

**MINUTES  
BOX ELDER COUNTY COMMISSION  
APRIL 5, 2023**

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 **APRIL 5, 2023**. The following members were present:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Tammy Gibson	Deputy Clerk

Excused: Clerk Marla R. Young

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 4:52 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
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Tammy Gibson	Deputy Clerk

Excused: Clerk Marla R. Young

The prayer was offered by Commissioner Bingham.

The Pledge of Allegiance was led by County Attorney Stephen Hadfield.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF MARCH 15, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.**

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**ATTACHMENT NO. 1 - AGENDA**

**ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION**

**AREA 29 REPORT- Commissioner Bingham**

Commissioner Bingham was invited to a stakeholder meeting for the Bear River Basin Area 29. He reported that they discussed water permits and how to release them. He recommended the Commission write a letter to the State Water Engineer voicing their local points of view and concerns. Commissioner Bingham shared that the Bear River Water Conservancy District also has voted to develop a countywide Water Master Plan. He shared his concerns with the district that the communities have far senior water rights than the conservancy district. He felt the communities should be invited to the discussions.

Chairman Summers stated he would like Area 29 to be placed on the next agenda.

**FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**

**Gallagher Contract #23-07- Jenica Stander**

HR Manager Jenica Stander explained the Gallagher Contract #23-07 and said it is pending approval from the county legal team.

**MOTION:** Commissioner Perry made a motion to approve the Gallagher Contract #23-07 pending the approval of the County Attorney. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO.2 Gallagher Contract #23-07**

**EMERGENCY MANAGEMENT ISSUES.**

Chairman Summers reported that the county is watching for flooding. It was stated that there is enough water to fill Mantua reservoir 4.5 times.

## **ARPA**

### **ARPA Funding for Senior Centers-Commissioners**

Commissioner Perry stated Tremonton and Brigham City lack some funding for the Senior Centers. The Commission hopes to allocate some ARPA funds towards the centers. It was suggested to fund Bear River Senior Center \$45,000 and Brigham City Senior Center \$65,000.

Mayor Bott of Brigham City stated the city supplements the senior center by over \$500,000. He stated only 75% goes towards Brigham City residents. The center does have a contract with BRAG, however they would like to see other communities start contributing toward the senior center.

Commissioner Perry said he is committed to working with them on funding for the centers.

**MOTION:** Commissioner Perry made a motion to approve using ARPA funds for the senior centers in the amount of \$65,000 for Brigham City and \$45,000 for Bear River Senior Center. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

### **Employee Retention and Recognition-Commissioner Perry**

This Item was postponed.

### **BOX ELDER COUNTY EMPLOYEE RECOGNITION**

Commissioner Perry presented Gordy Young with an employee of the month award. Gordy has spent the last eight years with the County Road Department. He became a supervisor and has had a great impact on the crew. Everyone at the county would like to thank Gordy for all his work and wisdom that he brings to the Road Department.

Gordy Young expressed that the employees at the county are great to work with.

## **TOURISM OFFICE**

### **Approval of Tourism TTAB Grants-Joan Hammer**

Matt Hansen from Box Elder Tourism Tax Advisory Board presented the recommendations for the TTAB grants and asked the Commission for approval of the 2023 TTAB GRANT recommendations.

**MOTION:** Commissioner Perry made a motion to approve the recommended TTAB grant recipients for 2023. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO. 3 2023 TTAB Grant Recipients**

**COMMISSIONERS**

**UDAF Programs Update and Review-Craig Buttars**

Utah Department of Agriculture and Food Commissioner Craig Buttars and Kelly Pehrson Deputy Commissioner presented a brief history of the Utah Department of Agriculture and Food. They explained they oversee many programs from food and animal inspections and regulations to grazing permits.

Deputy Commissioner Pehrson presented a strategic plan for agriculture and wants to develop a vision of agriculture and set goals for the department. He explained how the average age for someone in agriculture is 65. They want to find ways for younger people to join the farming lifestyle. They hope to find ways to make agriculture more profitable.

Commissioner Buttars explained the benefits of agriculture in Utah. He stated it provides a local and safe food supply of fiber and animal feed. Local agriculture strengthens food security, creates jobs and promotes open space. Box Elder County produces \$134,000,000.00 of agricultural products. The majority of Box Elder County agriculture income comes from the sale of livestock.

Commissioner Bingham asked where the information came from.

Commissioner Buttars answered that USDA provided these statistics in 2017.

The UDAF Commissioners would like to challenge the counties to consider how we can find ways to help agriculture remain viable. They would like to encourage municipalities to adopt agriculture friendly zoning ordinances.

**Carriage Association of America Fee Waiver for use of Fairgrounds - Commissioners**

Commissioner Perry explained that offering a fee waiver for the Carriage Association of America event, it shows gratitude to Eli Anderson who has helped the county with horses and carriages for many fairs and parades over the years. The event will feature a display of Roy Rogers memorabilia and Trigger his horse. The event is on April 29-30, 2023 1 p.m. to 5 p.m. and is free to the public.

The Commission voiced their appreciation to Eli for his work in bringing this to our fair grounds.

**MOTION:** Commissioner Perry made a motion to waive fees for the use of the fairgrounds for the Carriage Association of America. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Eli Anderson thanked the commissioners for the waiver of the fee and their support for the event.

**Designated County as Primary Natural Disaster Area Due to Recent Drought from USDA-Commissioners**

Emergency Manager Mark Millett stated that if the county is a neighbor of an area that is designated as a disaster, it allows our area access to funds to assist with any problems the county may have.

**MOTION:** Commissioner Bingham made a motion to approve the county as a Primary Natural Disaster area due to drought. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Utah Regional Growth Association (URGA) Economic Development Services Agreement #23-14-Commissioner Summers**

Tabled to the next RDA meeting.

**MOTION:** Commissioner Perry made a motion to table Agreement #23-14 until the next RDA meeting. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Award Bid Contract #23-13 for Fair Ribbons-Chrisee Bennet**

Chrisee Bennett, Box Elder County Fair Secretary, presented contract #23-13 with Mountain Valley Printing. She explained how they went through a bid process and selected Mountain Valley Printing to do fair ribbons for the next 5 years. The company is located in Tremonton. She stated most of the bids came from out of the state and it makes sense to keep money in our community.

**MOTION:** Commissioner Perry made a motion to approve contract #23-13 with Mountain Valley Printing for Fair Ribbons. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO.4 Contract #23-13 Fair Ribbons**

**PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

**Property Tax Delinquency/Penalties Paid-Mark Suchan Post Consumer Brands**

Mark Suchan, Plant Manager for Post Consumer Brands, stated they had a clerical error in the corporate offices and the tax bill was lost. They received the delinquency notice and paid it in full immediately. They requested that the Commission forgive the penalties associated with the delinquency. The penalty is \$9,500 and the interest is \$9,600.

County Attorney Stephen Hadfield reviewed the statute with the Commissioners.

**MOTION:** Commissioner Perry made a motion to waive penalties in the amount of \$9,500. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Forgiveness or Extension of Taxes on Parcel #03-229-0042-Mark Willis**

Mark Willis of Brigham City stated he discovered an error on his taxes. The previous owner qualified for a veterans abatement. His escrow funding was set up correctly with the right tax amount and they sent a refund check. He explained how he used the money to pay for medical bills and does not have extra money available to pay back the county. He explained that the auditor has fixed the account going forward. Mr Willis is asking for forgiveness of the 2021 taxes in the amount of \$1,972.24.

Chairman Summers commended him for doing the right thing by bringing it to the attention of the county.

**MOTION:** Commissioner Perry made a motion to forgive taxes for 2021 in the amount of \$1,972.24. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Corinne Historical Museum Restoration Project-Karen Caldwell**

Karen Caldwell, Council Women for Corinne City, and Lisa Marble, a member of the Restoration Committee, gave updates on the Corinne Methodist Church Restoration Project. They said the project goals are to restore, not to repair, and to open the church to the public. They have divided the project up into phases. Phase one is complete. Phase two is beginning as they have hired a general contractor and received attention from a stained glass restoration company that will work on the project. A local painter reached out and is willing to donate his time. The final phase will be beautification and adding a public restroom. She detailed the

funding they have received and expressed excitement about the \$20,000 accumulated through fundraisers and private donations.

Chairman Summers expressed how interesting it has been to visit this building. He stated he has had the opportunity to perform several marriages in the building.

Commissioner Bingham questioned what the goal was for the use of the building.

Mrs. Caldwell answered that it already is a museum but wants to restore it for use by the public. They want to be on the walking tour and set days of the month when it is open. The building will be used for weddings, recitals and other events.

Commissioner Perry encouraged them to work with Joan Hammer from the County Tourism Office and apply for future Tourism Board Grants.

#### **Fairgrounds Fee Waiver for a Fundraiser-Kasey Thompson**

Kasey Thompson of Tremonton requested a fee waiver for a fundraiser for Hailey Nelson, on May 27, 2023. The fundraiser will benefit her family and help with medical costs.

**MOTION:** Commissioner Bingham made a motion to approve the fee waiver for the fairgrounds. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

#### **Lucin Utah Road Repairs-Michael Moore**

Michael Moore of Lucin Utah said he has owned property in Lucin for 6 years. He explained the last two years he has had problems with the road. He said Pilot Mountain Road is not in good shape. The road is a river. He stated people visiting the sun tunnels get stuck frequently. He stated the road crew only cut the road down. He requested more road base gravel. He said the road is five miles long from county line to Hwy 30.

Chairman Summers said the Commission will take this under advisement and will talk to the road supervisor.

#### **AUDITOR'S OFFICE**

##### **Fraud Risk Assessment-Shirlene Larsen**

Shirlene Larsen County Auditor stated they have completed the fraud risk assessment. The county has come in at low risk. They looked into ways of getting a perfect score on the assessment by having an outside person who is not employed by the county and has a financial

background on the committee. She said she would like to add ethical behavior questions on the conflict of interest form for next year.

**MOTION:** Commissioner Perry made a motion to accept the fraud risk assessment. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

### **ATTORNEY'S OFFICE**

#### **Opioid Settlement Participation Agreements #23-15 Through #23-19 for Approval (CVS, Teva, Walgreens, Walmart, Allergan) and Authorize an E-Signature-Anne Hansen**

Anne Hansen, Deputy County Attorney, stated that the agreements are based on follow up lawsuits against opioid wholesalers and pharmaceutical companies. The agreements are needed in order to participate in the lawsuits and settlements. She stated Commissioner Perry has E-signed the agreements and requested that the Commission ratify the signatures.

Commissioner Perry stated that the money will be used by our health department for anything pertaining to opioid recovery or addiction.

**MOTION:** Commissioner Perry made a motion to ratify the signatures on the Opioid Participation Agreements #23-15 through #23-19. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

#### **ATTACHMENT NO.5 Agreement #23-15 CVS Settlement**

#### **ATTACHMENT NO.6 Agreement #23-16 Teva Settlement**

#### **ATTACHMENT NO.7 Agreement #23-17 Walgreens Settlement**

#### **ATTACHMENT NO.8 Agreement #23-18 Walmart Settlement**

#### **ATTACHMENT NO.9 Agreement #23-19 Allergan Settlement**

#### **One Utah Universal Opioid Settlement MOU #23-20-Anne Hansen**

Deputy Attorney Anne Hansen said MOU #23-30 operates the same as last year. Box Elder County and the state are splitting the settlement 50/50. Box Elder Counties amount is 1.464 %.

**MOTION:** Commissioner Perry made a motion to approve and sign MOU #23-20. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.



**ATTACHMENT NO.10 MOU #23-20 One Utah Universal Opioid Settlement**

**COMMUNITY DEVELOPMENT**

**Planning Commission Recommendation on the Surplus Property Request to Trade Property Along 950 W with Brigham City in Relation to the Forest Street Bridge Project.-Anne Hansen**

Anne Hansen, Deputy Attorney, stated this item was forwarded to the Planning Commission to go through the process for surplus property to conduct a land trade with Brigham City for the 950 West project. The Planning Commission reviewed the trade and has forwarded recommendation for approval.

**MOTION:** Commissioner Perry made a motion to accept the Planning Commission recommendation to approve the request to trade with Brigham City. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Ordinance #575-A Rezone from MU-40 to MG-EX-Scott Lyons**

Destin Christiansen, County Planner, stated Ordinance #575 rezones 391 acres in Park Valley from the MU-40 zone to the MG-EX zone. The Planning Commission has forwarded their recommendation for approval.

**MOTION:** Commissioner Bingham made a motion to approve ordinance #575. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO.11 Ordinance #575**

**Harper Haven Subdivision (2 lot)-Scott Lyons**

Destin Christiansen, County Planner, stated the Harper Haven Subdivision (2 lot) is a two lot subdivision with five acres lots and is in the Harper Ward area. All applicable departments have reviewed and approved the plat.

**MOTION:** Commissioner Bingham made a motion to approve the Harper Haven Subdivision (2-lot). The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Brookside Estates Subdivision Phase 5-Scott Lyons**

This item was canceled.

**HUMAN RESOURCES**

**Policy 15 and Policy 20 Updates-Jenica Stander**

HR Manager Jenica Stander explained the policy changes are to policy 15-21 and changes the requirements of having an OHV course to a free course that is required for all public lands. She said it saves the county \$35 dollars per course.

**MOTION:** Commissioner Perry made a motion to adopt the changes to policy 15. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

HR Manager Jenica Stander stated the changes to Policy 20 address overtime and compensatory time policy.

**MOTION:** Commissioner Perry made a motion to adopt the changes to policy 20. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**New Policy 26 – Workers Compensation Policy-Jenica Stander**

HR manager Jenica Stander explained the county has never had a written workers compensation policy. The county has followed the state code. A policy has been drafted.

**MOTION:** Commissioner Perry made a motion to approve the Workers Compensation Policy 26 with minor changes. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**New Policy 27 – County Reasonable Accommodations Policy-Jenica Stander**

HR Manager Jenica Stander stated Policy 27 is a reasonable accommodation policy. It follows the law as it is written, follows ADA as amended, and the Section 504 Act. It outlines responsibilities for the county.

**MOTION:** Commissioner Perry made a motion to approve Policy 27. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Recess for RDA Meeting**

**MOTION:** Commissioner Perry made a motion to move into an RDA meeting. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 120283 through 120340 in the amount of \$1,162,723.71 and claim numbers 120245 through 120246 and 120248 through 120282 in the amount of \$625,848.57 with voided claim number 119845, 119941, 120247 and claim numbers 120341 through 120391 in the amount of \$318,762.70.

**PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS**

Employee Name:	Department:	PA Type:	Effective Date:
BROWN, NATALIE	BUILDINGS/GROUNDS	COMPENSATION CHANGE	4/28/2023
GREEN, MICHELE	FIRE MARSHAL/EMS	VOLUNTEER SEPARATION	03/16/2023
WESTERGARD, KELLI	BOOKMOBILE	COMPENSATION CHANGE	04/24/2023
WAGSTAFF, TYLER	ROAD DEPARTMENT	COMPENSATION CHANGE	04/03/2023
VEGA, JOSE	SHERIFF'S DEPARTMENT	SEPARATION	04/03/2023
<b>FIRE ROSTERS:</b>			
THATCHER-PENROSE FIRE			04/05/2023
PARK VALLEY FIRE & EMS			04/05/2023
BECFD			04/05/2023
CORINNE FIRE			04/05/2023
PLYMOUTH FIRE			04/05/2023
MANTUA FIRE			04/05/2023
GARLAND FIRE			04/05/2023
PORTAGE FIRE			04/05/2023
COUNTY FIRE			04/05/2023

**CLOSED SESSION**

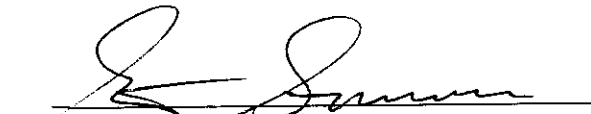
County Commission Meeting for April 5, 2023

There was not a closed session.

**ADJOURNMENT**

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 7:20 p.m.

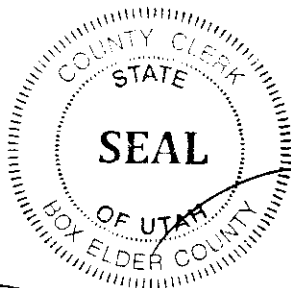
**ADOPTED AND APPROVED** in regular session this 19th day of April 2023.

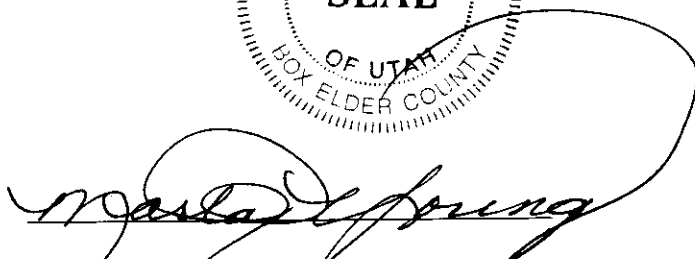
  
Stan Summers, Chairman

  
Boyd Bingham, Commissioner

  
Lee Perry, Commissioner

ATTEST:



  
Marla R. Young, Clerk



**COUNTY COMMISSION MEETING**  
**Commission Chambers, 01 South Main Street, Brigham City, Utah 84302**  
**Wednesday, April 05, 2023 at 5:00 PM**

## **AGENDA**

**NOTICE:** *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. on Wednesday April 5, 2023 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

**1. ADMINISTRATIVE / OPERATIONAL SESSION**

- A. Agenda Review / Supporting Documents
- B. Commissioners' Correspondence
- C. Staff Reports

**2. CALL TO ORDER 5:00 P.M.**

- A. Invocation Given by: Commissioner Bingham
- B. Pledge of Allegiance Given by: County Attorney Stephen Hadfield
- C. Approve Minutes 03-15-2023

**3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS**

**4. FORMER AGENDA ITEMS**

**5. EMERGENCY MANAGEMENT ISSUES**

**6. ARPA**

- A. Employee Retention and Recognition-Commissioner Perry

**7. BOX ELDER COUNTY EMPLOYEE RECOGNITION**

**8. TOURISM OFFICE**

- A. 5:08 Approval of Tourism TTAB Grants-Joan Hammer

**9. COMMISSIONERS**

- A. 5:13 UDAF Programs update and review.-Craig Buttars
- B. 5:28 Carriage Association of America Fee Waiver for use of Fairgrounds - Commissioners
- C. 5:30 Designated County as Primary Natural Disaster Area Due to Recent Drought from USDA-Commissioners
- D. 5:32 Utah Regional Growth Association (URGA) Economic Development Services Agreement #23-14-Commissioner Summers
- E. 5:34 Award Bid Contract #23-13 for Fair Ribbons-Chrisee Bennet

**10. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

- A. 5:39 Property Tax Delinquency/Penalties Paid-Mark Suchan Post Consumer Brands

- B. 5:44 Forgiveness or Extension of Taxes on Parcel #03-229-0042-Mark Willis
- C. 5:47 Corinne Historical Museum Restoration Project-Karen Caldwell
- D. 5:57 Fairgrounds Fee Waiver for a Fundraiser-Kasey Thompson
- E. 5:59 Lucin Utah Road Repairs-Michael Moore

**11. AUDITOR'S OFFICE**

- A. 6:01 Fraud Risk Assessment-Shirlene Larsen

**12. ATTORNEY'S OFFICE**

- A. 6:03 Opioid Settlement Participation Agreements #23-15 Through #23-19 for Approval (CVS, Teva, Walgreens, Walmart, Allergan) and Authorize an E-Signature-Anne Hansen
- B. 6:06 One Utah Universal Opioid Settlement MOU #23-20-Anne Hansen

**13. COMMUNITY DEVELOPMENT**

- A. 6:11 Planning Commission Recommendation on the Surplus Property Request to Trade Property Along 950 W with Brigham City in Relation to the Forest Street Bridge Project.-Anne Hansen
- B. 6:16 Ordinance #575-A Rezone from MU-40 to MG-EX-Scott Lyons
- C. 6:18 Harper Haven Subdivision (2 lot)-Scott Lyons
- D. 6:20 Brookside Estates Subdivision Phase 5-Scott Lyons

**14. HUMAN RESOURCES**

- A. 6:22 Policy 15 and Policy 20 Updates-Jenica Stander
- B. 6:24 New Policy 26 – Workers Compensation Policy-Jenica Stander
- C. 6:26 New Policy 27 – County Reasonable Accommodations Policy-Jenica Stander

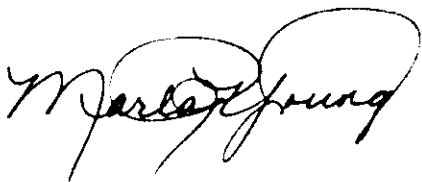
**15. WARRANT REGISTER**

**16. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE**

**17. CLOSED SESSION**

**18. ADJOURNMENT**

Prepared and posted this 31st day of March, 2023. Mailed to the Box Elder News Journal and the Leader on the 31st day of March, 2023. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 5:00 p.m.



Marla R. Young - County Clerk  
Box Elder County

**NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair 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 (435) 734-3347 or FAX (435) 734-2038 for information or assistance.**

### 2023 TTAB Standard Grant Applications

Organization	City	Grant Description	Amount Awarded
Bear River Association of Governments	County	BRHA Digital Tourism Initiative	\$5,000.00
Box Elder County Jr. Livestock	Fairgrounds	Improving Visual Communications	\$5,000.00
Brigham City Corporation	Brigham City	TOC/TOC Juniors	\$28,000.00
Brigham City Corporation	Brigham City	Rees Pioneer Park Lighting	\$0.00
Brigham City Fine Arts Center	Brigham City	Storage	\$3,800.00
Deweyville Town	Deweyville	Deweyville Pickleball Courts	\$32,900.00
Historic Downtown Brigham City	Brigham City	Art on Main - Memorial Day Weekend	\$4,500.00
Idaho District Nine High School Rodeo Association	Fairgrounds	District 9 Idaho High School Rodeo 2023	\$8,000.00
Lake Bonniville Symphonic Society	County	Funding for Concert Masterpieces for Orchestra & Band	\$0.00
Main Street Playhouse	Tremonton	Tech Booth and Flooring	\$6,000.00
Major Brent Taylor Foundation	Courthouse	Gold Star Families Memorial Monument	\$20,000.00
Mantua Town	Mantua	Phase 3 Mantua Maple Springs Park Development	\$10,000.00
Momivate and Discovery Family Coalition	County	Discovering Box Elder County	\$0.00
Old Barn Community Theatre	Collinston	Old Barn Upgrades	\$10,000.00
Perry City	Perry	Perry City at the Lodge (renovation)	\$20,000.00
Professional Miniature Bull Riding Finals	Fairgrounds	PMBR Finals	\$2,500.00
Public Lands Equal Access Alliance	County	Signing and Mapping OHV trails in Box Elder County	\$4,500.00
Tremonton City	Tremonton	Tremonton City Main Street Furniture	\$20,000.00
Wagon Land Adventure	Tremonton	CAA Conference	\$24,800.00
Willard Bay State Park	Willard	Willard Bay Light Show	\$15,000.00
<b>Tota Recommended:</b>			<b>\$220,000.00</b>



23-15

**BOX ELDER COUNTY FAIR RIBBONS**  
**PURCHASE AGREEMENT**

THIS COUNTY FAIR RIBBONS PURCHASE AGREEMENT (the "Agreement") is entered into this 5th day of April 2023, (the "**Effective Date**") by and between Box Elder County, (the "**County**"), whose corporate address is 1 Main Street, Brigham City, Utah, 84302, and MLC Ventures, LLC – DBA Mountain Valley Printing, ("**Vendor**"), whose corporate address is 425 West Main Street, Tremonton, UT 84337. Vendor and the County are sometimes referred to collectively as the "**Parties**" and individually as a "**Party**."

The Parties agree that the following Recitals are true and accurate to the best of their knowledge.

**RECITALS**

WHEREAS, Vendor is a Utah limited liability corporation, that provides custom ribbons,

WHEREAS, the County is a body corporate and politic of the State of Utah, that requires ribbons for the County Fair, and

WHEREAS, the Parties recognize that the needs of the County that are the subject of this Agreement fall within the ability of the Vendor to provide, and that having such items provided by Vendor to the County would be economically advantageous for the County and its citizens.

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

**AGREEMENT**

1. **County Fair Ribbons to be provided by Vendor to the County.** During the term of this Agreement, Vendor shall provide (or cause to be provided) county fair ribbons as described in the professional bid process, in quantities as requested annually according to the following terms:
  - A. Orders placed by the County must be made by April 1<sup>st</sup> of each year.
  - B. Orders will be delivered by Vendor to the County's point of contact two weeks prior to the opening day of the County fair.
  - C. Costs listed below are for 2023, individual item costs may increase annually in subsequent years, but by no more than 8% of the prior year's per unit cost.
2. **Cost Breakdown.** In return for the items provided per the County's order, the County shall pay Vendor per item as follows:
  - Custom 2x8 Card Ribbon BECF 2023 - \$0.45

- 8 Point Petal/Double Ruffle/3 Streamers 18 in. Rosette, varied colors - \$13.50
- Double Ruffle/2 Streamers about 14 in. long varied colors - \$6.99
- 1 Ruffle 1 Streamer about 8 in. long varied colors - \$4.99
- 1 Ruffle/3 Streamers about 14 in. long varied colors - \$8.50
- 4 Point Petal/Double Ruffle/3 Streamers 18 in. Rosette varied colors - \$12.99

Invoices shall be submitted to the County by the Vendor with each detailed order and shall be paid to the Vendor within 30 days of receipt of the invoice.

3. **Expenses.** The County may reimburse Vendor for additional reasonable expenses. All reimbursable expenses incurred by Vendor must be approved by the County in writing in advance.

4. **Term, Termination and Breach of the Agreement.**

- a. Term. The term ("**Term**") of this Agreement shall be five years, beginning on the Effective Date.
- b. Renewal. The Agreement may be renewed at the option of the Parties, but neither Party shall have any obligation to renew the Agreement or otherwise negotiate a new agreement. If the County intends to renew the Agreement or otherwise contract with Vendor for the provision of Economic Development Services, Vendor requests that it provide written notice to Vendor at least 60 days prior to the end of the Term.
- c. Termination. This Agreement shall terminate automatically, unless renewed by the Parties in writing, at the end of the Term. During the Term, either Party may terminate the Agreement, with or without cause, upon (30) days written notice. If the County terminates this Agreement without cause during, but before, the end of the Term, any outstanding balances for merchandise received by the County. For purposes of this paragraph, "without cause" means that the non-terminating Party has not materially breached the Agreement, or, if it has, it timely cured the breach as provided herein.
- d. Breach. If either Party believes the other has materially breached its obligations under this Agreement, it shall provide written notice to the other Party of the alleged breach and allow that Party ten business days from the date of the written notice to cure the breach. If the other Party does not cure the breach within ten days, the non-breaching Party may terminate this Agreement immediately through written notice to the other Party. If any legal proceedings occur as a result of an alleged breach by one of the Parties, the prevailing Party is entitled to an award of all reasonable expenses and fees (including reasonable attorney fees) it incurred as a result of the breach or the allegation of breach.

5. **Vendor as an Independent Contractor.** The relationship of Vendor to the County under this Agreement shall be that of an independent contractor. No agent, employee, or servant of Vendor or the County shall be deemed to be an employee, agent, or servant of the other Party as a result of this Agreement. None of the benefits provided by each Party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party by virtue of this Agreement. Vendor and the County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Vendor and the County shall each make commercially reasonable efforts, where appropriate, to inform third parties that Vendor is acting as an independent contractor. Nothing herein shall create a partnership or joint venture relationship between the Parties.
6. **Not Assignable.** This Agreement shall not be assignable, unless agreed upon by both Parties, in writing.
7. **Miscellaneous Provisions**
- a. Each person signing below represents and warrants (a) that he/she is authorized to execute this Agreement for and on behalf of the Party for whom he/she is signing, (b) that such Party shall be bound in all respects hereby, and (c) that such execution presents no conflict with any other agreement of such Party.
  - b. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof, and there are no representations, warranties, or agreements, or any conditions or contingencies, whether express or implied, or oral or written, except as set forth herein. This Agreement may be modified only in a writing executed by the Parties.
  - c. No assignment or delegation of this Agreement or of any of the rights or obligations hereunder by any Party hereto shall be valid without the prior written consent of the other Party or Parties.
  - d. This Agreement shall be governed by the laws of the State of Utah. Any litigation arising out of this Agreement shall be conducted in applicable courts in Salt Lake County, Utah, and the Parties expressly agree and consent to such jurisdiction and venue.
  - e. This Agreement shall be construed as if equally drafted by the Parties, and no rules of strict construction against any Party shall be applied.
  - f. In case any one or more of the provisions of this Agreement shall, for

any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision(s) shall be limited or eliminated only to the extent necessary to remove such invalidity, illegality, or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

- g. All written notices or communications required or permitted to be given under this Agreement shall be sufficient if delivered personally, via email, via facsimile, or mailed postage prepaid by first class, registered or certified mail posted in the United States and addressed as identified in the opening paragraph of this Agreement. Such notices or communications shall be treated as being effective when delivered, if delivered personally, by email or by facsimile. If sent by mail, they shall be treated as being effective at the earlier of actual receipt or seventy-two (72) hours after the same has been deposited in a regularly maintained receptacle for the deposit of United States mail.

Notice to Vendor shall be delivered to:

Nicole Smart  
425 W Main Street  
Tremonton, UT 84337  
[Nikki@studiomedia.com](mailto:Nikki@studiomedia.com)  
(435)257-0728

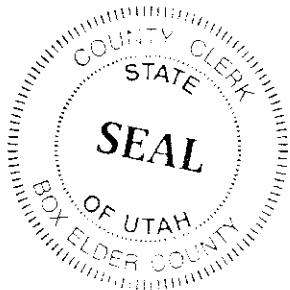
Notice to the County shall be delivered to:

Box Elder County Clerk, Marla Young  
1 South Main Street  
Brigham City, UT 84302  
[cbennett@boxedlercounty.org](mailto:cbennett@boxedlercounty.org)  
(435)734-3300

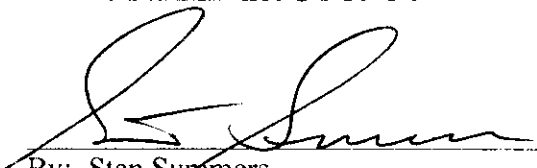
IN WITNESS WHEREOF, the Parties have voluntarily executed this Agreement as of the day and year stated above.

**Mountain Valley Printing**

By: Nicole Smart  
Its: owner

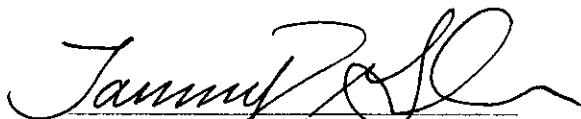


**BOX ELDER COUNTY**



By: Stan Summers  
Its: County Commission Chair

ATTEST:



~~Maria Young~~ Tammy Gibson  
Box Elder County Clerk

**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☒ Yes      ☐ No

Governmental Entity: Box Elder County		State: UT
Authorized Signatory: Lee Perry		
Address 1: 1 South Main St.		
Address 2:		
City, State, Zip: Brigham City	Utah	84302
Phone: 435-734-3347		
Email: Lbperry@boxeldercounty.org		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

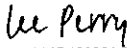
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:

DocuSigned by:  
  
0996D48630AC484...

Name:

Lee Perry

Title:

County Commissioner

Date:

3/20/2023





**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Box Elder County	State: UT
Authorized Signatory: Lee Perry	
Address 1: 1 South Main St.	
Address 2:	
City, State, Zip: Brigham City Utah 84302	
Phone: 435-734-3347	
Email: Lbperry@boxeldercounty.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:

DocuSigned by:  
Lee Perry  
0998D40030AC464

Name:

Lee Perry

Title:

County Commissioner

Date:

3/20/2023



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☒ Yes      ☐ No

Governmental Entity: Box Elder County	State: UT
Authorized Signatory: Lee Perry	
Address 1: 1 South Main St.	
Address 2:	
City, State, Zip: Brigham City Utah	84302
Phone: 435-734-3347	
Email: Lbperry@boxeldercounty.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:


**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:  DocuSigned by:  
Lee Perry  
8998D48830AC404...

Name: Lee Perry

Title: County Commissioner

Date: 3/20/2023



**EXHIBIT K****Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☒ Yes      ☐ No

Governmental Entity: Box Elder County	State: UT
Authorized Official: Lee Perry	
Address 1: 1 South Main St.	
Address 2:	
City, State, Zip: Brigham City	Utah 84302
Phone: 435-734-3347	
Email: Lbperry@boxeldercounty.org	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.





I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: 

DocuSigned by:

Lee Perry

0990D48830AC484

Name: Lee Perry

Title: County Commissioner

Date: 3/20/2023



**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[x] Yes     [ ] No

Governmental Entity: Box Elder County	State: UT
Authorized Signatory: Lee Perry	
Address 1: 1 South Main St.	
Address 2:	
City, State, Zip: Brigham City Utah 84302	
Phone: 435-734-3347	
Email: Lbperry@boxeldercounty.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:

DocuSigned by:  
Lee Perry  
0996B46530AC464...

Name:

Lee Perry

Title:

County Commissioner

Date:

3/20/2023



**ONE UTAH  
UNIVERSAL OPIOID SETTLEMENT MEMORANDUM OF  
UNDERSTANDING**

**1. Recitals and General Principles.**

1.1. The people of the State of Utah, its counties, and its communities have been harmed by the opioid epidemic, which was caused by Pharmaceutical Supply Chain Participants.<sup>1</sup>

1.2. The State of Utah, *ex rel.* Sean Reyes, Attorney General (the "State"), and most of the counties in Utah are separately engaged in litigation and other actions seeking to hold the Pharmaceutical Supply Chain Participants accountable for the opioid epidemic.

1.3. The Parties desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misfeasance, malfeasance, and nonfeasance throughout their respective geographic areas.

1.4. The Parties enter into this One Utah Universal Opioid Settlement Memorandum of Understanding ("MOU") to determine the allocation of Recovered Funds and set forth certain other terms under which the Parties may jointly agree to an allocation of Recovered Funds.

1.5. The parties recognize that, for some Pharmaceutical Supply Chain Participants, the anticipated amount of Settlement Funds is likely to increase as more counties, cities, and towns participate in any Settlements, and that the maximum amount of Settlement Funds may be achieved only if the State and all counties, cities, and towns agree to a Settlement. Without such global agreement within Utah, the amount of Settlement Funds, in some cases, is likely to be reduced.

1.6. Any Settlement will require subsequent acceptance and approval by any settling Parties of a formal written Settlement agreement, including the execution of required releases of claims.

1.7. By entering into this MOU, each Party reserves, in its sole discretion, its rights to:

- 1.7.1 Participate or not participate in any Settlement;
- 1.7.2 Maintain, pursue, and prosecute its existing and potential legal claims;
- 1.7.3 Resolve its claims as it sees fit; and
- 1.7.4 Resolve its claims independent of the other Parties.

Provided, however, if a County elects not to enter into a settlement of the Litigation, the County shall not participate or be entitled to, Settlement Funds.

1.8. By entering this MOU, no Party is acquiescing to or giving jurisdiction over any element of its actions, including control over payment of attorney fees, to any federal court, including MDL 2804 - National Prescription Opiate Litigation.

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<sup>1</sup> Capitalized terms not defined contemporaneously are defined in Section 2.

1.9 This MOU has been drafted collaboratively by the Parties to maintain the Parties' existing or potential legal claims (to the extent legally cognizable) while allowing the Parties to cooperate in exploring all possible means of resolution.

## **2. Definitions.**

As used in this MOU:

2.1. "Administrator" shall mean the person or entity responsible for compiling data and information from the Settling Parties.

2.2. "Approved Uses" shall mean those uses directed to abating the opioid epidemic and its impacts. The Parties anticipate Approved Uses will be more specifically defined in the terms of any Settlement.

2.3. "County(ies)" shall mean each county that has signed this MOU on its own behalf as a political subdivision of the state pursuant to Utah Code Ann. § 17-50-101(1).

2.4. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the opioid epidemic, including any kind of injury caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids. It is the intent of this MOU that that the term litigation shall apply to all claims, whether or not asserted by a Party. This MOU does not apply to AmerisourceBergen, Cardinal, McKesson, or Janssen, which are the subject of a prior MOU.

2.5. "Local Governments" shall mean all counties and municipalities located within the geographic boundaries of the State.

2.6. "Municipalities" shall mean those entities defined in Utah Code Ann. § 10-1-104.

2.7. "Settlement Fund Administrator" shall mean the person or entity responsible for enforcing the provisions of any national Settlement or bankruptcy plan, whether called an "administrator," "trustee," "board," or the functional equivalent of those terms.

2.8. "Opioid Litigation Settlement Restricted Account" shall mean the restricted account established within the General Fund pursuant to Utah Code Ann. § 51-9-801.

2.9. "Party(ies)" shall mean the State and all Local Governments, whether represented by outside counsel or not, whether involved in Litigation or not, which have signed this MOU.

2.10. "Participating Subdivision" shall mean, for matters resolved in bankruptcy courts, all subdivisions whose claims are subject to the jurisdiction of the bankruptcy court, and for any matter resolved by Settlement, all subdivisions participating in the Settlement.

2.11. "Pharmaceutical Supply Chain Participant" shall mean any entity or individual that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of prescription opioids, including any agent, affiliate, contractor, or other individual or entity

whose efforts relate to the manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

2.12. “Recovered Funds” shall mean any funds recovered in a bankruptcy proceeding, other action, or settlement on or after the date of this MOU, provided that such funds are subject to this MOU as provided in Section 5.2.

2.13. “Settlement” shall mean the negotiated resolution of Litigation when that resolution has been jointly entered into by all the Parties, or if jointly entered into by fewer than all the Parties, this MOU is incorporated by the Settling Parties.

2.14. “Settlement Funds” shall mean any funds obtained through a Settlement on or after the date of this MOU, provided that the Settlement is subject to this MOU as provided in Section 5.2.

2.15. “Settling Parties” shall mean the State and any Local Governments which accept a Settlement and sign the corresponding Settlement agreement.

### **3. Allocation of Recovered Funds.**

3.1. All Recovered Funds, other than those directed to attorney fees and costs, regardless of allocation, shall be utilized consistent with the Approved Uses, as ultimately memorialized in a written Settlement agreement or bankruptcy plan, which shall become an order of the Litigation courts or other tribunals, including bankruptcy courts. Compliance with the Approved Uses shall be verified as set forth in Section 7.

3.2. 50% of the Recovered Funds shall be allocated to the State (“State Share”).

3.3. 50% of the Recovered Funds shall be allocated to the Participating Party Counties (“Local Government Share”) depending on participation, in the percentages in Exhibit A. If fewer than all subdivisions participate in a matter subject to this MOU pursuant to Section 5.2, the Participating Party Counties’ share shall remain 50% in total, and will be reallocated proportionately based on the allocation in Exhibit A.

### **4. Mechanism for Directing Recovered Funds to Approved Uses.**

4.1. The State Share shall be deposited by the National Settlement Fund Administrator into the Opioid Litigation Settlement Restricted Account and disbursed pursuant to the terms of that statute.

4.2. The Participating Subdivision share shall be distributed directly to each settling County pursuant to the percentages set forth in Exhibit A (adopted from <https://allocationmap.iclaimsonline.com/>), less funds distributed to the Utah attorney fee and expense fund pursuant to Section 6.

## **5. Local Government Allocation.**

5.1. As provided for in this Agreement the funds allocated to each settling County shall be paid to the County directly when possible and the County and its constituent municipalities may distribute the settling County's share of the Recovered Funds among all of the jurisdictions in that county in any manner they choose, consistent with the requirements set forth in the Settlements.

5.2. This Memorandum of Understanding shall apply to (1) the bankruptcies of Mallinckrodt PLC, Purdue Pharma L.P., Endo International PLC, and any other Pharmaceutical Supply Chain Participant against whom both the State and one or more Local Governments has claims; (2) any settlement for which the State and its subdivisions meet the participation threshold requirements specified in the applicable national settlement agreement for the relevant Pharmaceutical Supply Chain Participant; and (3) any other matter the State and Counties agree in writing to incorporate into this MOU.

## **6. Payment of Counsel and Litigation Expenses.**

6.1. The parties anticipate that Settlements may provide for the payment of all or a portion of the fees and litigation expenses of the State and local governments.

6.2. In the event that there is a national fund established to pay attorney fees related to a Settlement ("National Fund"), the Counties direct the administrator of settlement funds to allocate twenty (20) percent of the Local Government Share payments to a Utah attorney fee and expense fund ("Utah Fund"), from which counsel for the Settling Parties may seek payment of their attorney fees and costs not paid from a National Fund. Prior to applying to a Utah Fund, counsel for the Settling Parties must first apply for payment of attorney fees from a National Fund, after which it may seek its fees from the Utah Fund for any deficiency.

6.3. No portion of the State Share shall be used for the payment of Settling Party Local Government attorney fees and no portion of the State Share shall be used to establish the Utah Fund; no Settling Party Local Government Settlement Funds and no part of the Utah Fund shall be used for the payment of State attorney fees.

6.4. In addition to payment of attorney fees, in no event shall counsel for any Settling Party receive reimbursement for costs and expenses in excess of its actual costs and expenses or in excess of its reimbursement rights under its representation agreement.

6.5. Counties which did not retain outside counsel may not apply to any Utah Fund for payment of any attorney fees or costs.

6.6. The Counties participating in any matter subject to this MOU shall oversee any Utah Fund. The State shall bear no responsibility and waives any right it may have to oversee any Utah Fund. All expenses in administering the Utah Fund are the responsibility of the participating Counties.

6.7. If any Party is represented by more than one law firm, the Party shall be responsible for distribution of attorney fees and costs to its counsel. Each such Party shall designate the



attorney or law firm to which the settlement payment administrator will make each payment, and that attorney or law firm will be responsible for distributing those funds among the outside counsel for that party.

6.8. Payments to subdivision outside counsel from the Utah Fund shall be disbursed in the same proportion as the allocation percentages defined in Exhibit A. Portions of the Utah Fund that would otherwise be due to outside counsel for participating but non-litigating subdivisions shall be reapportioned to the outside counsel for litigating subdivisions on a pro rata basis based on the percentages in Exhibit A. The subdivisions represented by outside counsel shall inform the settlement fund administrator the amount of attorney fees owed to counsel and when those fees have been paid in full from the National Fund and, as necessary, the Utah Fund. Upon the administrator being informed that a settling County's attorney fees have been paid in full, it will release any remaining funds in the Utah Fund held for that settling County to that settling County.

## **7. Compliance Reporting and Accountability.**

7.1. At least annually, the Administrator shall provide an up-to-date accounting of payments and uses of Recovered Funds. The Administrator shall also provide an up-to-date accounting of payments and uses of Settlement Funds upon written request of a Participating Party.

7.2. Settling Party Local Governments shall file with the Administrator on or before May 30 of each year a proposed plan detailing the anticipated use of the Settlement Funds including (1) the amount of funds it anticipates disbursing; and (2) the proposed uses of those funds. For the State, on or before May 30 of each year, the Administrator shall make available to the other Settling Parties a plan detailing the same categories of information.

7.3. Settling Party Local Governments shall file with the Administrator, and the Administrator shall make available for the State to the Settling Parties, on June 30 of each year in which Settlement Funds are received, an annual report detailing the use of the Settlement Funds received including (1) the amount of funds received by that Settling Party; (2) the allocation of the funds received (listing the recipient of a third party, the program funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. The State shall provide this information separately to the appropriate authority designated in a Settlement document.

7.4. Out of any Settlement Funds, administrative expenses shall not exceed 1% of the Settlement Funds recovered by the State or any Settling Party.

7.5. Each Settling Party shall maintain, for at least the prior five (5) years, records of expenditures of Settlement Funds and documents underlying those expenditures, so the Settling Party can verify that all Settlement Funds are utilized consistent with this MOU, including the Approved Uses.

7.6. At least annually, each Settling Party shall publish on its website a report detailing for the preceding year (1) the amount of Settlement Funds received, and (2) the allocation of any

distributions from the Settling Party's Settlement allocation (listing the recipient, the amount distributed, the program funded, and disbursement terms).

7.7. If it appears to any Settling Party that another Settling Party is using or has used Settlement Funds for non-Approved Uses, the objecting Settling Party may on written request seek the documentation underlying the report(s) described in this MOU. The Settling Party receiving such request shall have fourteen (14) days to provide the requested information. The objecting Settling Party and the Settling Party receiving such request may extend the time for compliance with the request only upon mutual written agreement.


7.8. Each Settling Party may object to an allocation or expenditure of Settlement Funds by any other Settling Party solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provisions of this MOU, including the Approved Uses; or (2) violates the limitations set forth in Section 7.4. with respect to administrative expenses.

7.9. Following a request and production of information pursuant to Section 7.7. and when it appears that Settlement Funds are being or have been spent on non-Approved Uses, the objecting Settling Party may seek and obtain in an action in the Third District Court of Utah in Salt Lake County an injunction prohibiting the misusing Party from spending any Opioid Funds on non-Approved Uses and requiring the misusing Party to return the monies that were spent on non-Approved Uses after notice as is required by the rules of civil procedure. So long as an action is pending, distribution to the misusing Party of Opioid Funds temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but which have not been returned by the time the action is resolved.

7.10. In an action brought pursuant to Section 7.9., attorney fees and costs shall not be recoverable.

7.11. Nothing in this agreement shall limit the ability of subdivisions to pool or assign Recovered Funds to which they are entitled. If a subdivision assigns its Recovered Funds, the subdivision shall report the assignment to the State and publish the assignment on its website. The assignee of Recovered Funds shall assume the reporting requirements set forth above.

ACCEPTED by the undersigned and executed this 5<sup>th</sup> day of April, 2023.

Signature:   
Name: Stan Summers  
Title: Commissioner Chair  
Subdivision: Box Elder County

# Exhibit: A

**Exhibit A to One Utah Opioid Settlement MOU  
County Allocations**

Beaver	0.228%
Box Elder	1.464%
Cache	2.649%
Carbon	2.718%
Daggett	0.028%
Davis	8.695%
Duchesne	0.641%
Emery	0.938%
Garfield	0.147%
Grand	0.304%
Iron	1.622%
Juab	0.352%
Kane	0.439%
Millard	0.355%
Morgan	0.216%
Piute	0.022%
Rich	0.061%
Salt Lake	42.271%
San Juan	0.249%
Sanpete	1.013%
Sevier	0.661%
Summit	0.944%
Tooele	2.233%
Uintah	0.866%
Utah	15.426%
Wasatch	0.601%
Washington	4.865%
Wayne	0.109%
Weber	9.883%



**ORDINANCE NO. 575**

**AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING 391.41 ACRES LOCATED AT APPROXIMATELY 50375 WEST HIGHWAY 30 FROM MU-40 (MIXED USE 40 ACRES) TO MG-EX (MINING, QUARRY, SAND, & GRAVEL EXCAVATION) ZONE.**

**WHEREAS**, the applicant is requesting that the property described herein be zoned from MU-40 (Mixed Use 40 Acres) to MG-EX ((Mining, Quarry, Sand & Gravel Excavation) 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 adjacent property owner, and each affected entity at least 10 calendar days before the public hearing, and by posting it on the county's official website; and by publishing it 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 March 16, 2023, 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 April 5, 2023 to review and discuss this proposed amendment; and

**WHEREAS**, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the zoning map as set forth below is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

**NOW THEREFORE**, the County Legislative Body of Box Elder County, ordains as follows:

**SECTION 1: Zoning Map Amendment.** The Zoning Map of Unincorporated Box Elder County is hereby amended by classifying the following described parcels in unincorporated Box Elder County from MU-40 (Mixed Use 40 Acres) to MG-EX ((Mining, Quarry, Sand & Gravel Excavation) zone:

PARCEL 07-011-0049

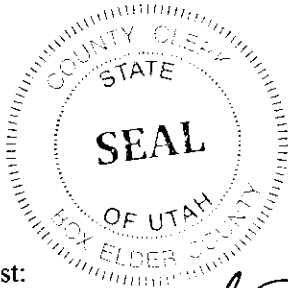
NE/4 & SE/4 OF SEC 32, T 13N, R 12W, SLBM. ALSO N/2 OF SW/4 OF SEC 32, T 13N, R 12W, SLBM.

EXC OF RES.

LESS: A STRIP OF LAND 10 RODS NORTH & SOUTH BY 40 RODS EAST & WEST MORE PARTICULARLY DESCRIBED AS: BEGINNING AT SW CORNER OF SE/4 OF SEC 32, T 13N, R 12W, SLBM AND RUNNING THENCE NORTH 10 RODS; EAST 40 RODS; SOUTH 10 RODS; WEST 40 RODS TO BEGINNING.

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

**PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED** this 5<sup>th</sup> day of April, 2023, by the Board of County Commissioners of Box Elder County, Utah,



Commissioner Summers  
Commissioner Bingham  
Commissioner Perry

Voting Aye  
Voting Aye  
Voting Aye

Box Elder County Commission - Chair

Attest:

Marla Young Tammy Gibson  
Box Elder County Clerk

State of Utah )  
.ss )  
County of Box Elder )

On this 7 day of April, 2023, personally appeared before me, the undersigned notary public, Stan Summers, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commissioner for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: June 23, 2026

Notary Public

