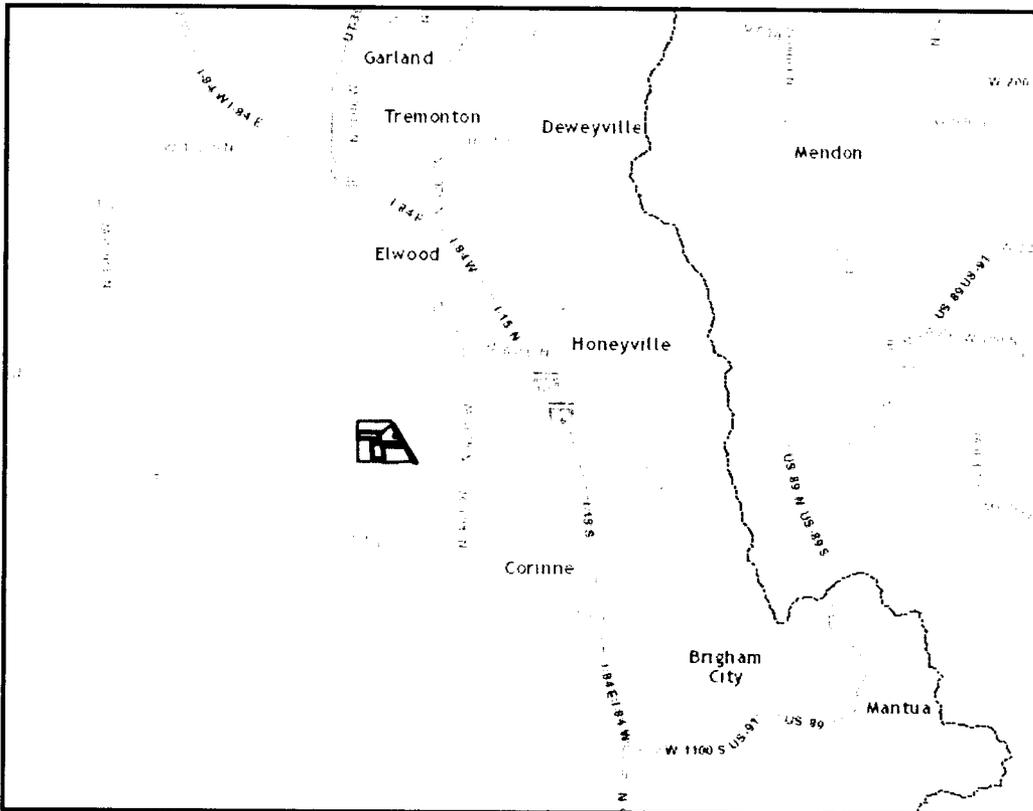
RUNNING THENCE NORTH 00°06'00" WEST 866.56 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 90°00'00" EAST 3030.95 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CORINNE CANAL; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES; (1) SOUTH 51°02'33" WEST 195.93 FEET; (2) TO THE LEFT ALONG THE ARC OF A 991.85 FOOT RADIUS CURVE, A DISTANCE OF 205.73 FEET, CHORD BEARS SOUTH 45°06'02" WEST 205.36 FEET, HAVING A CENTRAL ANGLE OF 11°53'03"; (3) IN A SOUTHERLY DIRECTION TO THE LEFT OF A NON-TANGENT 269.97 FOOT RADIUS CURVE, A DISTANCE OF 248.26 FEET, CHORD BEARS SOUTH 22°17'01" WEST 239.60 FEET, HAVING A CENTRAL ANGLE OF 52°41'18"; (4) SOUTH 04°19'24" EAST 132.16 FEET; (5) TO THE LEFT ALONG THE ARC OF A 771.99 FOOT RADIUS CURVE, A DISTANCE OF 168.28 FEET, CHORD BEARS SOUTH 10°34'05" EAST 167.95 FEET, HAVING A CENTRAL ANGLE OF 12°29'22"; (6) SOUTH 16°48'46" EAST 450.28 FEET; AND (7) SOUTH 16°03'20" EAST 185.80 FEET; THENCE NORTH 90°00'00" EAST 2682.54 FEET; THENCE NORTH 29°40'28" WEST 2583.16 FEET; THENCE NORTH 46°53'31" EAST 269.88 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; (1) SOUTH 29°40'28" EAST 3085.53 FEET; (2) SOUTH 60°19'32" WEST 16.00 FEET; AND (3) SOUTH 29°40'28" EAST 2681.25 FEET; THENCE SOUTH 87°04'53" WEST 276.06 FEET; THENCE NORTH 29°40'28" WEST 2424.92 FEET; THENCE SOUTH 90°00'00" WEST 2822.62 FEET TO THE WEST RIGHT-OF-WAY OF SAID CORINNE CANAL; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSE; (1) SOUTH 16°03'20" EAST 417.53 FEET; (2) TO THE RIGHT ALONG THE ARC OF A 1902.09 FOOT RADIUS CURVE, A DISTANCE OF 214.80 FEET, CHORD BEARS SOUTH 12°49'13" EAST 214.68 FEET, HAVING A CENTRAL ANGLE OF 06°28'13"; (3) SOUTH 09°35'07" EAST 207.36 FEET; (4) SOUTH 05°59'07" EAST 86.01 FEET; (5) SOUTH 03°36'10" EAST 650.43 FEET; AND (6) TO THE RIGHT ALONG THE ARC OF A 826.74 FOOT RADIUS CURVE, A DISTANCE OF 114.03 FEET, CHORD BEARS SOUTH 00°20'55" WEST 113.94 FEET, HAVING A CENTRAL ANGLE OF 07°54'10"; THENCE SOUTH 89°59'28" WEST 1420.01 FEET TO A POINT SOUTH OF THE PROJECTION OF THE EAST FACE OF AN EXISTING BUILDING; THENCE NORTH 00°00'32" WEST 970.10 FEET ALONG SAID BUILDING PROJECTION AND THEN BUILDING FACE; THENCE SOUTH 89°56'51" WEST 123.51 FEET ALONG THE FACE OF SAID BUILDING; THENCE NORTH 00°00'25" WEST 1086.97 FEET ALONG THE FACE OF SAID BUILDING AND THEN TO A POINT NORTH OF THE PROJECTION OF THE EAST FACE OF SAID BUILDING; THENCE NORTH 90°00'00" EAST 811.31 FEET; THENCE NORTH 00°00'00" EAST 633.44 FEET; THENCE SOUTH 90°00'00" WEST 2520.43 FEET TO THE POINT OF BEGINNING, LESS THAT PORTION OF LAND WITHIN THE CORINNE CANAL RIGHT-OF-WAY WHICH CONTAINS 1.78 ACRES FOR A NET AREA OF 185.66 ACRES.

EXHIBIT C

PROJECT AREA MAP



Red Outline: Procter and Gamble Parcel 04-065-0008
Blue Outline: 2015_1 EDA Project Area Boundary



BOX ELDER COUNTY REDEVELOPMENT AGENCY

RESOLUTION NO. RD15-04

A RESOLUTION ADOPTING THE DRAFT EDA 2015_1 ECONOMIC DEVELOPMENT PROJECT AREA PLAN AS THE OFFICAL PROJECT AREA PLAN.

WHEREAS, pursuant to the provisions of the Utah Community Development and Renewal Agencies Act, Title 17C of the Utah Code Ann. (the “Act”), specifically Section 17C-3-101 of the Act, the Box Elder County Redevelopment Agency (the “Agency”) adopted on February 4, 2015, a resolution authorizing the preparation of the Draft EDA 2015_1 Economic Development Project Area Plan (the “Draft Plan”) for the proposed Project Area; and

WHEREAS, the Agency has, pursuant to all relevant provisions and requirements of the Act, caused the Draft Plan to be prepared and made available for public review and inspection for at least thirty days before holding on this date a duly noticed public hearing pursuant to Section 17C-3-102 of the Act, to allow public comment on the Draft Plan as to whether it should be revised, approved, or rejected, and to receive all written, and hear all oral, objections to the Draft Plan; and

WHEREAS, having received and heard all commentary on and objections to the Draft Plan submitted for its consideration, the Agency desires to now adopt the Draft Plan, as amended (if at all), as the Official Plan for the Project Area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE BOX ELDER COUNTY REDEVELOPMENT AGENCY AS FOLLOWS:

1. The legal description of the Project Area is included in the Draft Plan attached as **Exhibit A** and incorporated herein by this reference.

2. All written and verbal comments and suggestions, if any, for modification or amendment of the Draft Plan and/or objections thereto, received by the Agency at or prior to the public hearing held this day, are hereby considered and passed upon, except as such commentary and/or objections are the basis for revisions of the Draft Plan. Any revisions to be made to the Draft Plan shall be noted in the meeting minutes of today’s meeting, and then implemented by Agency staff into the Draft Plan following this meeting and before displaying the Draft Plan to the general public or implementing the Draft Plan as the Official Plan.

3. The Agency officially approves, adopts and incorporates by this reference, the Draft Plan, as revised at today’s meeting (if at all), as the “Official Plan” for the EDA 2015_1 Economic Development Project Area. Accordingly, the Draft Plan attached as **Exhibit A** (as amended, if at all, as described in the previous paragraph) is hereby designated the *Official Economic Development Project Area Plan for the EDA 2015_1 Economic Development Project Area* (the “Official Plan”), and is incorporated herein by this reference.

4. The primary purpose and intent of the Agency with respect to the Project Area is to

facilitate new quality development and provide necessary infrastructure improvements. Specifically, the Agency would like to encourage the expansion of existing businesses within the Project Area. This is further described in the Official Plan.

5. The Agency hereby finds and determines that:
 - a. The Official Plan serves the public purpose of encouraging, promoting and providing for economic development within the Project Area as authorized by and described in further detail in the Act.
 - b. Implementation of the Official Plan shall benefit residents of the County, as a public benefit analysis, described in Section 17C-3-103(2) of the Act, has been included as a part of the Official Plan.
 - c. The adoption and execution of the Official Plan is economically sound and feasible.
 - d. The Official Plan conforms to the Box Elder County General Plan.
 - e. Implementation of the Official Plan will promote the public peace, health, safety, and welfare of the Box Elder County.

6. Pursuant to Section 17C-3-107(5) of the Act, the Agency staff is hereby directed to make the Official Plan available to the general public at its offices during normal business hours.

7. Pursuant to Section 17C-3-108 of the Act, the Agency staff is hereby directed and authorized to take the following actions within 30 days after adoption of the Official Plan by ordinance of the County Commission:

- a. record with the County Recorder a document containing a description of the land within the Project Area, a statement that the Official Plan for the Project Area has been adopted, and the date of its adoption by the County Commission;
- b. transmit a copy of the description of the land within the Project Area and an accurate map or plat indicating the boundaries of the Project Area to the Automated Geographic Reference Center created under Utah Code Ann. § 63F-1-506;
- c. transmit a copy of the description of the land within the Project Area, a copy of the County Commission ordinance adopting the Official Plan, and a map or plat indicating the boundaries of the Project Area to each of the following: (i) the County Auditor, Assessor, Recorder, Attorney, and Surveyor; (ii) the officer or officers performing the function of auditor or assessor for each taxing entity, if any, that does not use the county assessment roll or collect its taxes through the county; (iii) the legislative body or governing board of each taxing entity; (iv) the State Tax Commission; and (v) the State Board of Education.

8. Following adoption of the Official Plan by ordinance of the County Commission, the Agency shall proceed to carry out the Official Plan.

9. The Agency Staff is hereby directed and authorized to take all such actions as necessary to effectuate the purposes and aims of this resolution.

10. This Resolution shall take effect upon its adoption.

APPROVED AND ADOPTED on June 17, 2015.

BOX ELDER COUNTY REDEVELOPMENT AGENCY



Attest:

Marta Young
Secretary

R Summers
Chair

Redevelopment Agency Board Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Board Chairman Summers	<i>Aye</i>
Board Member Hadfield	<i>Aye</i>
Board Member Scott	<i>Aye</i>

EXHIBIT A

DRAFT EDA 2015_1 ECONOMIC DEVELOPMENT PROJECT AREA PLAN

ROAD IMPROVEMENTS AGREEMENT

C&A 15-17 RDA 15-05

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.

A11 #5

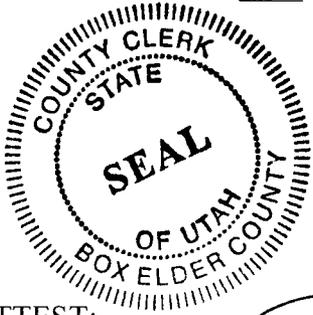
NOW THEREFORE, based upon these recitals and good and valuable consideration, GBI, WRE, County and RDA do agree as follows:

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 18th day of July, 2015.



BOX ELDER COUNTY

[Signature]

Stan Summers, Chairman
Box Elder County Commission

ATTEST:

[Signature]
Marla Young
Box Elder County Clerk

DATED this 1st day of July, 2015.



BOX ELDER COUNTY REDEVELOPMENT AGENCY

[Signature]

_____, Chairman
Box Elder County Redevelopment Agency

ATTEST:

[Signature]
Marla Young
Box Elder County Clerk

20800-N

6" Thick

590'

6000W

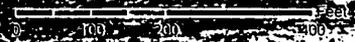
27'

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

20400N



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



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	i.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 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

Burt W. Suter

Project Engineer

Date 6/16/15

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

PURCHASE ORDER

RDA # 15/07

This is a "Cost Reimbursable" purchase order between Box Elder County, Utah and ATK Launch Systems Inc. (LSI) for the improvement of LSI's capability to support Unmanned Aerial Vehicle (UAV) future business endeavors and opportunities.

1.0 Statement of Work

LSI will make improvements to its runway infrastructure by: 1) Relocating a trailer at the runway, 2) extending utilities to the runway (power, fiber optics, water), 3) installing a septic drain field at the runway, and 4) the possible installation of not more than two "transportainers" at the runway.

No title will pass, nor transfer of ownership, from LSI to Box Elder County.

2.0 Period of Performance

The period of performance will commence on Purchase Order signing and continue through July 30, 2015.

3.0 Consideration

Box Elder County shall reimburse LSI its costs for this effort in the "Not to Exceed" amount of \$88,000. This is a cost reimbursable purchase order and does not include fee. Costs will be reimbursed in two parts, the first for costs incurred through June 25, 2015 and the second for costs incurred through July 30, 2015. In no case shall LSI incur costs in excess of the NTE amount, \$88,000, without written permission from Box Elder County and appropriate change to this Purchase Order.

TERMS AND CONDITIONS

(June 2015)

ARTICLE 1. INDEPENDENT CONTRACTOR

In the performance of the efforts required under this contract, LSI shall be an independent contractor, maintaining complete control of LSI personnel and operations. As such, LSI shall pay all of its own salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to LSI's performance of this contract. LSI, its employees and agents shall not be regarded in any way nor shall they act as agents or employees of BUYER.

ARTICLE 2. COMPLIANCE WITH LAWS

In the conduct of its operations, LSI shall comply with the provisions of all federal, state, and local laws, regulations, codes, and ordinances as may, during the performance of work under this contract, be in force and applicable to this contract, and except as otherwise expressly provided in this contract, LSI shall assume exclusive responsibility for the preparation and filing of required reports and obtaining required permits and licenses.

ARTICLE 3. BUYER'S OBLIGATION OF ASSISTANCE

Except to the extent LSI has otherwise assumed such responsibility for itself under the express provisions of the attachment hereto entitled "Statement of Work," BUYER shall (a) place at LSI's disposal all information necessary in performance of work and (b) cooperate in all other ways necessary to LSI's performance of the work.

ARTICLE 4. CHANGES

BUYER may, at any time, by written order, make changes, within the general scope of this contract. If any such change impacts LSI's ability to perform this contract or causes an increase in LSI's cost or time required for performance of any effort under this contract, whether or not changed by BUYER'S written order, an appropriate adjustment shall be mutually agreed to prior to LSI's obligation to perform in accordance with such change(s) and the contract shall be modified in writing accordingly.

ARTICLE 5. CONDITIONS AFFECTING THE WORK

BUYER warrants that it has disclosed to LSI all general and local conditions or peculiarities concerning the subject matter of this contract which can affect performance of the work prescribed hereunder or the price thereof.

ARTICLE 6. EXPORT OF TECHNICAL DATA

(1) The BUYER represents and warrants that no technical data furnished to it by LSI under the contact shall be disclosed to any foreign nationals, firm, or country, including foreign nationals employed by or associated with United States, without first complying with all requirements of the International Traffic in Arms Regulation, 22 CFR § 120 et seq., the Export Administration Act, 28 USC § 2278 et seq., and DOD Directive 5230.25, "Withholding of Unclassified Technical Data from Public Disclosure," 32 CFR § 250, including the requirement for obtaining an export license, if applicable.

Att #6

(2) The BUYER shall first obtain the written consent of LSI prior to submitting any request for authority to export any such technical data.

(3) The BUYER shall indemnify and hold LSI harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees and all other expenses arising from failure of the BUYER to comply with this clause.

ARTICLE 7. LSI WARRANTIES

The parties hereby agree that any resulting contract and products, services, or reports provided or performed hereunder shall include the following warranty and disclaimer: "LSI warrants that it has performed the work or manufactured the product required by the statement of work in a safe and competent manner and in accordance with the specifications, drawings, samples, symbols, or other description specified by BUYER as well as to the standards employed by LSI in providing the same or similar services or products for itself. ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, CUSTOM OR CONDUCT, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL SAID INFORMATION, ADVICE, RECOMMENDATIONS, PRODUCTS OR SERVICES ARE FOR THE SOLE USE OF BUYER AND SHALL BE USED AT BUYER'S RISK. LSI'S LIABILITY TO BUYER UNDER THIS OR ANY OTHER PROVISION FOR ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS, OR IN APPROPRIATE CASES, THE REFUNDING OF THE PRICE OF THE GOODS PROVIDED. IN NO EVENT SHALL LSI BE LIABLE TO BUYER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES, WHETHER ARISING BY LAW, CUSTOM, OR CONDUCT."

ARTICLE 8. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

8.1 BUYER shall indemnify, hold harmless, and defend LSI for and against any and all claims, demands, actions, liabilities, costs, or expenses (including reasonable attorney's fees), whether of or relating to personal injury (including death), property damage, business losses (including lost profits) or any other injury, damage, or loss of any kind, arising out of or in connection with any errors or omissions in, or any use made by any person or entity, of any information, advice, recommendations, products or services provided, whether orally or in writing, by LSI, its employees, agents, or representatives in performance of this contract, or caused by any device, equipment, material, or other object being tested or analyzed by LSI for BUYER under this contract.

8.2 BUYER shall indemnify, hold harmless and defend LSI for and against any and all claims and demands, actions, liabilities, cost or expenses (including reasonable attorney's fees) whether of or relating to personal injury (including death), property damage, business losses (including lost profits) or any other injury, damage, or loss of any kind which occurs while BUYER, its employees, agents, or representatives are present on premises owned by or under the control of LSI, except to the extent that such injuries or damages are caused solely by the negligent acts or omissions of LSI, its employees, agents, or representatives.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 Regardless of fault, LSI shall not be liable, under any circumstances whatsoever, to BUYER for any special, incidental or consequential damages of any nature whatsoever arising out of the work performed hereunder, including without limitation damages for or related to delays or loss of time affecting any property of BUYER, lost profits or products, business interruption, or injuries to any person, including employees of BUYER, whether such damages are found under this contract, in tort, at law or in equity, or otherwise.

9.2 In no event shall any liability of LSI with regard to the work performed or prescribed under this contract exceed the amount paid to LSI for the particular effort with respect to which any claim is made.

ARTICLE 10. CANCELLATION

In addition to and without prejudice to any other rights which LSI may have, LSI reserves the right to cancel this contract or any portion of this contract without liability:

- (a) if BUYER fails to make payment as required by the terms of this contract, or fails to comply with any other provision of this contract,
- (b) if BUYER is adjudicated as bankrupt,
- (c) if a petition under the Bankruptcy Act is filed and not vacated within sixty (60) days,
- (d) if BUYER makes an assignment for the benefit of creditors,
- (e) if a receiver of the property of BUYER is appointed, or,
- (f) if action under any law for the relief of debtors is taken with respect to BUYER.

ARTICLE 11. TERMINATION FOR BUYER'S CONVENIENCE

11.1 BUYER may terminate this contract in whole or in part at any time. After receipt of a Notice of Termination, LSI shall do only such work as may be necessary to preserve and protect the work already in progress or as may be necessary for completion of such portion of work as is not terminated.

11.2 A complete settlement of all claims of LSI upon such termination by BUYER shall be made as follows:

(a) BUYER shall assume and become liable immediately for all obligations and commitments which have not been included in prior payments and LSI in good faith may have undertaken or incurred in connection with the work.

(b) BUYER shall promptly compensate LSI for the reasonable cost incurred after the date of termination in protecting the work already in progress.

(c) BUYER shall pay LSI for all work performed in accordance with the contract documents and prior to the date of termination.

11.3 Prior to final settlement, LSI shall deliver to BUYER studies and other information and data prepared by LSI for delivery to BUYER under this contract before LSI's receipt of the Notice of Termination.

ARTICLE 12. FORCE MAJEURE

In addition to other liability limitations contained herein, LSI shall not be responsible to BUYER for any loss or damage due to failure or delay in performing any of the work or fulfilling any of the obligations required under this contract when such delay or failure is due to any cause beyond LSI's reasonable control. Such causes shall include, without limitation, fires, floods, epidemics, quarantines, unusually severe weather, strikes, embargoes, wars, political strife, riots, delays in transportation, compliance with any regulations or directives of any national, state, local or municipal government or authority, and shortages in fuel, power, materials, or labor.

ARTICLE 13. GOVERNING LAW

This contract shall be deemed to have been made in the State of Utah and shall be construed and interpreted in accordance with, and the rights and obligations of the parties shall be determined by, the laws of the State of Utah.

ARTICLE 14. ASSIGNMENT

Except as otherwise expressly provided herein, no assignment of this contract or the rights given by this contract shall be made by either party without the written agreement of the other party, which shall not be unreasonably withheld.

ARTICLE 15. DISPUTES

In the event of any dispute or disagreement arising under or relating to this Agreement, the parties agree to make diligent and reasonable attempts to resolve through negotiations all such disputes or disagreements prior to resorting to any remedy available in law or equity. Either party may litigate any dispute arising under or relating to this Agreement before a court of the State of Utah. Pending resolution of any such dispute by settlement or by final judgment, the parties shall proceed diligently with performance. In the event litigation is pursued, the prevailing party shall be entitled to recover its reasonable costs and expenses including, without limitation, its reasonable attorneys' fees.

ARTICLE 16. WAIVER OF TERMS

The failure of either party to require performance of any term or condition of this contract shall not prevent subsequent enforcement of such term or condition nor be deemed a waiver of any such subsequent breach.

ARTICLE 17. CONTRACT TERMS EXCLUSIVE

This contract constitutes the entire agreement between the parties concerning the subject matter of this contract and the parties acknowledge and agree that none of them has made any representation with respect to subject matter of this contract or any representations inducing the execution and delivery hereto except as specifically set forth herein.

No oral agreement or other oral understanding shall in any way modify this order or the terms and conditions hereof. Buyer's action in accepting this order shall constitute an acceptance of these terms and conditions contained in or submitted with Buyer's acknowledgement and/or proposal shall be ineffective as to LSI unless expressly accepted by LSI in writing.

ARTICLE 18. MODIFICATIONS

Any modification, alteration, or amendment to this contract shall not be valid or binding with respect to any party unless signed by both parties.

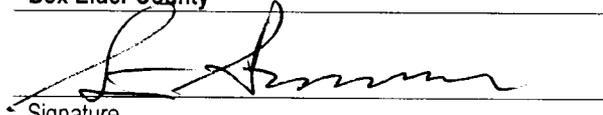
ARTICLE 19. CAPTIONS

The captions in this contract are for convenience of reference only and shall not limit in any way or otherwise affect any of the terms or provisions contained herein.

ARTICLE 20. PAYMENT

Payment terms are Net 30, upon receipt of invoice. Two invoices will be submitted, on or about June 25, 2015 and July 30, 2015, reflecting costs incurred.

Box Elder County



Signature

Commission Chairman

Title

June 17, 2015

Date

ATK Launch Systems Inc.

Signature

Title

Date



GRANT AMENDMENT
 Utah Cluster Acceleration Partnership
 ROA #15-08

AMENDMENT # 1 To CONTRACT # 150930

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **DEPARTMENT OF WORKFORCE SERVICES**, referred to as DEPARTMENT or DWS and **BOX ELDER COUNTY, 1 SOUTH MAIN STREET, BRIGHAM CITY, UT 84302**, referred to as GRANTEE or CONTRACTOR.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

08/01/2014 (original starting date)
06/30/2015 (current ending date)
10/31/2015 **new ending date**

2. **Amendment Amount:** \$ N/A

3. **Contract amount:**

\$200,000.00 (current contract amount – the amount for all contract periods to current ending date)
N/A (amendment amount – the amount that is budgeted for the period of this amendment)
\$200,000.00 **new contract amount** (add amendment amount to current amount)

4. **Other Changes:**

- This is a no-cost time extension.
- Amending "Attachment C – Budget" as attached.

5. **Funding Source:** Job Growth Funds

6. **Effective Date:** July 1, 2015

STATE FISCAL YEAR BILLING DEADLINE

DWS must receive billing for services for the month of June no later than July 15th, due to the DWS fiscal year end. Billings submitted after this date may be denied.

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

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

CONTRACTOR

Contractor's signature

DWS

Jon Pierpont

Date

Stan Summers, chairman
 Type or Print Name and Title

June 17, 2015
 Date

AJE #7

Contract Amendment Budget Form

Contractor Box Elder County
 Contract Number 150930 - Amendment # 1
 Vendor Number VC0000128922
 Contract Period July 1, 2015 through October 31, 2015

	Budget	Current Year		Unspent Balance	Renewal Year Budget Increase	Renewal Year Budget
		Actual Expense	Accruals			
Category I						
Administrative Expenses						
1. Salaries						
2. Fringe Benefits						
3. Travel/Transportation						
4. Space Costs						
5. Utilities						
6. Communications						
7. Equipment/Furniture						
8. Supplies & Maintenance						
9. Miscellaneous						
10. Conference s/Workshops						
11. Insurance						
12. Professional Fees/ Contract Services						
Total Category I Admin Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Category II						
Capital Expenditures						
14. List Expenditures						
Total Category II Capital Expenditures						

Category III						
Program Expenses						
1. Salaries	\$87,000.00			\$ 42,000.00		\$42,000.00
2. Fringe Benefits						\$0.00
3. Travel/Transportation						\$0.00
4. Space Costs						\$0.00
5. Utilities						\$0.00
6. Communications						\$0.00
7. Equipment/Furniture	25,000.00			\$ 25,000.00		\$25,000.00
8. Supplies & Maintenance						\$0.00
9. Miscellaneous (UAS Facilities)	88,000.00			\$ 88,000.00		\$88,000.00
10. Conferences/Workshops						\$0.00
11. Insurance						\$0.00
12. Professional Fees/ Contract Services						\$0.00
Total Category III Program Expense	\$200,000.00	\$ -	\$ -	\$ 155,000.00	\$ -	\$ 155,000.00

Total Expenses Category I, II, and III: \$ - \$ - \$ - \$ 155,000.00 \$ - \$ 155,000.00

Explanations:

Actual Expenses through 4/30/15

Accounts Payable Coding						
Description	Amount	Unit	Appr Unit	Object	Program	DO #
Job Growth UCAP		5600	NJX	6135	XAEA	