

**MINUTES
BOX ELDER COUNTY COMMISSION
FEBRUARY 03, 2016**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 4:45 p.m. on **February 03, 2016**. The following members were present:

Jeff Scott	Chairman
Stan Summers	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 4:55 p.m.

The regular session was called to order by Chairman Summers at 5:00 p.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 Summers.

The Pledge of Allegiance was led by Treasurer Shaun Thornley.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JANUARY 20, 2016 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SUMMERS, SECONDED BY COMMISSIONER HADFIELD AND UNANIMOUSLY CARRIED.

AGENDA: ATTACHMENT NO. 1

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION**Congressional Hearings – Commissioner Summers**

Commissioner Summers reported he attended congressional hearings in St. George regarding federal lands. He stated it is good to have Congressman Rob Bishop on our side to take our concerns back to Washington, D.C.

Tourism Day – Commissioner Hadfield

Commissioner Hadfield congratulated Tourism Director Joan Hammer for presenting a great Tourism Day at the legislature. He stated people from the Golden Spike were there in period costume. It showed a great profile of Box Elder County.

Contract with Bear River Mental Health – Chairman Scott

Chairman Scott stated there is an addendum to the contract with Bear River Mental Health. The Commission will discuss it on the next agenda.

SEARCH & RESCUE AGREEMENT #16-03 – SHERIFF POTTER/CHIEF DEPUTY WARD

Sheriff Potter explained the contract allows the county to participate in a program where search and rescue cards may be purchased by groups and individuals to help with costs involved if Search and Rescue is required.

MOTION: Commissioner Hadfield made a motion to approve Agreement #16-03. The motion was seconded by Commissioner Summers and unanimously carried.

(See Attachment No. 2 – Contract.)

2016 BOOKMOBILE AGREEMENT #16-04 WITH CASSIA COUNTY – REBECCA DILG

Commission Secretary Rebecca Dilg stated the agreement is with Cassia County, Idaho for Bookmobile Services provided by Box Elder County.

MOTION: Commissioner Summers made a motion to approve Agreement #16-04 with Cassia County, Idaho. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 3 – Contract.)

INTRODUCE NEW VICTIM ADVOCATE/REVIEW VOCA & VOWA GRANTS – JULIE JACOBSEN/TEENA ADAMS

Victim Advocate Julie Jacobsen introduced Teena Adams as a new victim advocate for the attorney’s office. She stated Ms. Adams will be working with the District Court and Juvenile Court victims. She stated they will be applying for the VOCA grant in March which should help with the costs of an investigator.

WELLING ONE-LOT SUBDIVISION – SCOTT LYONS

County Planner Scott Lyons stated the Welling One-Lot Subdivision is located at 15615 North 6000 West in Fielding. It is a half-acre parcel and has been through all the necessary reviews. The owners are selling the property to NUCOR for an air monitoring station.

MOTION: Commissioner Hadfield made a motion to approve the Welling One-Lot Subdivision. The motion was seconded by Commissioner Summers and unanimously carried.

DAVIS FAMILY SUBDIVISION – SCOTT LYONS

County Planner Scott Lyons stated the Davis Family Subdivision is located in South Willard at 6892 S. Highway 89. It is a two-lot subdivision with one lot being 1.26 acres and the other lot is one acre. The plat has been through all the necessary department reviews.

MOTION: Commissioner Summers made a motion to approve the Davis Family Subdivision. The motion was seconded by Commissioner Hadfield and unanimously carried.

B & R SUBDIVISION – SCOTT LYONS

County Planner Scott Lyons explained the B & R Subdivision is located in the Bear River area. The owners are splitting the home property off from the farm property. The plat has been through all the necessary department reviews.

MOTION: Commissioner Hadfield made a motion to approve the B & R Subdivision. The motion was seconded by Commissioner Summers and unanimously carried.

ORDINANCE #419/SKIDMORE TRANSPORTATION REZONE – SCOTT LYONS

County Planner Scott Lyons explained Ordinance #419 would change the zoning from RR20 to a general commercial zone on some parcels west of Interstate 15. He stated public hearings were held and the planning commission recommends approval of the ordinance.

MOTION: Commissioner Summers made a motion to approve Ordinance #419. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No 4 – Ordinance.)

MUNICIPAL SERVICE FUND REVENUE SOURCES – TOM KOTTER

Auditor Tom Kotter said there is a continuing trend of expenditures being greater than revenue for the county. He explained the municipal service fund and encouraged the commissioners to look at all possibilities for the future including a municipal service tax. Mr. Kotter suggested it may be beneficial to have a study done regarding the unincorporated areas of the county and the services being provided. The South Willard area is of particular concern due to its growth and the required road and public safety services. He explained the restrictions placed on certain types of funds and the future of PILT money. If PILT gets taken away the services are in trouble. He said the RFP process takes time so the commissioners need to think about what they want to do.

WRITE-OFF ACCOUNTS/BAD DEBT-SEND TO COLLECTIONS – TOM KOTTER

Auditor Tom Kotter stated there are three accounts that need to be written off and sent to collections. The first account is #01-127 and is a fire billing, the second account is #01-0138 and is a fire billing, and the third account is # 02-0029 and is a stall rental at the fairgrounds. He said they have been trying to collect on these debts for several months to no avail.

MOTION: Commissioner Hadfield made a motion to write off accounts #01-0127, 01-0138, and 02-0029 and send them to collections. The motion was seconded by Commissioner Summers and unanimously carried.

PUBLIC COMMENT PERIOD

DeAnna Hardy of Brigham City said the county auditor stated the counties debt will be paid off in 2017. She wondered why the commission is looking to increase taxes instead of eliminating services. There have been increases already in the gas tax, school board, mosquito abatement, and the water conservancy district. She feels these programs force others to pay for other people's education and water.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved for payment: Claims 98507 through 98562 in the amount of \$593,337.89. Claims 98563 through 98618 in the amount of \$294,754.89. Claims 95626 and 98380 were voided.

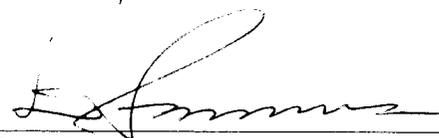
PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONER

ASSESSOR: Rob Dilley, compensation change, effective 01/01/2016
 ATTORNEY: Laura Sheffield, new hire, effective 02/08/2016
 ATTORNEY: Teena Adams, new hire, effective 01/26/2016
 AUDITOR: Nathan Adams, chief deputy, effective 01/25/2016
 BOOKMOBILE: Joshua Shandrew, compensation change, effective 01/27/2016
 ROAD DEPT: Eric Walters, separation, effective 01/20/2016
 ROAD DEPT: Ida Cannon, separation, effective 01/16/2016
 ROAD DEPT: Robby Dilg, separation, effective 01/22/2016
 SHERIFF'S DEPT: Andrew Hurst, compensation change, effective 12/18/2015
 SHERIFF'S DEPT: Riley Riser, compensation change, effective 01/10/2016
 SHERIFF'S DEPT: James Salvesen, compensation change, effective 12/13/2015
 SHERIFF'S DEPT: Davis Murphy, patrol to court, effective 01/24/2016
 SHERIFF'S DEPT: Ashley Sorensen, compensation change, effective 02/12/2016
 SHERIFF'S DEPT: Jason Jensen, compensation change, effective 02/10/2016
 SHERIFF'S DEPT: Mickie Austin, compensation change, effective 02/12/2016
 SHERIFF'S DEPT: Mark Millett, compensation change, effective 02/03/2016
 SHERIFF'S DEPT: Austin Bowcutt, detective sergeant, effective 01/10/2016
 SHERIFF'S DEPT: Justin Olsen, compensation change, effective 01/14/2016
 SHERIFF'S DEPT: Justin Olsen, advanced corrections II, effective 01/20/2016

ADJOURNMENT

A motion was made by Commissioner Hadfield to adjourn. Commissioner Summers seconded the motion, and the meeting adjourned at 5:52 p.m.

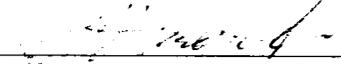
ADOPTED AND APPROVED in regular session this 17th day of February 2015.



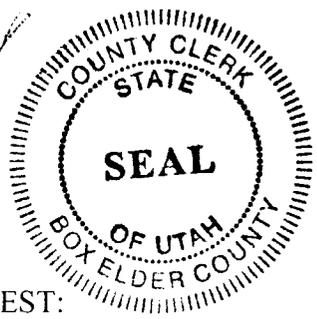
 Stan Summers, Chairman

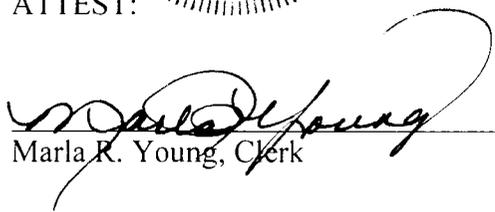


 Jeff Scott, Commissioner



 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 **4:45 p.m.** and a regular **Commission Meeting** commencing at **5:00 p.m. Wednesday February 3, 2016** in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.

Administrative/Operational Session

*4:45 p.m.

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

*4:55 p.m.

5. Search & Rescue Interlocal Agreement – Sheriff Potter/Chief Deputy Ward

- *5:00 – 5:05 Call to Order: Chairman Scott
Invocation: Commissioner Summers
Pledge: Treasurer Shawn Thornley
Approval of Minutes of January 20, 2016
- *5:05 – 5:08 Administrative Review/Reports/Future Agenda Items – Commissioners
- *5:08 – 5:10 Former Agenda Items Follow-Up – Commissioners
- *5:10 – 5:15 Search & Rescue Agreement #16-03 – Sheriff Potter/Chief Deputy Ward
- *5:15 – 5:17 2016 Bookmobile Agreement #16-04 with Cassia County – Rebecca Dilg
- *5:17 – 5:19 Introduce New Victim Advocate/Review VOCA & VAWA Grants –
Julie Jacobsen/Teena Adams
- *5:19 – 5:21 Welling One-Lot Subdivision – Scott Lyons
- *5:21 – 5:23 Davis Family Subdivision – Scott Lyons

- *5:23 – 5:25 B & R Subdivision – Scott Lyons
- *5:25 – 5:27 Ordinance #419/Skidmore Transportation Rezone – Scott Lyons
- *5:27 – 5:32 Municipal Service Fund Revenue Sources – Tom Kotter
- *5:32 – 5:34 Write-Off Accounts/Bad Debt-Send to Collections – Tom Kotter
- *5:34 – 5:44 Public Comment Period
Rules: (1) Please Speak Only Once (Maximum of 3 Minutes)
(2) Please Speak in a Courteous and Professional Manner
- *5:44 – 5:49 Warrant Register, Personnel Actions & Cell Phone Allowances & Volunteer
Action Forms – Commissioners

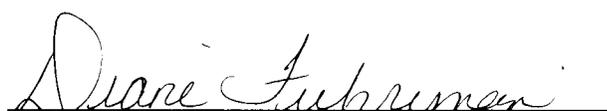
Closed Session

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 5:00 p.m.

Prepared and posted this 29th day of January 2016.

Mailed to the Box Elder News Journal, the Leader, and the Standard Examiner this 29th day of January 2016.


Marla R. Young *Senior Clerk*
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.



Agreement for Joint or Cooperative Undertaking to Establish a Public Insurance Agency Mutual for the Purpose of Administering the Utah Search and Rescue Act

Pursuant to Utah Code § 11-13-206, the undersigned counties, the Utah Department of Public Safety, and the Governor's Office of Economic Development agree to a joint or cooperative undertaking (hereinafter Agreement) to establish a public insurance agency mutual to administer the Utah Search and Rescue Assistance Card Program of the Utah Search and Rescue Act established in Utah Code § 53-2a-1101, et. seq.

I. RECITALS:

1. WHEREAS, in 2015, the Legislature created the Search and Rescue Financial Assistance Program through House Bill 324, and
2. WHEREAS, that bill was codified in the Search and Rescue Act at Utah Code Section 53-2a-1101 et. seq.;
3. WHEREAS, the Search and Rescue Act provides that: "Pursuant to Subsection 31A-1-103(7), the Utah Search and Rescue Assistance Card Program under this section is exempt from being considered an insurance program under Subsection 31A-1-301(86)(sic);"
4. WHEREAS, the Insurance Code Subsection 31A-1-103(7) defines a "public agency insurance mutual" as "an entity formed by two or more political subdivisions or public agencies of the state under Title 11, Chapter 13, Interlocal Cooperation Act; and (ii) for the purpose of providing for the political subdivisions or public agencies: (A) subject to Subsection (7)(b), insurance coverage; or (B) risk management" pursuant to Utah Code § 31A-1-103(7)(2015);
5. WHEREAS the Search and Rescue Financial Program is created for a public purpose to provide both political subdivisions and the State with "insurance or risk management" pursuant to Utah Code Subsection 53-2a-1102(6)(2015); and
6. WHEREAS a public agency insurance mutual is considered to be a governmental entity and political subdivision of the state with all of the rights, privileges, and immunities of a governmental entity or political subdivision of the state including all the rights and benefits of Title 63G, Chapter 7, Governmental Immunity Act of Utah;

WHEREFORE, the undersigned counties, the Department of Public Safety, Division of Emergency Management and the Governor's Office of Economic Development, Office of Outdoor Recreation; hereby seek to establish through this cooperative agreement a public insurance agency mutual for the purpose of administering the Search and Rescue Card Program of the Search and Rescue Act.

II. DEFINITIONS

- a. "Assistance card program" means the Utah Search and Rescue Assistance Card Program created in Section 53-2a-1102.
- b. "Card" means the Search and Rescue Assistance Card issued to a participant.
- c. "Participant" means an individual, family, or group who is registered pursuant to administrative rule having a valid card at the time search, rescue, or both are provided.
- d. "Program" means the Search and Rescue Financial Assistance Program created in Section 53-2a-1102.
- e. "Reimbursable expenses," as used in this section, means those reasonable expenses incidental to search and rescue activities.
 - i. "Reimbursable expenses" include:
 - 1. rental for fixed wing aircraft, helicopters, snowmobiles, boats, and generators;
 - 2. replacement and upgrade of search and rescue equipment;
 - 3. training of search and rescue volunteers;
 - 4. costs of providing workers' compensation benefits for volunteer search and rescue team members under Section 67-20-7.5; and
 - 5. any other equipment or expenses necessary or appropriate for conducting search and rescue activities.
 - ii. "Reimbursable expenses" do not include any salary or overtime paid to any person on a regular or permanent payroll, including permanent part-time employees of any agency of the state.
- f. "Rescue" means search services, rescue services, or both search and rescue services.

III. DURATION OF AGREEMENT: This agreement shall be in effect for 5 years from the date of signature.

IV. PURPOSE OF AGREEMENT: The purpose of this agreement is to:

- a. Create a Public Insurance Agency Mutual to manage the risks and benefits provided by the Search and Rescue Financial Assistance Program and the Search and Rescue Assistance Card Program.
- b. The insurance provided by the Search and Rescue Act is not "health insurance" as that term is defined in Section 31A-1-103(78), and the parties agree that health insurance is NOT being offered or provided by this agreement.
 - i. If this agreement is appended to an existing public insurance agency mutual, any health insurance provided under the existing agreement is not affiliated with the administration of the Search and Rescue Act.
- c. The only "insurance" or "risk management" being provided by the Search and Rescue Act and this Agreement is the Assistance Card Program set forth in Section 53-2a-1102. No other forms or types of insurance shall be offered, provided or exchanged pursuant to this agreement.
 - i. If this agreement is appended to an existing public insurance agency

mutual, any additional or other insurance shall be considered offered separately and independently from this portion of the agreement.

V. MANNER OF FINANCING AND BUDGET

- a. General Provisions
 - i. The program is funded as set forth in Subsection 53-2a-1102(3).
 - ii. The Director of the Division of Emergency Management is responsible for administering the fund that is created in Subsection 53-2a-1102(3).
- b. Fiscal Procedures: The Department of Public Safety, in conjunction with the Utah Department of Finance shall establish fiscal procedures for the administration of the funds set aside for the purposes of this cooperative Agreement.

VI. ADMINISTRATION OF COOPERATIVE AGREEMENT

- a. Governance: This Cooperative Agreement will be governed and administered by the Division of Emergency Management.
 - i. For the purposes of the Inter-Local Cooperation Act, the Division of Emergency Management shall be considered the Joint Administrator of the Agreement.

VII. OPERATION AND FUNCTIONS TO BE PERFORMED BY THE PUBLIC INSURANCE AGENCY MUTUAL

- a. The Public Insurance Agency Mutual established by this Agreement shall:
 - i. Ensure the proper administration and functioning of the Assistance Card Program.
 - ii. Ensure the proper accounting of funds retained and administered by the Department of Public Safety for the purposes of the administration of the Assistance Card Program.
- b. The Division of Emergency Management shall administer the Assistance Card Program as required by Section 53-2a-1102.
- c. The Search and Rescue Advisory Council established in Section 53-2a-1104 shall continue to be responsible for:
 - i. conducting a board meeting at least once per quarter;
 - ii. receiving applications for reimbursement of eligible expenses from county search and rescue operations by the end of the first quarter of each calendar year;
 - iii. determining the reimbursement to be provided from the Search and Rescue Financial Assistance Program to each county applicant;
 - iv. standardizing the format and maintaining key search and rescue statistical data from each county within the state; and
 - v. disbursing funds accrued in the Search and Rescue Financial Assistance Program, created under Section 53-2a-1102, to eligible applicants.
 - 1. The Department of Public Safety will assist with these functions as necessary.
- d. The Counties shall be responsible for complying with the requirements in

Subsection 53-2a-1102(9).

VIII. **REAL PROPERTY:** There shall be no Real Property exchanged, leased, sold, or otherwise encumbered by this Public Insurance Agency Mutual. Should a Real Estate Transaction be contemplated, additional procedures will be added to this agreement.

IX. **PERSONNEL**

- a. The Department of Public Safety, Division of Emergency Management will provide necessary staff to administer the financial aspects of this program.
- b. The Governor's Office of Economic Development, Office of Outdoor Recreation will provide necessary personnel to:
 - i. Consult with the Department of Public Safety regarding the marketing of the program;
 - ii. Establish the Fee Schedule
 - iii. Administer the Search and Rescue Assistance Card Program.
- c. The Counties will each individually, or through other independent inter-local agreements, provide the personnel necessary to:
 - i. Document the costs of and bill reimbursable expenses to an individual for costs incurred for the rescue of an individual;
 - ii. Determine whether a participant has acted recklessly or intentionally such that reimbursement from the Search and Rescue Act is not appropriate;
 - iii. When appropriate, make application to the Division of Emergency Management for reimbursement for all or a portion of each county's reimbursable expenses for search and rescue services as provided in the Search and Rescue Act.

X. **PROCUREMENT:** Should the Public Agency Insurance Mutual need to procure any procurement item as defined by Section 63G-6a-101 et. Seq., the item shall be procured by the Division of Emergency Management in accordance with the Utah Procurement Code.

XI. **WITHDRAWAL OF PUBLIC AGENCY OR TERMINATION OF THIS AGREEMENT**

- a. **Automatic Termination:** this joint and cooperative agreement shall automatically cease to exist 180 days following repeal of the Search and Rescue Act.
 - i. If any outstanding obligations of the cooperative agreement cannot be resolved in 180 days, all parties will be notified of the need to extend the agreement for the purpose of winding down operations.

XII. **MISCELLANEOUS PROVISIONS**

- a. **Health Insurance Not Provided:** Health insurance, as that term is defined under Subsection 31A-1-103(78) may not be provided under this agreement. If this

agreement is appended to an existing public insurance agency mutual, this portion of the agreement shall be deemed to be exclusive of the provisions related to health insurance. Any provision of health insurance by a public insurance agency mutual is governed by Subsection 31A-1-103(7).

b. Amendment: this agreement may only be amended in writing. Any amendments shall be required to be signed off on by each member of the agreement.

XIII. **LIABILITY:** Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections or defenses provided by applicable government immunity laws. Subject to state and federal government immunity laws, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between the parties.

XIV. **COUNTERPARTS:** This agreement may be executed in original counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out below.

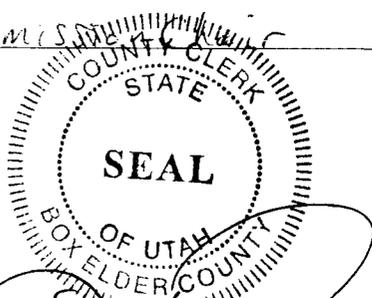
AGENCY: Box Elder County

[Signature]

DATE: 2-3-2016

Title: Commissioner

ATTEST:



APPROVED AS TO LEGAL FORM AND COMPLIANCE WITH APPLICABLE LAW:

[Signature]

DATE: Stephen R. Hallford

Title: County Clerk

Bookmobile Service Contract

THIS CONTRACT is made by and between **Box Elder County, Utah, County Library**, referred to as **BECL** and **Cassia County, Idaho**, referred to as **Cassia County**. The term of this contract shall be for the period commencing 1 January 2016, and terminating 31 December 2016.

RECITALS

WHEREAS, BECL is currently providing bookmobile library service within Box Elder County and also has the capability providing such service to some of the rural communities of southeastern Cassia County, Idaho; and

WHEREAS, Cassia County is desirous of receiving bookmobile library service from BECL for some of its rural communities located in southeastern Cassia County, Idaho; and

WHEREAS, BECL has agreed with Cassia County to provide such bookmobile library service to Cassia County in exchange for Cassia County's payment to BECL of the full cost of providing such service to Cassia County; and

WHEREAS, the Utah Interlocal Cooperation Act requires that any such agreement between BECL and Cassia County must contain various provisions, must be in writing and must be adopted and approved by the legislative bodies of both public agencies;

NOW THEREFORE, in consideration of the premises and mutual covenants and promises hereinafter contained, the parties hereto agree as follows:

1. a. BECL will provide administrative and organizational services and resources needed for bookmobile service to the communities in southeastern Cassia County. The full cost of providing such bookmobile service, according to the established service schedule (56.8 annual service hours), for the coming contract period will be \$6,191.00
- b. BECL will bill Cassia County for the total dollar amount indicated in paragraph 1a above in two equal installments in January and in July. Payment will be made to BECL within 60 days following receipt of each bill.
2. The provisions of this contract shall be governed by the laws of the State of Utah.

A77#3

3. In as much as both Parties hereto are governmental entities, consistent with the terms of the Governmental Immunity Act, Title 63, Chapter 30, Utah Code Annotated, 1953, as amended, it is agreed that each party shall be responsible and liable for wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.
4. This contract may be terminated on thirty days written notice by either party hereto and may be immediately terminated for cause or other bad faith performance by either party upon written notice. In the event of such early termination, the cost and other compensation provided for hereunder are to be apportioned on a month-to-month basis, to the end of the month for which any services have been rendered by either party to this contract.
5. The Contact Person for BECL shall be Brad Rhodes, Box Elder County Library Director. The contact person for Cassia County shall be Kerry D. McMurray, Cassia County, Idaho. The contact persons shall coordinate matters relating to this Contract on behalf of the respective parties.
6. The provision of services by BECL under this contract is subject to the Box Elder County Commission approving such funds.
7. BECL and Cassia County do both hereby acknowledge and agree that this Contract will be adopted by resolution passed by the respective legislative bodies of both BECL and Cassia County, and that it will not become effective until the Contract has been so adopted and filed with the keeper of records for each of the parties.

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

CASSIA COUNTY (IDAHO)

BOX ELDER COUNTY LIBRARY

Cassia County Commissioner Date

Brad Rhodes 1-12-16
Director, Box Elder County Library Date

Cassia County Clerk Date

Dwayne McBride 11/18/16
Board Chair, Box Elder County Library Board Date

Julie D. Frost 2-3-2016
Box Elder County Commission Date

Reviewed and Approved:

Reviewed and Approved:

Cassia County Attorney

Stephen R. McFarland
Box Elder County Attorney

A77#3



ORDINANCE NO. 419

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING FOUR PARCELS LOCATED AT APPROXIMATELY 2260 WEST HIGHWAY 13 FROM THE RR-20 (RURAL RESIDENTIAL 1/2 ACRE) ZONE TO THE C-G (GENERAL COMMERCIAL) ZONE.

WHEREAS, the property owners are requesting that the property described herein be rezoned from RR-20 (Rural Residential 1/2 acre) zone to C-G (General Commercial) zone; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the petition to rezone the property and amend the Box Elder County zoning map and provided notice of the public hearing by mailing notice to each affected property owner and each 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 January 21, 2016, 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 February 3, 2016, 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;

AZ #4

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

SECTION 1: Zoning Map Amendment. The Zoning Map of Unincorporated Box Elder County is hereby amended by reclassifying the following described parcels in unincorporated Box Elder County from RR-20 (Rural Residential 1/2 acre) zone to C-G (General Commercial) zone:

03-074-0013

PART OF NE/4 OF SEC 9 T9N R2W SLM. BEG AT A PT LOCATED S 89°15'40W 893.43 FT ALG THE SEC LINE FROM NE COR OF SEC 9, PT OF BEG BEING ON W R/W LINE OF HWY I-15, ALG SD W R/W LINE THE FOLLOWING 3 COURSES: R ALG THE ARC OF A 660.20 FT RADIUS CURVE A DISTANCE OF 215.35 FT (CHORD BEAR S 35°00'34W), S 43°49'43W 335.84 FT LEFT ALG THE ARC OF A 400.00 FT RADIUS CURVE A DISTANCE OF 135.59 FT (CHORD BEARS S 34°06'06W), N 74°50'17W 625.65 FT, N 4°00'00W 145.00 FT, N 0°00'00E 190.46 FT TO N/L OF NE/4 OF SD SEC 9, N 88°15'40E 1046.69 FT TO POB. LESS: BEG AT A PT LOCATED S 88°15'40W 1940.12 FT ALG SEC LINE & S 0°00'00E 20.46 FT FROM NE COR OF SD SEC 9, N 90°00'00E 256.30 FT, S 0°00'00E 170.00 FT, N 90°00'00W 256.30 FT, N 0°00'00E 170.00 FT TO POB. TOGETHER WITH RIGHTS OF USE & EASEMENTS FOR MAINTENANCE ETC OF SEWAGE LAGOON. CONT 7.21 ACRES M/L

03-074-0020

PROPERTY SITUATED IN SEC 09 T09N R02W SLM: BEG 915 FT S & 1355 FT W OF NE COR OF SD SEC, N74°43'41"W ALG NLY/L OF HWY 30-S 550 FT, N04°00'00"W APPROX 606.3 FT TO TRUE POB, N 170 FT, E 256.3 FT, S 170 FT, W 256.3 FT TO POB. TOG/W & SUBJECT TO AN EASE FOR CONST, MAINTENANCE & REPAIR OF SEWER LINES. CONT 1 AC.

03-074-0023

BEG AT A PT LOC S 88°16'40W 1897.81 FT ALG SEC LINE & S 00°00'00E 796.56 FT FROM NE COR OF SEC 9 T9N R2W SLM, POB BEING THE SELY COR OF VEGA PTRSHP PROP ON THE NLY R/W LINE OF ST HWY 13, N 74°50'17W 31.76 FT ALG SD NLY R/W LINE, N 4°00'00W 500.38 FT, N 86°00'00E 30 FT TO E/L OF SD VEGA PROP, S 4°00'00E 510.80 FT TO POB. BASIS OF BEARING IS N/L OF NE/4 OF SEC 9 AS S 88°15'40W. CONT .348 ACRES

03-074-0042

A PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 2 WEST, SLB&M. BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 13 LOCATED 1940.12 FEET SOUTH 88°15'40" WEST ALONG THE NORTH LINE OF SAID SECTION AND 190.46 FEET SOUTH 00°00'00" WEST AND 606.30 FEET SOUTH 04°00'00" EAST AND 245.97 FEET SOUTH 74°50'17" EAST FROM THE NORTHEAST CORNER OF SAID SECTION 9, AND RUNNING THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 13 NORTH 74°50'17" WEST 246.00 FEET, THENCE NORTH 04°00'00" WEST 260.80 FEET, THENCE SOUTH 74°50'17" EAST 260.00 FEET, THENCE SOUTH 01°02'43" EAST 256.55 FEET TO THE POINT OF BEGINNING.

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

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 3rd day of February, 2015, by the Board of County Commissioners of Box Elder County, Utah,



Attest:

Marla Young
Marla Young
Box Elder County Clerk

Commissioner Scott
Commissioner Summers
Commissioner Hadfield

Voting *Aye*
Voting *Aye*
Voting *Aye*

Jeffrey D. Scott
Box Elder County Commission