

**MINUTES
BOX ELDER COUNTY COMMISSION
MAY 18, 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 11:15 a.m. on **May 18, 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 11:30 a.m.

The regular session was called to order by Chairman Scott at 11:30 a.m. with the following members present, constituting a quorum:

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

The prayer was offered by Commissioner Hadfield.
The Pledge of Allegiance was led by Recorder Chad Montgomery.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF MAY 04, 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**Meeting with BLM Representative – Commissioner Summers**

Commissioner Summers stated he met with Kevin Oliver of the BLM and discussed several things pertinent to the county and the state. He said Mr. Oliver brings a voice of reason and is very willing to work with the county.

Landfill Weekend Hours – Commissioners

Chairman Scott stated the commissioners received an e-mail regarding the landfill hours on weekends. He explained the landfill is open two Saturdays per month and during those days patrons can pay for one load and return again that day without additional costs. On Saturdays there aren't commercial trucks dumping, so the costs for personnel and operations every Saturday is high without the revenue coming from the commercial dumping.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**Farmers Market – David Walker**

David Walker with Historic Downtown Brigham City and Paul Larsen, Economic Development Director of Brigham City provided the commissioners with a written plan regarding holding a Farmers Market in the parking lot of the county courthouse. Mr. Walker explained some items in the plan including the location of booths, sanitation, public safety, parking, insurance coverage, and business licensing. He stated they would not be utilizing the lawn for part of the market.

Paul Larsen stated Brigham City will issue a special event permits for the summer. Agricultural vendors will be exempt.

MOTION: Commissioner Hadfield made a motion to approve the use of the courthouse parking lot subject to items in the plan. The motion was seconded by Commissioner Summers and unanimously carried.

(See Attachment No. 2 – Plan.)

UAC UNEMPLOYMENT SERVICES POWER OF ATTORNEY #16-11 – JENICA BAGGS

HR Director Jenica Baggs explained Utah Association of Counties has a new unemployment service they are providing for counties. It will help in unemployment tax matters and help fight claims. It will be a valuable resource to the county. Ms. Baggs said it is necessary to sign a contract and power of attorney.

MOTION: Commissioner Summers made a motion to approve contract #16-11 with UAC. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 3 – Contract.)

LETTER OF SUPPORT FOR COMPASS MINERALS LINE PROJECT – BILL GILSON

Road Supervisor Bill Gilson read the letter of support regarding the Compass Minerals Line Project. He stated the project is on the east side of the Hogup Mountains in West Box Elder County. The pipeline will be used to provide water delivery and a pump house for dike sealing of the Compass Mineral Ponds as well as a long term pump station for water maintenance.

MOTION: Commissioner Hadfield made a motion to approve the letter of support to the BLM regarding the Compass Minerals Line Project. The motion was seconded by Commissioner Summers and unanimously carried.

(See Attachment No. 4 – Letter.)

GRAVEL PIT AGREEMENT #16-12 – BILL GILSON

Road Supervisor Bill Gilson explained the contract is with Lyle Nessen. The contract will facilitate getting gravel from a source located by the project site. The cost is a little more than usual for gravel, but will cost the county less in travel time and costs due to distance. Mr. Gilson said it makes sense to get the gravel from the closer source.

MOTION: Commissioner Summers made a motion to approve Contract #16-12 with Lyle Nessen. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 5 – Contract.)

CRACK SEAL BID AWARD – BILL GILSON

Road Supervisor Bill Gilson explained the bids are for crack sealing along Golden Spike Road, Faust Valley Road, and Marble Hills. Three companies submitted bids. Advanced Paving came in with the lowest bid of \$28,600.00, M&M Paving at \$36,992.43, and Morgan Paving at \$83,800.00

Bill Gilson stated they are adding two other road sections by Plymouth to the project and received four bids. Advanced paving submitted a bid of \$6,897.75, M&M Paving was \$10,150.50, PR Paving was \$9,862.50, and Staker Parsons bid was \$22,500.00.

MOTION: Commissioner Hadfield made a motion to award the crack sealing bid to Advanced Paving. The motion was seconded by Commissioner Summers and unanimously carried.

COMMENTS TO BUREAU OF LAND MANAGEMENT – SCOTT LYONS

County Planner Scott Lyons explained the BLM held a public comment period regarding their proposed “Planning 2.0” process for planning public lands. He presented the commission with their draft comments and asked them to review them. The comments are due by May 25, 2016.

Chairman Scott stated the comments have hit all the necessary points of issue and is not so detailed that the BLM wouldn’t listen to it.

MOTION: Commissioner Summers made a motion to authorize the chair to sign comments to the BLM. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 6 – Letter.)

BROOKSIDE ESTATES SUBDIVISION PHASE 3 – SCOTT LYONS

County Planner Scott Lyons stated the Brookside Estates Subdivision Phase 3 is located at 4000 West 16000 North, south of the Fielding City limits. It is a five-lot subdivision. The plat has been through all the necessary department reviews except the final review of the county attorney.

MOTION: Commissioner Hadfield made a motion to approve the Brookside Estates Subdivision Phase 3 pending review of the county attorney. The motion was seconded by Commissioner Summers and unanimously carried.

TRINITY COOK AGRICULTURAL SUBDIVISION – SCOTT LYONS

County Planner Scott Lyons explained there is a slightly different process for agricultural subdivisions from other subdivisions. An agricultural subdivision is exempt from plat requirements. Anything over five acres can be split off and sold for agricultural use only and the state code regulates the agricultural subdivisions. He said the Trinity Cook Subdivision has been through planning commission with recommendations of approval. It needs final approval by the county attorney.

MOTION: Commissioner Summers made a motion to approve the Trinity Cook Agricultural Subdivision upon approval of the county attorney. The motion was seconded by Commissioner Hadfield and unanimously carried.

PARCELS TO BE REMOVED FROM 2016 TAX SALE – TOM KOTTER

This item was cancelled.



AWARD MSF TAX FEASIBILITY STUDY AGREEMENT #16-13 TOM KOTTER

Auditor Tom Kotter stated they sent out an RFP for a feasibility study for the Municipal Service Tax. Two companies submitted proposals for the study. Lewis Young Robertson and Burningham submitted \$14,700 and Zion's Public Finance \$19,300. The selection committee reviewed each proposal and has recommended Lewis Young Robertson and Burningham.

Jason Burningham of Lewis Young Robertson and Burningham gave a brief explanation of the processes going forward such as: town hall style meetings, looking at levels of service, special service districts, and fee approaches.

Commissioner Summers commended Auditor Kotter for foreseeing things that will impact the county in the future.

MOTION: Commissioner Hadfield made a motion to award the bid for the MSF Tax Feasibility Study to Lewis Young Robertson and Burningham and approve agreement #16-13. The motion was seconded by Commissioner Summers and unanimously carried.

(See Attachment No. 7 – Agreement.)

CIP RECOMMENDATION FOR SHERIFF'S PUBLIC SAFETY BUILDING – TOM KOTTER

Auditor Kotter stated the CIP Committee met and discussed the public safety storage building. He said the committee does a good job of understanding what the county needs. The CIP committee unanimously recommended the project for \$720,000. The bid for the project is \$661,000, but they felt it prudent to add a 10 % contingency.

MOTION: Commissioner Summers made a motion to approve the CIP Committee's recommendation for the Sheriff's Public Safety Building. The motion was seconded by Commissioner Hadfield and unanimously carried.

1ST DISTRICT COURT BAILIFF/SECURITY CONTRACT – SHERIFF POTTER, SERGEANT MURPHY

Sheriff Kevin Potter explained the Bailiff/Security contract is the same as previous years. He stated the reimbursement from the state does not quite cover their costs but feels it is a good agreement. He mentioned with more required court appearances, it will increase the number of bailiffs needed in the future.

MOTION: Commissioner Hadfield made a motion to approve Contract #16-14 with First District Court. The motion was seconded by Commissioner Summers and unanimously carried.

(See Attachment No. 8 – Contract.)

PUBLIC COMMENT PERIOD

DeAnna Hardy of Brigham City expressed concern about the tourism tax grant being given to the Historic Downtown Brigham City for a farmers market as it will compete with the private sector. She thinks the government has no right to target restaurants and hotels. She urged the commission to stand up for the people's constitutional rights and not be involved in the free market. She asked the commission to get rid of the tourism tax to allow the people to keep their own money.

RECESS

MOTION: At 12:38 a motion was made by Commissioner Hadfield to recess regular commission meeting to hold an MBA meeting. The motion was seconded by Commissioner Summers and the meeting recessed.

MOTION: At 12:48 a motion was made by Commissioner Summers to reconvene regular commission meeting. The motion was seconded by Commissioner Hadfield and the meeting reconvened.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved for payment: Claims 99384 through 99422 in the amount of \$332,352.85. Claims 99423 through 99513 in the amount of \$176,267.34. Claims 99412 and 97895 were voided.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

BUILDING INSPECT:	Codey Illum, compensation change, effective 05/09/2016
FIRE DEPT:	Todd Richards, rehire, effective 05/20/2016
FIRE DEPT:	TJ Reeder, volunteer, effective 05/18/2016
FIRE DEPT:	Candice Reeder, volunteer, effective 05/18/2016
FIRE DEPT:	Rilee Jo Ellis, volunteer, effective 05/18/2016
FIRE DEPT:	Daniel Bingham, volunteer, effective 05/18/2016
JUSTICE COURT:	Carrie Nelsen, separation, effective 05/12/2016
RECORDER:	Brock Butler, compensation change, effective 05/05/2016
ROAD DEPT:	Robby Dilg, rehire, effective 05/09/2016
ROAD DEPT:	Robby Dilg, cell phone allowance, effective 05/09/2016
ROAD DEPT:	Terry MacFarlane, new hire, effective 05/09/2016
ROAD DEPT:	Terry MacFarlane, cell phone allowance, effective 05/09/2016
ROAD DEPT:	Eric Waters, rehire, effective 05/09/2016
ROAD DEPT:	Eric Waters, cell phone allowance, effective 05/09/2016
SHERIFF'S DEPT:	David Nichols, compensation change, effective 04/06/2016
SHERIFF'S DEPT:	Scott Young, compensation change, effective 05/02/2016
WELCOME CENTER:	Emily Peterson, new hire, effective 05/10/2016

CLOSED SESSION

Strategy session to discuss the character, professional competence or physical or mental health of an individual.

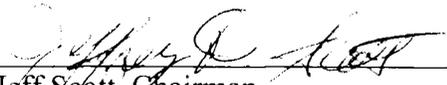
MOTION: At 1:02 p.m. a motion was made by Commissioner Summers to move into a closed session to discuss personnel issues. The motion was seconded by Commissioner Hadfield and unanimously carried.

MOTION: At 1:10 p.m. a motion was made by Commissioner Summers to reconvene into regular commission meeting. Commissioner Hadfield seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

ADJOURNMENT

A motion was made by Commissioner Hadfield to adjourn. Commissioner Summers seconded the motion, and the meeting adjourned at 1:12 p.m.

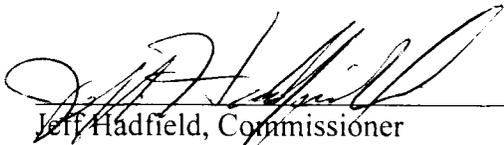
ADOPTED AND APPROVED in regular session this 1st day of June 2016.



Jeff Scott, Chairman



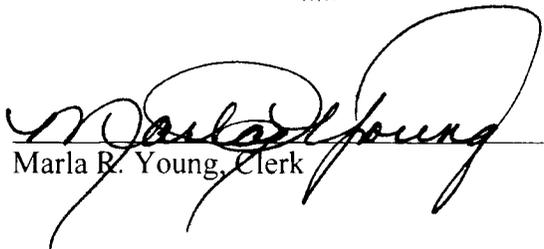
Stan Summers, Commissioner



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 May 18, 2016** 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 Scott
Invocation: Commissioner Hadfield
Pledge: Recorder Chad Montgomery
Approval of Minutes of May 4 2016
- *11:35 – 11:38 Administrative Review/Reports/Future Agenda Items – Commissioners
- *11:38 – 11:40 Former Agenda Items Follow-Up – Commissioners
- *11:40 – 11:42 UAC Unemployment Services Power of Attorney #16-11 – Jenica Baggs
- *11:42 – 11:47 Letter of Support for Compass Minerals Line Project – Bill Gilson
- *11:47 – 11:52 Gravel Pit Agreement #16-12 – Bill Gilson
- *11:52 – 11:57 Crack Seal Bid Award – Bill Gilson
- *11:57 – 11:59 Comments to Bureau of Land Management – Scott Lyons
- *11:59 – 12:01 Brookside Estates Subdivision Phase 3 – Scott Lyons
- *12:01 – 12:03 Trinity Cook Agricultural Subdivision – Scott Lyons

- *12:03 – 12:08 Parcels to be Removed from 2016 Tax Sale – Tom Kotter
- *12:08 – 12:13 Award MSF Tax Feasibility Study Agreement #16-13 – Tom Kotter
- *12:13 – 12:18 CIP Recommendation for Sheriff’s Public Safety Building – Tom Kotter
- *12:18 – 12:20 1st District Court Bailiff /Security Contract – Sheriff Potter, Sergeant Murphy
- *12:20 – 12:30 Public Comment Period
Rules: (1) Please Speak Only Once (Maximum of 3 Minutes)
(2) Please Speak in a Courteous and Professional Manner
- *12:30 – 12:35 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 11:30 a.m.

Prepared and posted this 13th day of May 2016.

Mailed to the Box Elder News Journal, the Leader, and the Standard Examiner this 13th day of May 2016.

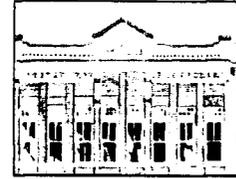

Marla R. Young *Senior Clerk*
Box Elder County Clerk

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.



Historic Downtown Brigham City
95 South Main St
Brigham City, UT 84302
info@historicbrigham.org



May 12, 2016

Box Elder County Commission

Attn: Stan Summers, Chairman
1 South Main St
Brigham City, UT 84302

RE: Farmers Market Project Follow Up

Dear Mr. Summers and Commission,

We respectfully submit the following information for further consideration in seeking approval to conduct a Farmers Market at the County Courthouse parking lot in Brigham City, beginning June 25, 2016 and ending September 3, 2016

Included in this package you will find:

1. Overview of the Market
2. Parking lot utilization map
3. Vendor Application to Market
4. Information about Historic Downtown Brigham City (sponsor)

According to Roger Brooks (tourism consultant), Public Markets are the #1 downtown revitalization strategy in the world. There is nothing we can do for less money that will have the same positive economic impact. It will increase our tax base, increase consumption of local products, and encourage tourism. Most important, it can help energize the Historic District in Brigham City.

We believe the cost to the County to be very low. And we will provide full-time staffing at all times the market is in operation to ensure a clean, secure, and orderly event. We have the support of our city economic & community development departments as well.

Thank you for considering our proposal, we appreciate all you do to make this county an exceptional place to live and raise a family.

Respectfully,

David R. Walker, Director
Historic Downtown

A11 #2

Farmers Market Project Overview

5/16/2016

- Sponsor: Historic Downtown Brigham City, a 501(c)3 non-profit main street program
- Contact: David or Donna Walker Main Phone: 435-538-7949 (o)
95 S. Main St. Cell Phone: 801-791-7236 (c)
Brigham City, UT 84302 email: david@historicbrigham.org
- Overview: Public market where local produce, food & beverages, artisan items, hand crafted and homemade products, and antique/collectible items are sold directly to the community.
- Location: South parking lot of the Box Elder County Courthouse, utilizing the painted parking spaces (or temporarily marked spaces where no markings exist). Each parking space would constitute a "booth" at the market with a limit of 3 booths per vendor.
- Dates/Time: Each Saturday morning from June 18th – September 3rd, 2016. The parking lot would be occupied from 7:00 am until 1:00 pm each. The official market hours would be 8:00 – 12:00.
- Cost: Vendors will be charged \$5.00 per market day, or \$50.00 for the season for a normal booth. There are 12 market days this season. Premium booths and food trucks, pay \$10.00 per market day. See lot use for details.
- Signage: A single temporary banner would be setup on Friday evening after 5:00 pm on the western edge of the south parking lot, next to the main street sidewalk. The sign would be removed no later than 1:00 pm on the following day (Saturday).
- Lot Use: Each parking space in the south parking lot constitutes a "booth" at the market. Booths not clearly marked by paint will be marked with temporary tape. Premium booths are those spaces that touch the main street sidewalk. Food trucks will park in the rows furthest from main street.
- Vendors may utilize a vehicle, a wagon/trailer, a push cart, a tent/awning, or their vehicle to vend from. The only condition is that they remain within the lines of their respective parking spaces.
- Attendance: We are planning for 50 vendors during the first season. Vendors are placed on a first come, first served basis. Registering online constitutes a timely registration. We don't have experience to project visitor count, but would expect less than 500 at any given time during the market.
- Security: A representative of Historic Downtown will be present at all times the market is in operation. Our main security concern is that the parking lot be empty when we arrive. Our secondary concern is that we have the support of the Police or Sherriff's department to address any security issues that may arise.
- Sanitation: Public restrooms will be available at 57 S. Main Street in the Union Block Building and at participating merchants on main street. We will also have 1 large garbage can per 10 market vendors.

Historic Downtown Brigham City
Farmers Market 2016
95 S. Main St
Brigham City, UT 84302



Dear Vendor:

Historic Downtown Brigham City welcomes you to the 2016 Farmer's Market. We look forward to seeing your unique items and hope it will be a profitable season. Enclosed please find an application, a map of booth locations, Brigham City business license form, public safety check list, liability release, and vendor's rules.

This single application, once approved, will be the extent of your paperwork for the season. However, your application will not be processed for a space at the market until all forms and a deposit have been submitted. You may send applications in the following manner by the preceding Wednesday of any market day. For seasonal vendors, this application is due June 15, 2016:

By US Mail or Overnight	In Person	By Facsimile	By Email
The Farmers Market 95 S. Main Street Brigham City, UT 84302	The Farmers Market 95 S. Main Street Brigham City, UT 84302	435-723-9274	farmersmarket@historicbrigham.org

It is your responsibility to call and verify the receipt of your application.

The Brigham City Farmers Market will be in operation each Saturday, starting June 18th until September 3rd, 2016, from 7:00 a.m. – 1:00 p.m. at the South County Courthouse parking lot in Historic Downtown Brigham City. The purpose of this market is to bring high quality locally sourced goods to our community, including fresh produce and foods, fresh baked goods, prepared food, artisan and handcrafted items, works of art, and other items not mass produced.

In order to maintain the quality and variety of items at the market, each vendor must specify and sell items in the category for which they apply. To ensure the variety and quality of products offered, we reserve the right to decline your application

Booth space is allocated on a first come, first served basis, so please respond quickly. Seasonal vendors may select specific booth(s) for the entire season. A vendor map showing reserved booths will be published online by noon on each Friday during the season at www.historicbrigham.org/farmersmarket. See Rules & Regulations for booth forfeiture.

Booths are defined as the marked and/or painted parking stalls located at the County Courthouse south parking lot. Booths are rented on a weekly, or seasonal basis for the nominal fee of \$5.00 per day. The first row of parking stalls adjoining the sidewalk on Main Street are premium & juried booths so that we may maintain the look and feel of the market. Multiple adjacent booths (stalls) are available, with a limit of 3 booths.

We would love to have you join us for The Farmers Market and look forward to an enjoyable season. If you have any questions feel free to call 435-538-7949. Thanks for your interest in The Farmers Market.

Sincerely,
David R. Walker
Market Director

The 2016 Farmers Market- Booth Application
Deadline for complete season vendors is: June 15, 2016
Location: County Courthouse South Parking Lot

Office Use Only	
Date Received	_____
Payment Method	_____
Amount Received	_____
Booth	
Number _____	

Applications are not complete until all registration forms are complete and accepted by The Farmers Market

Payment and booth choices must accompany this application. Only merchandise listed on application will be allowed for sale.

Company Name: _____

Contact Person: _____ Phone 1 #: _____ Phone 2 #: _____

Address: _____ City: _____ State: _____ Zip: _____

E-Mail Address: _____

Please be sure the information you return is accurate as this will be used for future mailing. Thanks!

Categories: (select one category)

- Food: Garden Produce, Eggs & Dairy, Beverages, Baked Goods, Candy & Treats, or Food Truck
- Art: Original Works of Art & Crafts, Furniture, Handmade Jewelry, Antique & Vintage items, Photography
- Consumables: Clothing, Soaps & Lotions, Soft Goods, Gardening, Toys,
- Other: Please describe your items if not included in one of the above categories:

You are responsible for complying with food inspection, labelling, and safety requirements. You may sell only the type of items (be specific) that you have listed above, one category per booth.

You may NOT sell or hand out guns of any kind, laser pointers, knives, martial arts stars, marshmallow shooters, potato guns, bows and arrows of any kind, shocking toys, snaps, poppers, fireworks of any kind, swords-metal or plastic with pointed ends, or any toy that resembles these items or that could be in any way misconstrued as a weapon!

Historic Downtown directors have final say and Vendors must comply with market director requests.

Booth Location: All booths for the Farmers Market are located at the Box Elder County Courthouse south parking lot. Booths are filled on a first come, first served basis, except for Premium and Food Truck booths. These are clearly marked on the map. An online reservation is a timely filed application, once fees have been paid.

Booth Space: A booth is defined as a single parking stall, the painted or marked lines are the boundaries. You may (except premium booths) setup your booth in any manner desired. Tents, carts, wagons, automobiles, etc. are all accepted. The only requirement is to stay OFF the paint or marking stripes and not extend beyond the parking stripes or marks. You may rent no more than 3 adjoining booths. If you require more space than a single parking stall, you MUST pay for an additional stall. THERE IS NO SPACE BEHIND OR BESIDE YOUR BOOTH FOR CHAIRS/STOCK.

Walkways are only in front of booths and need to be kept clear at all times for the safety of our visitors and other vendors/officials. No exceptions.

Booth Cost: Each booth/stall is \$5.00 per market day, complete season vendors receive two weeks free, premium and food truck booths are \$10.00 per market day.

Booth Fee Includes: Paved parking space only ___initial

Booth Fee does NOT Include: Power, tables, dividers, tents, awnings or ANY equipment ___initial

Payment:

Payment may be made by cash, check, money order, cashier's check, or credit card

Checks: Make Checks Payable to Historic Downtown Brigham City or The Farmers Market

Credit Cards: Historic Downtown Brigham city accepts **all major credit cards.**

Special note: The Farmers Market is a family oriented marketplace. Nothing vulgar, sexually explicit, suggestive, or not keeping with the family oriented atmosphere of The Farmers Market will be approved for display or sale. All vendors must dress appropriately and maintain a clean booth area. The Farmers Market prohibits the sale and/or consumption of alcoholic beverages in the vending areas.

Market Open Times: Saturday, June 18th through Saturday September 3rd
8:00 am – 12:00 Noon Your booth reserved from 7:00 am – 1:00 pm

NO REFUNDS AFTER JUNE 1, 2016 _____ Initial

Failure to comply with market rules found in these documents will result in removal with no refund!!!!

Return Application to: Historic Downtown Brigham City
95 S Main St
Brigham City, Utah 84302

Any questions call: 801-452-7967

Liability Release: I, the undersigned, agree to indemnify and hold harmless Historic Downtown Brigham City and Brigham City Corporation, their agents, volunteers, or employees from any and all liability for bodily injury or property damage or loss sustained by me, any agents and/or employees as a result or arising out of activities conducted or engaged in pursuant to this agreement. I further agree to abide by all the rules and regulations pertaining to these events set forth in these documents or any other written or verbal directions from the directors of this event.

Signature: _____

Date: _____

The Farmers Market Vendor Rules

You must initial each rule to indicate specific agreement.

_____Initial 1. Booth space is a single parking stall marked by paint or tape (if paint not present). If you require more than one (1) space you MUST pay for additional space. You may not store or display any items on the outside of your booth.

_____Initial 2. You may conduct business **only** from your assigned space. You may not solicit, sell or collect names or in any other way conduct business outside of your booth space.

_____Initial 3. **You may NOT sell guns of any kind or any toy that resembles a weapon or that could be in any way misconstrued as a weapon!**

_____Initial 4. You may be required to have a temporary business license. There is a one-time charge of \$5.00 for a temporary business license. Produce and locally sourced agriculture items are exempt from temporary business licenses.

_____Initial 5. Vendor check in for the market begins at 7:00 am. Enter the market from 100 E and park in the Vendor Parking area. You may vend directly from your vehicle in a booth, however you will be assigned a space in the back row of the market and will not be able to drive your vehicle from the market until closing time. Booth areas are **TOW AWAY ZONES** and if you park in the vending area, outside of your designated booth— **you will be towed**

_____Initial 6. If you have a complaint or issue with another vendor, please contact a Farmers Market director to discuss it. The Farmers Market director will then handle it and speak to the vendor if needed.

_____Initial 7. No electricity or equipment or furnishing of ANY kind are provided. You must bring your own tents, awnings, tables, chairs, etc. Please plan accordingly and ensure your tents are secured without any stakes.

_____Initial 8. Security: Historic Downtown Brigham City and Box Elder County are not responsible for items in your booth or your personal belongings or in your parked vehicle.

_____Initial 9. Vendors must remove their own trash and debris. Garbage cans in the market are for our visitors. You may utilize them on a space available basis after the market closes.

_____Initial 10. Set Up/Take Down: Setup begins at 7:00 am on market days and ALL vendors must be torn down on Saturday afternoon by 1:00 pm.

_____Initial 11. Special note: The Farmers Market is a family oriented event. Nothing vulgar, sexually explicit, suggestive, or not keeping with the family oriented atmosphere of The Farmers Market will be approved for display or sale. The Farmers Market prohibits the sale and/or consumption of alcoholic beverages in the vending areas.

_____Initial 12. All vendors except those with a Utah State sales tax exemption number must collect and pay sales tax to the Utah State Tax Commission. All tax transactions are between you and the State of Utah. Vendors who have questions should contact the Utah State Tax Commission directly. If you have a tax compliance issues with the State of Utah, they can stop you from participating in the The Farmers Market. Auditors at the State Tax Commission DO have a list of vendors and will contact you if you fail to report and pay sales tax.

I agree to all rules presented on these pages. I will follow these rules as well as any other instructions given to me by The Farmers Market director, or volunteers. Failure to follow these rules may affect your participation in future events

Signature: _____

Date: _____



BRIGHAM CITY PUBLIC SAFETY CHECKLIST
while attending
The Farmers Market 2016

1. Public restrooms are available in the Union Block Building at 57 S. Main or in participating stores
2. No propane stoves, lanterns, or heaters of any kind located inside any booth.
3. No power generation equipment allowed. If you need power use a battery based system.
4. All exits must be free of objects. NO stacking in the exits.
5. No gasoline powered equipment of any kind may be operated inside of booths.
6. All helium bottles must be secured to avoid being knocked over.
7. Canopies or temporary awnings must be secured by sandbags or water jugs to avoid being tipped over.
8. All lanes between booths must be kept clear at all times. You MAY NOT block lanes between booths
9. Temporary Brigham City business licenses must be clearly displayed.

NOTE: Vendors found in violation of the Public Safety Check List requirements will be precluded from future events and all local, state, and federal laws will be administered accordingly.

Date

Signature

Liability Release for The Farmers Market 2016

Company Name _____

Contact Name _____ Phone _____

Historic Downtown Brigham City and Box Elder County do not discriminate on the basis of race, color, national origin, sex, religion, age, or disability. If you need assistance due to a disability, please notify Historic Downtown Brigham City at 435-538-7949

Please fill out the following statement and send it with your enclosed request form.

I, _____, have read and understand the above rules and regulations and understand that if I do not comply I will be immediately removed from The Farmers Market without a refund.

Signed _____

Date _____

Liability Release: I, the undersigned, agree to indemnify and hold harmless Historic Downtown Brigham City and Brigham City Corporation, their agents, employees, or volunteers from any and all liability for bodily injury, or property damage, or loss sustained by me, my agents, customers, employees, and/or any other individuals passing by my booth location as a result of or arising out of our activities conducted or engaged in pursuant to this agreement. I further agree to abide by all the rules and regulations pertaining to these events set forth in these documents and any other written or verbal directions from the directors of this event.

Signed _____





Dear Farmers Market Participant:

Welcome to Brigham City. We hope your market experience is both profitable and enjoyable. For your convenience a consolidated business license application may be found at the bottom of this greeting. If you sale anything other than locally grown agricultural products a business license is required to participate in the Farmers Market. Please provide the requested information so that we may expedite the processing of your license.

Thank you for letting us be of service. Sincerely,

Brigham City Corporation

The Farmers Market Office Use Only

Location:

Booth Number:

BUSINESS LICENSE SPECIAL EVENT APPLICATION

Issued _____ Approved _____
Business License No. _____
Application/License Fee _____
Other Fee _____
Total _____
[] Check [] Cash [] Charge Business Code: _____
Receipt # _____ Date Rec'd _____
Zoning District: _____ CUP#: _____

Business Name _____

Mailing Address _____ City _____

State _____ Zip _____

Bus. Phone () _____

Federal ID: [] _____ SSN _____

Describe Business: (Add additional pages as needed) _____

Business Owner's Name _____

Date of Birth ____ / ____ / ____

Signature of Authorized Agent/Owner _____

Date _____

Office Use Only:

Special Event Location: Box Elder County Courthouse Parking Lot

Date of Sale: June 10 - 11, 2016

Temp. Sales Tax# _____

APPROVED BY _____

Date _____

UTAH DEPARTMENT OF WORKFORCE SERVICES

Unemployment Insurance

P.O. Box 45288

Salt Lake City, Utah 84145-0288

#16-11



POWER OF ATTORNEY / AUTHORIZATION OF AGENT FORM

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Box Elder County

a local government Federal Identification Number: 87-6000293
(*corporation, partnership, individual*)

State Identification Number: 4-910311-0 State: Utah

Having its principal office at: 1 South Main Street, Brigham City, UT 84302

Does hereby constitute and appoint: Employer Advocates LLC
P.O. Box 25236, Salt Lake City, UT 84125-0236
Telephone: 801-974-5599 Fax: 801-974-4466

(*legal name and complete address*)

its divisions and subsidiaries the true and lawful attorneys-in-fact of the undersigned, until further written notice, to represent the undersigned before any and all government bodies, agencies or instrumentalities, in all matters affecting unemployment insurance taxes including, without limitation, the following:

(*Check all that is applicable:*)

- Unemployment tax matters**
- Unemployment claims matters (determinations, hearing notices, appeals, benefit charges)**

Each of said attorneys-in-fact shall have the power to act with or without the others and the power authority to perform, in the name and on behalf of the undersigned, every act necessary to carry out the subject matter hereof as fully as the undersigned could do. The undersigned hereby ratifies and approves the acts of said attorneys-in-fact. The services to be performed shall specifically exclude any which now or in the future may be deemed to be the practice of law.

(*MUST check applicable box:*)

- Please change the address of record to the following attorney-in-fact address:**
Employer Advocates LLC
P.O. box 25236, Salt Lake City, UT 84125-0236
Telephone: 801-974-5599 Fax: 801-974-4466

- Do not change the address of record.**

A7743



This Authorization:

(MUST check applicable box:)

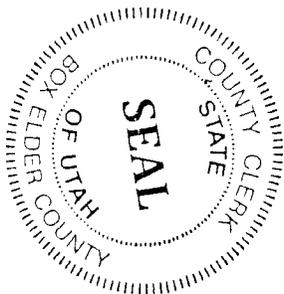
- supersedes and revokes any prior power of attorney authorization from the undersigned relating to the subject matter hereof, and is valid from this date until rescinded by a letter or superseded.
- is in addition to any prior power of attorney authorization from the undersigned relating to the subject matter hereof, and is valid from this date until rescinded by a letter or superseded.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Authorization this 13th day of May, 2016.

Notary or company seal, (if applicable):

Box Elder County
Name of Company (:ype or print)

By: Jeffrey D. Scott
Signature (Authorized Officer)



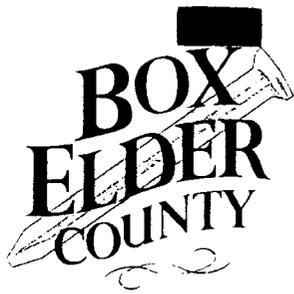
Jeffrey D. Scott, Commission Chair
Name and Title (type or print)

WITNESS:

Marla R. Young
Signature

Marla R. Young County Clerk
Name and Title (type or print)





COMMISSION OFFICE

Stan Summers • Jeff Scott • Jeff Hadfield
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

May 18, 2016

Kevin E. Oliver
District Manager
BLM Salt Lake Field Office
2370 S. Decker Lake Blvd.
West Valley City, UT 84119

RE: LETTER OF SUPPORT FOR COMPASS MINERALS WATERLINE PROJECT

Box Elder County has been informed of the slated Waterline Project that Compass Minerals is planning to put in down the east side of the Hogup Mountains in West Box Elder County. The Dove Creek Pipeline Project, located in west Box Elder County 16 miles southeast of Park Valley, will include a water well pump house and a 24.8 mile HDPE pipeline (6-inch to 12-inch diameter) to serve as a distribution pipeline from the well pump house to existing evaporation pond facilities operated by Compass Minerals.

Dove Creek Grazing, LLC, a subsidiary company of Compass Minerals, will provide the delivery water system facilities. The pipeline and pump house will be used to pump water for dike sealing of the Compass Minerals ponds, provide long term pump station maintenance water, and provide stock water for livestock for the private landowners in the area. The pipeline will cross BLM, SITLA, and private land and will be installed subsurface beneath the previously disturbed county maintained road right of way.

The dike sealing project will enable Compass Minerals to reduce its annual brine draw from the GSL by about 20% as the effort will reduce leakage. The project has been widely supported by regulatory agencies and environmental and conservation stakeholder groups by virtue of its direct benefit to the water of the GSL. The project was the recent recipient of the Utah Division of Oil, Gas, and Mining's (DOG M) 2016 earth Day Award. It was also awarded DOGM's Best of the Best Earth Day Award granted for the first time to this project for its significant benefits and for the efforts of Compass Minerals to collaborate with conservation stakeholders.

Compass Minerals has met with and preplanned this project with our County Road Department alleviating any road issue concerns with us.

A17 #4

We see the potential for the cost savings and beneficial use of resources in Box Elder County to put in the new bentonite concrete canal system. Optimizing the Great Salt Lake's resources, Compass Minerals will invest significant capital to implement this project resulting in a sustainable operation with not only commercial revenue and a strong underpinning of an important tax source, but valuable ecological benefits as well.

For the above reasons the County Commission is in full support of this project.

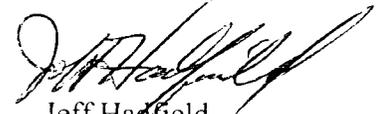
Sincerely,



Jeffrey D. Scott, Chair
County Commission



Stan Summers
Commissioner



Jeff Hadfield
Commissioner



GRAVEL LEASE AGREEMENT

#16-12

This agreement made this 18th day of May 2016. Between:

Lyle Nessen 17485 W Blue Creek Drive (Phone) 435-471-2203

Howell Utah 84316 (City) (State) (Zip)

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

RECITALS:

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

- 1. Lessor does hereby lease to Lessee that certain real property located 41 degrees 49' 2.29" N 112 degrees 26' 46.8" W (a 10 acre diameter area on the southeast end of GPS point and commonly referred to as Nessen Pit, more specifically described in Exhibit 'A' (hereinafter referred to as the "Leased Premises"), for the purpose of allowing Lessee to excavate gravel on the terms and conditions set forth in this Gravel Lease Agreement.
2. The term of this lease shall be from the date of the execution of this agreement until January 1, 2017.
3. The Leased Premises shall be used by Lessee for the excavation of gravel, and Lessee may remove gravel from the Leased Premises in such manner in such amounts as Lessee may desire from time to time during the term of this Agreement. A royalty of \$1.75 per ton shall be paid by Lessee to Lessor for the gravel removed from the site. Lessee shall keep accurate records showing the amount of gravel removed from the Leased Premises and Lessee shall be responsible to measure the same in a reasonable fashion so as to fairly and accurately establish the amount of gravel removed from the Leased Premises.
4. Lessee shall pay any and all royalties owed to Lessor for removal of gravel from the Leased Premises by providing Lessor with road grading and gravel hauling services as directed by Lessor at the same rates Lessee would charge to perform such service for other municipalities in Box Elder County. Provided however, that all such service provided by Lessee in payment of royalties due under this Agreement shall be completed by January, 1 2017 and Lessee shall provide Lessor with an itemized and

Att #5

written summary of the type and value of service provided in payment of the royalties owed.

5. Lessee hereby agrees to save and hold harmless the Lessor of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of any act or omission of the Lessee or any of Lessee's employees or agents in connection with the excavation of gravel pursuant to this Lease Agreement.
6. At the conclusion of the Gravel Lease Agreement, Lessee shall restore the Leased Premises as set forth in the Restoration Plan attached hereto as Exhibit "B". Restoration shall be completed within six (6) months of the termination of this Lease Agreement, and the Lessee shall have access to the Leased Premises following the termination of the Lease Agreement as may be reasonable necessary to implement the Restoration Plan.
7. Lessee shall not change the real estate tax classification of the Leased Premises during the term of this Lease or as a result of Lessee's activities on the Leased Premises.
8. Lessee shall comply with all applicable local, state and federal regulations controlling or governing Lessee's activities upon the Leased Premises, including but not limited to any applicable environmental regulations, laws or rules.
9. The roads currently existing upon the Leased Premises and any roads built by Lessee during the term of this Agreement shall be left in reasonable condition at the termination of the Agreement, with currently existing roads to be left the same as their current condition.
10. Lessee shall not assign or sublet or attempt to assign or sublet, the Leased Premises or any part thereof, without the written approval of the Lessor first obtained in writing.
11. Lessee shall surrender and deliver up the Leased Premises at the end of the term of this Agreement or any extension hereof, except as specified otherwise herein.
12. Unless otherwise specifically provided herein, the terms and provisions hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

DATED this _____ day of _____, 20____.

(Day)

(Month)

(Year)

(Property Owner, Lessor signature)

STATE OF UTAH)
COUNTY OF BOX ELDER) ss

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

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

Notary Public

DATED this 18th day of May, 2016.
(Day) (Month) (Year)

Lessee

By: *Jeff Scott*
Jeff Scott, Chairman
Box Elder County Commission

ATTEST:

Marla Young
Marla Young
Box Elder County Clerk



20-100-11

67

CO

Image Date: 8/16/2010 4:29:52 PM 162265500W 47596

Nessen Pit

47596 E/W 2/4

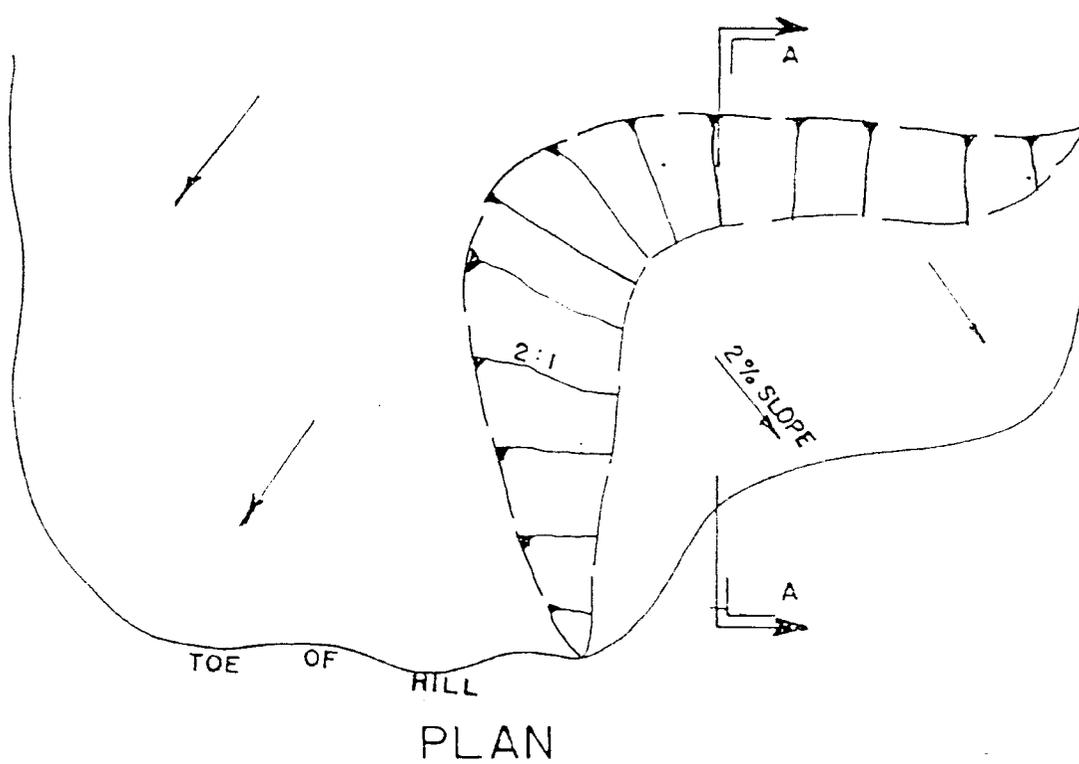
18000 WRd



Attachment B

Restoration Plan for Pit

Below is a Diagram of how we will leave the gravel pit banks. We will make every effort to slope cut banks to a 2 to 1 slope. However, some locations may not allow this.



We will seed the disturbed area of the gravel pit with High Crested Wheat grass, if the landowner wishes.



COMMISSION OFFICE

Jeff Scott • Stan Summers • Jeff Hadfield
County Commissioners

COUNTY OFFICIALS
Jeff Scott, COMMISSIONER
Stan Summers, 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

May 23, 2016

Mr. Neil Kornze, Director (630)
Bureau of Land Management
U.S. Department of the Interior
1849 C Street, N.W., Room 2134LM
Washington, DC 20240
Attention: OMB Control Number 1004-AE39

RE: Box Elder County, Utah Comments on "Planning 2.0" Rule

Dear Mr. Kornze,

Box Elder County appreciates the opportunity to submit comments in response to the BLM Proposed Planning Rule "Planning 2.0". Box Elder County officials look forward to working with Federal partners to ensure that public lands are managed in the most efficient and beneficial way possible. Below you will find our major concerns with the proposed rule.

FLPMA Consistency Requirements:

We are opposed the proposal to remove the definition for "Consistent". Box Elder County requests that the definition continue to be used in the rule as it specifies how the BLM is to be consistent with other resource related plans, policies and programs in accordance with Section 202 (c) (9) of FLPMA. Our interpretation of FLPMA, Section 202 (c) (9) is that BLM plans must be consistent with local plans to the maximum extent possible and the BLM must work to resolve to the maximum extent possible any inconsistencies between State and local plans and proposed BLM plans.

The current BLM rules provide a definition of "Officially approved and adopted resource related plans." The term currently means "plans, policies, programs and processes prepared and approved pursuant to and in accordance with authorization provided by Federal, State or local constitutions, legislation, or charters which have the force and effect of State law." The proposed rule removes reference to policies, programs and processes. Box Elder County disagrees with this proposal. We feel that the drafters of the original rule recognized that certain agencies, such as Natural Resource Conservation Districts, Water Conservancy Districts, Irrigation Companies and other entities may have plans, policies, programs or processes that may not have the effect of law, but are still important for the BLM to recognize and attempt to be consistent with. For that reason, the definition should not be changed.

The proposed 2.0 rule diminishes the role of local government planning documents to be consistent with Federal plans rather than federal plans being consistent with local government as stated in the Federal Land Policy and Management Act (FLPMA). This rule requires consistency with local plans only if

Att #6

the inconsistency is given to the agency in writing. While this is already a requirement, the significant difference in this new rule is that the opportunity to discuss inconsistencies early in the process has been diminished. Now the burden of pointing out the inconsistencies falls solely on the local governments, rather than on the federal agencies to be apprised early in the process, as is required by and intended under FLPMA. With the 2.0 Rule the consistency review would occur at the end of the planning process, after the final plan has been released, and the burden to make the review is placed on the Governor of the impacted states rather than the agency.

Landscape Level Management:

Landscape level planning across traditional administrative boundaries raises issues of concern for Box Elder County. We would prefer that land management decisions be made at the Field Office level, by officials working closest to the lands being managed. The Deciding Official should live within the state or communities most affected by BLM land management decisions. We believe that the Deciding Official should be a State Director or District Manager; while the Responsible Official should be the Field Office Manager or District Manager. We would object to a scenario where the BLM Director becomes the Deciding Official and the planning activity becomes removed from the local area to be undertaken by a project team of Washington D.C. bureaucrats responsible only to the Director.

BLM Field Office boundaries usually follow county boundaries. Box Elder County and other counties in Utah have individual resource management plans of their own; again, based on county boundaries. Attempting to plan across these boundaries may unnecessarily introduce plan inconsistencies and pit one county against another (for example, if one county is heavily reliant on natural resource development and the other is heavily reliant on tourism).

Planning at the "landscape level" often implies an "all lands" approach, which includes private, state, tribal and other federal agency lands. The proposed rule should define landscape level planning in a way that ensures that non-BLM lands within or near the BLM planning area are not affected by the BLM plan.

The use of Landscape Management to define the area of analysis will be too complex and cumbersome and will add months to the planning process. The proposal to cross State lines which will be a nightmare. This part of the proposal needs to be deleted.

Review and Comment Period:

The proposed rule reduces the amount of time from 90 days to 40 days for a comment period on a Draft EIS and from 90 days to 60 days on a Draft RMP. This is not enough time to review such a complex document that takes years to write. If anything, the comment period needs to be extended to 120 days or more as most comment periods for large plans currently receive extension requests beyond the 90 days. Recently a local rancher requested an AUM change from sheep to cattle and was told the change could "probably be reviewed by 2027". It seems hypocritical that an agency with as many employees as the BLM would realistically want to shorten the review period of small local jurisdictions with little to sometimes no staff when they can take as much time as necessary on their reviews.

Cooperating Agency Status:

Planning 2.0 diminishes the role of existing Cooperating Agency status at the local governments to a mere commenter, rather than at the special status elected bodies currently hold under the Council on Environmental Quality regulations and guidance. This rule unjustly elevates citizen and non-government

organizations participation to the same level as Cooperating Agencies, which may not be consistent with the Federal Advisory Committee Act (FACA).

Data and Science:

“High quality information” is defined as “any representation of knowledge such as facts or data, including the best available scientific information, which is accurate, reliable, and unbiased, is not compromised through corruption or falsification, and is useful to its intended users.” In the past, with the most recent example being the Greater Sage Grouse planning effort, scientific information that was clearly biased and formulated based on a political agenda was used in the development of BLM plans. We request that the definition of “High Quality Information” be amended to require such science to be peer reviewed and determined to be the best available scientific information after review and consideration of all relevant science.

We look forward to being able to discuss our concerns and comments at a public hearing held in Utah. We request an opportunity to review the next draft of the proposed rules. Inasmuch as the proposed rule is the first draft made available for local government and public review, we request that the second draft be made available for review with a review and comment period of at least 90 days. We also request a written response to our comments explaining how the proposed rule will or will not be amended as we requested.

Sincerely,



Box Elder County Commission
Jeff Scott, Chair
Stan Summers
Jeff Hadfield

**FEASIBILITY STUDY AGREEMENT
(Municipal Service Tax)**

#16-13

PARTIES

This agreement made, and effective this 18th day of May 2016, by and between Box Elder County, a political subdivision of the State of Utah, with its office located at 01 South Main St, Brigham City, UT 84302 ("County") and Lewis Young Robertson & Burningham, Inc., with its office located at 41 North Rio Grande, Suite 101, Salt Lake City, UT 84101, Federal Tax Identification #: 87-054-3133 ("Feasibility Consultant")

RECITALS

WHEREAS, the County wishes to engage a feasibility consultant to conduct a feasibility study to determine the feasibility of levying a municipal service tax on unincorporated areas of Box Elder County ("proposed municipal service tax"); and

WHEREAS, the feasibility consultant shall complete the feasibility study and submit the written results to the county legislative body of the proposed municipal service tax no later than 90 days after the feasibility consultant is engaged to conduct the study; and

WHEREAS, the feasibility consultant shall submit with the full written results of the feasibility study a summary of the results no longer than one page in length; and

WHEREAS, the feasibility consultant shall attend the public hearings and present the feasibility study results and respond to questions from the public at those hearings; and

WHEREAS, the Feasibility Consultant is willing to assist in providing such services to the County in consideration of receiving compensation as provided herein.

AZB #7

AGREEMENT

NOW THEREFORE, in consideration for the recitals listed above and the mutual promises set forth below, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Feasibility Consultant agrees to perform the following services for County:

- a. To complete the feasibility study and submit the written results to the county legislative body of the proposed municipal service tax no later than 90 days after Feasibility Consultant is engaged to conduct the study. For purposes of this provision the 90 days shall commence on May 18, 2016.
- b. To submit with the full written results of the feasibility study a summary of the results no longer than one page in length.
- c. To attend the public hearings and present the feasibility study results and respond to questions from the public at those hearings, which will take place after the 90 days
- d. To prepare a complete feasibility study, together with appendixes, an executive summary, and a PowerPoint presentation considering the following:
 - i. Population and population density within the area proposed for municipal service tax and the surrounding area;
 - ii. Current and five-year projections of demographics and economic base in the proposed municipal service tax areas and surrounding area, including household size and income, commercial and industrial development, and public facilities;
 - iii. Projected growth in the proposed municipal service tax areas and in adjacent areas during the next five years;
 - iv. The present and five-year projections of the cost, including

overhead, of governmental services in the proposed municipal service tax areas, including:

1. planning and zoning
2. business licensing
3. building permit and inspections
4. law enforcement;
5. fire protection;
6. ambulance services;
7. roads and public works;
8. weeds;
9. government offices;

v. Assuming the same tax categories and tax rates as currently imposed by the county and all other current service providers, the present and five-year projected revenue from the unincorporated areas of the county where the proposed municipal service tax would be levied; vi. A projection of any new taxes per household that may be levied within the proposed municipal service tax areas within five years of establishment of municipal service tax areas ; and vii. The fiscal impact on unincorporated areas, other municipalities, local districts, special service districts, and other governmental entities in the county.

e. For purposes of Subsection 1.d.iv above, Feasibility Consultant shall assume a level and quality of governmental services to be provided to the proposed municipal service tax areas in the future that fairly and reasonably approximate the level and quality of governmental services being provided to the proposed municipal service tax areas at the time of the feasibility study.

i. In determining the present cost of a governmental service, the Feasibility Consultant shall consider:

1. The amount it would cost the proposed municipal service tax areas

to provide governmental service for the first five years after establishment of the municipal service tax areas; and

2. The county's present and five-year projected cost of providing governmental service.
 - ii. The costs calculated under Subsection 1.d.iv above, shall take into account inflation and anticipated growth.
 - f. To prepare a short PowerPoint presentation (30 minutes or less) showing the results of the feasibility study and present the PowerPoint presentation during a County Commission meeting on a date and time to be determined located at 01 South Main, Brigham City, Utah and answer any questions posed by the County Commissioners and/or members of the public regarding the feasibility study.
2. County agrees to provide total and complete compensation in the amount of \$ 14,700.00 to Feasibility Consultant as consideration for the services listed in paragraph one (1) above. Payment shall be due within 30 days of invoicing. Invoicing shall occur when the final feasibility study and/or supplemental feasibility study(s) are delivered.
3. Feasibility Consultant states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from the County, and that this Agreement is not exclusive of other agreements, contracts, or opportunities.
4. The parties intend that an independent contractor relationship will be created by this Agreement. County is not interested in specific results, other than to fully comply with Utah Code Ann. §§ 17-34-1, 17-34-3, 17-34-4 and 17-34-5. Feasibility Consultant is not to be considered an agent

or employee of County for any purpose, and the employees of Feasibility Consultant are not entitled to any of the benefits that County provides for County's employees. It is understood that County does not agree to use Feasibility Consultant exclusively. It is further understood that Feasibility Consultant is free to contract for similar services to be performed for others while under contract with County.

5. Both parties agree that Feasibility Consultant shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Feasibility Consultant shall have no authorization, express or implied, to the County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County. The compensation provided for herein shall be the total compensation payable hereunder by the County.
6. The County reserves the right to make, at any time during the progress of the feasibility study, such alterations in the details of the feasibility study, and the elimination of one or more details as may be found necessary or desirable. Such alterations shall not be considered as a waiver of, nor a release of, any surety. The Feasibility Consultant agrees to accept the work as altered the same as if it had been a part of the original contract. The Feasibility Consultant shall proceed with the work alterations when ordered in writing. Financial increases to this Agreement must be approved by the County Commission before additional work out of the Agreement is authorized.
7. The County Commission will decide all questions which may arise as to the quality, quantity, and acceptability of materials furnished and work performed and as to the rate of progress of work. They will also decide all questions which may arise as to the acceptable fulfillment of the Agreement on the part of the Feasibility Consultant.
8. The County Commission will have the authority by written order to suspend work wholly or in part due to the failure of the Feasibility Consultant to carry out provisions of the Agreement, for

failure to carry out orders, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

9. County or its authorized representatives shall have the right to enter the premises of the Feasibility Consultant, or such other places where contract services are being performed, to inspect, audit, monitor, or otherwise evaluate the services being provided and the financial records pertaining to the Agreement. The Feasibility Consultant must provide reasonable access to all facilities and assistance to County or its authorized representatives.
10. Feasibility Consultant shall defend, indemnify, save and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) Feasibility Consultant's, its subcontractors, agents, or employees performance of this Agreement or their provision of any services required herein to be performed by Feasibility Consultant or its subcontractors, agents, or employees, and (b) any act or omission of Feasibility Consultant, or its subcontractors, agents, or employees. Feasibility Consultant shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement.
11. Feasibility Consultant agrees to carry Commercial General and Professional Liability insurance coverage equal to or greater than \$2,000,000 per occurrence, or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of feasibility consultant including Feasibility Consultant's agents, employees, and associates and for all equipment and vehicles, public or private, used in the performance of this Agreement. The insurance shall name "Box Elder County, 01 South Main, Brigham City, Utah 84302" as a Certificate Holder. Feasibility Consultant shall furnish,

with the proposal submission, a Certificate of Insurance to County evidencing that the feasibility consultant has this insurance in place. Feasibility Consultant shall furnish, with the proposal submission, a Certificate of Insurance to County evidencing that the feasibility consultant has Workers Compensation Insurance for the Feasibility Consultant, all associates, and all employees of the Feasibility Consultant and/or associates.

12. Feasibility Consultant shall be responsible to provide all legal support for the project including, but not limited to, the preparation of contracts with associates. It is agreed that this Agreement and all other agreements shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.
13. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. However, the Request for Proposal and Feasibility Consultant's Response to the Request for Proposal shall be a part of this Agreement and are incorporated herein by this reference.
14. Any modification of the Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
15. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all gender.
16. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be

construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

17. All notices, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

18. After an agreement is entered into, and upon completion of all required work or a specified portion thereof, the Feasibility Consultant shall submit to County an invoice for payment. Following receipt of Feasibility Consultant's invoice and upon certification by County that the specified work has been completed, the Feasibility Consultant shall be paid by County within thirty (30) days of said certification. Partial or progress payments, if any such are made, shall not relieve Feasibility Consultant of performance or obligations under this Agreement, nor shall such payments be viewed as approval or acceptance of work performed. Payments may be withheld from the Feasibility Consultant by County in order to protect County from loss due to:

- a. Defective work not remedied.
- b. Liens or claims filed or reasonable evidence of probable filing.
- c. Feasibility Consultant's failure to promptly pay associates or suppliers for labor and/or materials accepted by the Feasibility Consultant.
- d. Damage to another contractor.
- e. Failure to perform.

19. Feasibility Consultant shall mark any specific information contained in the proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

20. This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

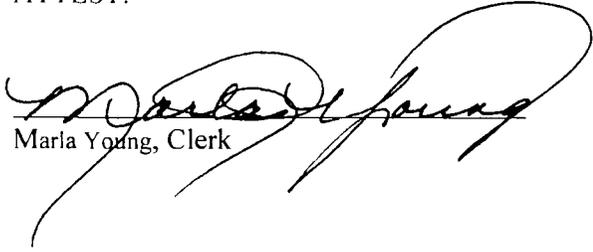
21. This Agreement may be terminated for any reason by County upon thirty (30) days written notice to the Feasibility Consultant, without prejudice to any other right or remedy County may have. Failure of the Feasibility Consultant to adhere to any of the requirements of this Agreement shall be cause for termination. This Agreement may be terminated for any reason by the Feasibility Consultant upon ninety (90) days written notice to County. In the event of early termination, all financial obligations paid in advance by either party shall be adjusted on a per diem basis as of such termination date.

22. Feasibility Consultant warrants to County that all materials furnished under this Agreement will be new unless otherwise specified, and that all materials and work will be of good quality, free from faults and defects and in conformance with this Agreement. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

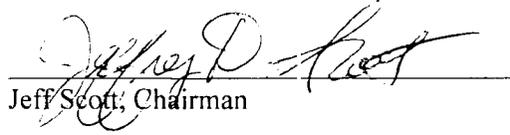
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
BOX ELDER COUNTY, UTAH

ATTEST:



Maria Young, Clerk



Jeff Scott, Chairman



APPROVED AS TO FORM:

Stephen Hadfield, Box Elder County Attorney

FEASIBILITY CONSULTANT

By: _____
Jason W. Burningham



STATE OF UTAH

CONTRACT

#16-14

CONTRACT # 152211 AMENDMENT # 1

Vendor#	65305E	CommCd	00000
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TO BE ATTACHED TO AND MADE PART OF the above numbered contract by and between the State of Utah, Administrative Office of the Courts, referred to as State and Box Elder County Sheriff.

THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:

- Contract period:** 07/01/16 Effective Date
06/30/17 Termination Date unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal options: Unlimited (they are required by statute to provide these services). All payments under this contract will be completed within 90 days after the Termination Date.

2. Contract amount:

	Hrs Allotted	Hrly Rate	Contract Amt	Total
Bailiff Security	1,784	\$ 29.09	\$ 51,893	
Perimeter Security	6,016	\$ 29.09	\$175,000	\$ 226,893

- Attachment A: Terms & Conditions:** Utah Code Reference numbers updated sections 1 and 9; Wording change section 5
All other conditions and terms in the original contract and amendments remain the same.

4. Contact Information:

Courts: First District & Juvenile Court
 Attn: Corrie Keller
 Addr: 43 N. Main
 City/Zip: Brigham City 84302
 Phone: 435 734-4600
 E-mail: corriek@utcourts.gov

County: Box Elder County Sheriff
 Attn: Kevin Potter
 Addr: 52 S. 1000 W.
 City/Zip: Brigham City 84302
 Phone: 435 734-3818
 E-mail: kbpotter@boxeldercounty.org

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

COUNTY

AOC



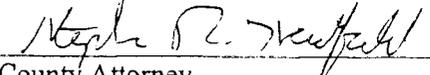
 County Commissioner

 State Court Administrator or Designee



 County Sheriff

 District Court Executive



 County Attorney

 Juvenile Court Executive

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

 Court Counsel

 Availability of Funds

 State Division of Finance

ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-22-2, 17-22-27 and UC78A-2-502.
2. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
3. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
4. **TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.
5. **NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.
6. **INDEMNIFICATION:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. The County shall indemnify and hold the State free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101 *et seq.*, including, but not limited to, the liability limits contained therein.
7. **EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.
8. **PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.
9. **COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-22-2, 17-22-23, 17-22-27 and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.
10. **EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.

11. NOTICE: The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.

12. PROBLEM RESOLUTION: The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.

13. CONTINUITY OF COURT OPERATIONS: The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.

14. SECURITY INCIDENT REPORTING: The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.

15. SECURITY REVIEWS: The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.

16. TRAINING: The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.

17. ENTIRE CONTRACT: This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised 04/22/2016)

First Judicial District Court

*135 North 100 West, Logan, Utah 84321
43 North Main, Brigham City, Utah, 84302*

MEMO

To: Box Elder County Commission
Box Elder County Sheriff
Box Elder County Attorney

From: Pam Latimer
First District Court
135 North 100 West
Logan, UT 84321
435-750-1338

Date: May 3, 2016

Re: State of Utah Contract # 152211 Amendment # 1
Bailiff and Perimeter Security

Please review and sign the contract then give to the next party on the list. I will need this original document back to the First District Court by May 31, 2016. If you have any questions please let me know.

Thank you.