

**MINUTES  
BOX ELDER COUNTY COMMISSION  
APRIL 19, 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 11:15 a.m. on **April 19, 2023**. The following members were present:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	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 11:24 a.m.

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

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla Young	County Clerk

The prayer was offered by Commissioner Perry.

The Pledge of Allegiance was led by Treasurer Shaun Thornley.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF APRIL 5, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**

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

**Appreciation for Bookmobile - Commissioner Summers**

Chairman Summers stated they received a letter commending the bookmobile. It expressed a family's appreciation for being able to have access to the bookmobile.

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

**Modification to the Indigent Defense Grant - Commissioners**

Attorney Michael McGinnis explained they needed to make some modifications to the Indigent Defense Grant regarding reallocations for legal assistants and managing legal defender costs.

**MOTION:** Commissioner Bingham made a motion to approve the grant modifications and approve the reallocation for indigent defense fund. 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.

**Bear River Basin Area 29 - Commissioner Bingham**

Commissioner Bingham recommended the Commission send a letter to the State of Utah Water Resources Department expressing their concerns regarding the Bear River Basin Area 29. He recommended this item be put on a future agenda for further discussion.

**ARPA**

**Employee Retention and Recognition-Commissioner Perry**

Commissioner Perry explained the Commission has been trying to find ways to recognize and retain employees. He said they want to find ways to motivate the employees and show their appreciation. He explained ARPA allows funds to be used for retention of employees. He suggested the Commission authorize \$50,000.00 per year for two years to be used from ARPA funds for the retention and recognition of county employees.

**MOTION:** Commissioner Perry made a motion to approve \$50,000.00 per year for two years from ARPA funds to be used for the retention and recognition of county employees. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Fire Service Study - Commissioner Perry**

Commissioner Perry explained he met with mayors and those involved with public safety. He stated many entities work together especially along the mountainside and some working agreements have changed. He explained that Brigham City sent out for bids for a fire study and received three proposals. He explained two of the proposals didn't address specifics, but the proposal from AP Triton showed they clearly understood the scope of work. He recommended to the Commission to have a countywide study instead of just cities. He said the cost of the study would be \$86,873.00. He recommended using ARPA funds to pay for the study. He said the study would include things such as fire service budget development, financial projections, and dispatch costs.

**MOTION:** Commissioner Perry made a motion to approve \$86,873.00 from ARPA funds to pay for a fire study done by AP Triton. The motion was seconded by Commissioner Bingham carried unanimously on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**EMERGENCY MANAGEMENT ISSUES**

**Commissioners Approval and Signature on Flood Mitigation Grant Funding From State  
DEM-Mark Millett**

Emergency Manager Mark Millett explained they have applied for state funds to help with flooding. He said the grant is for \$74,000.00. He asked the Commission for approval.

**MOTION:** Commissioner Perry made a motion to approve the signature on the Flood Mitigation Grant. 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 - Contract #23-36**

**PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

**Beehive Broadband Progress Update-Commissioners**

Camron Francis, CEO of Beehive Broadband, gave an update on projects happening in Box Elder County. He presented a brief overview of the company and reported there are eleven new communities where broadband is being built in Box Elder County. They are actively working on these communities. He explained that much of the funding came from a Utah State Broadband

Center Grant. They have also done preliminary designs for other areas. There are funds coming through another grant and they will work with the county to secure the grants.

**Attachment No. 3 - Broadband Presentation**

**Inquiry About Property Transfer on Parcel 03-034-0048 or Request Cleanup-Sharon and Kerry Johnson**

Kerry and Sharon Johnson stated they live at 117 N 1000 E in Brigham City. They said there is an easement or small parcel behind their property that is owned by the county. It was struck back to the county in 2005 from a tax sale. They asked the Commission if they would be willing to deed the property to them. They presented a map and photos of the property to the Commission.

Attorney Hadfield stated they would need to go through the surplus property procedures.

**MOTION:** Commissioner Perry made a motion to send parcel #03-034-0048 to the Planning Commission to start the surplus property process. 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**

**Brigham City Land Exchange Agreement Related to 950 W and the Forest Street Overpass Project-Anne Hansen**

Deputy Attorney Anne Hansen stated they prepared a draft agreement with Brigham City for the land exchange. Their attorney is reviewing the agreement. There was a question whether or not a standard property title report was needed.

The Commissioners discussed whether or not to require a title report and decided it would be necessary and will discuss it in a future meeting for final approval.

**COMMISSIONERS**

**Indigent Public Defenders Contracts #23-22 through #23-25-Michael McGinnis**

Attorney Michael McGinnis presented the contracts for the public defenders.

There was some discussion regarding the costs of trials and how much may have to be covered by the county and not by the grant.

**MOTION:** Commissioner Perry made a motion to approve Contract #23-22 with Kimball Christensen. 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.

**MOTION:** Commissioner Perry made a motion to approve Contract #23-23 with Brady Garrett Stuart. 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.

**MOTION:** Commissioner Perry made a motion to approve Contract #23-24 with Jennifer D Reyes. 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.

**MOTION:** Commissioner Perry made a motion to approve Contract #23-25 with Michael Studebaker. 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 #23-22**

**Attachment No. 5 - Contract #23-23**

**Attachment No. 6 - Contract #23-24**

**Attachment No. 7 - Contract #23-25**

### **COMMUNITY DEVELOPMENT**

#### **Ordinance #576 -ADU Height Text Amendment-Scott Lyons**

Community Development Director Scott Lyons explained Ordinance #576 is a requested text amendment to Section 5-6-060 of the Land Use Management Code and addresses the height maximums for accessory dwelling units. He stated a public hearing was held in March Planning Commission meeting and they forwarded a recommendation for approval.

**MOTION:** Commissioner Bingham made a motion to approve Ordinance #576. 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.

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**Attachment No. 8 - Ordinance #576**

**Thurgood Subdivision (2 Lot)-Scott Lyons**

Community Development Director Scott Lyons presented the Thurgood Subdivision (2 lot). He stated the subdivision is located at approximately 11041 W 12800 N. He explained the two parcels are being split off of a larger parcel. The plat has been reviewed by all the necessary departments and is ready for approval.

**MOTION:** Commissioner Perry made a motion to approve the Thurgood Subdivision (2 lot). 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.

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

Community Development Director Scott Lyons presented the Brookside Estates Subdivision Phase 5. The subdivision is located at 18574 N 4000 W. It contains two lots. He stated they were waiting on a title report but it has been completed. He said the County Attorney has reviewed everything but they did not have the plat. He recommended approval pending the receipt of the plat.

**MOTION:** Commissioner Bingham made a motion to approve the Brookside Estates Subdivision Phase 5 pending on the receipt of the plat. 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.

**Corridor Preservation Fund Request-CPF23-01 Perry City 1200 South-Scott Lyons**

Community Development Director Scott Lyons stated they received a request for funds for requisition from the Corridor Preservation fund in the amount of \$1,787,611.00 for Perry City. He confirmed they met the minimum score and it was approved by the COG. He said they projected acquisition within twelve months and the construction date is undetermined.

**MOTION:** Commissioner Perry made a motion to approve \$1,787,611.00 for Project #CPF23-01 for Perry City. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summer voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Corridor Preservation Fund Request-CPF23-02 Mantua-Willard Peak/Main St Intersection-Scott Lyons**

Community Development Director Scott Lyons explained Mantua has a Corridor Preservation request for construction. He explained that small cities pull from a different scoring criteria and they have met that criteria. They are proposing to redo the intersection on Main Street at Willard Peak Road and Fish Hatchery Road. The estimated cost is \$133,390.000. They are requesting \$102,051.00 and proposing a ten percent match by the city. The request has been reviewed and approved by the COG.

**MOTION:** Commissioner Bingham made a motion to approve Project #CPF23-02 for Mantua Town in the amount of \$102,051.00. 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.

**Recess to RDA meeting**

**MOTION:** Commissioner Perry made a motion to move into an RDA meeting. The motion was seconded by Commissioner Bingham and the Commission recessed to hold an RDA meeting.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 123042 through 123045 and 120392 through 120441 in the amount of \$826,110.49 and claim numbers 120442 through 120476 in the amount of \$87,402.35 with voided claim number 120231, 120157, 120228, 120284.

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

Employee Name:	Department:	PA Type:	Effective Date:
DOUGLAS, FRED	ROAD DEPARTMENT	COMPENSATION CHANGE	04/07/2023
YOUNG, GORDON	ROAD DEPARTMENT	SEPARATION	04/07/2023
WINTER, KELSEY	SHERIFF'S OFFICE	VOLUNTEER	04/19/2023
WALKER, KELLY	ROAD DEPARTMENT	REHIRE	05/01/2023

**CLOSED SESSION**

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

**MOTION:** At 12:51 a motion was made by Commissioner Bingham to move into a closed session. The motion was seconded by Commissioner Perry and unanimously carried.

**MOTION:** At 1:08 a motion was made by Commissioner Perry to reconvene into regular commission meeting. Commissioner Bingham seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

**ADJOURNMENT**

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 1:08 pm.

**ADOPTED AND APPROVED** in regular session this 3rd day of May 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 19, 2023 at 11:30 AM**

**AGENDA**

**NOTICE:** *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. on Wednesday April 19, 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 11:30 A.M.**

- A. Invocation Given by: Commissioner Perry
- B. Pledge of Allegiance Given by: County Treasurer Shaun Thornley
- C. Approve Minutes 04-05-2023

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

**4. FORMER AGENDA ITEMS**

**5. ARPA**

- A. Employee Retention and Recognition-Commissioner Perry

**6. EMERGENCY MANAGEMENT ISSUES**

- A. Commissioners Approval and Signature on Flood Mitigation Grant Funding From State DEM-Mark Millett

**7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

- A. 11:38 Beehive Broadband Progress Update-Commissioners
- B. 11:44 Inquiry About Property Transfer on Parcel 03-034-0048 or Request Cleanup-Sharon and Kerry Johnson

**8. ATTORNEY'S OFFICE**

- A. 11:48 Brigham City Land Exchange Agreement Related to 950 W and the Forest Street Overpass Project-Anne Hansen

**9. COMMISSIONERS**

- A. 11:50 Indigent Public Defenders Contracts #23-22 Through #23-25-Michael McGinnis

**10. COMMUNITY DEVELOPMENT**

- A. 11:54 Ordinance #576 -ADU Height Text Amendment-Scott Lyons

- B. 11:56 Thurgood Subdivision (2 Lot)-Scott Lyons
- C. 11:58 Brookside Estates Subdivision Phase 5-Scott Lyons
- D. 12:00 Corridor Preservation Fund Request-CPF23-01 Perry City 1200 South-Scott Lyons
- E. 12:02 Corridor Preservation Fund Request-CPF23-02 Mantua-Willard Peak/Main St Intersection-Scott Lyons

**11. WARRANT REGISTER**

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

**13. CLOSED SESSION**

**14. ADJOURNMENT**

Prepared and posted this 14th day of April, 2023. Mailed to the Box Elder News Journal and the Leader on the 14th day of April, 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 11:30 a.m.

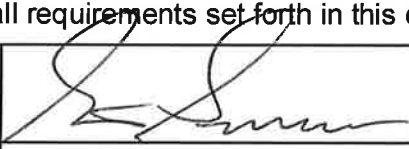
A handwritten signature in black ink, appearing to read "Marla R. Young". The signature is fluid and cursive, with the first name "Marla" being more prominent.

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.

## Award Document

<b>Award Document</b>	<b>Utah Department of Public Safety (DPS)</b> <b>Division of Emergency Management (DEM)</b> Funding Entity: Division of Emergency Management Award Date: 03/01/2023			
<b>1a. Agreement No.</b> DEM-FLOOD23-002	<b>2. Amendment No.</b> N/A	<b>3. UEI No.</b> N/A	<b>4. Type of Action</b> Award	
<b>6. Recipient Name</b> Box Elder County	<b>7. Name of Recipient Project Officer</b> Mark Millett	<b>8. Contact Information</b> mmillett@boxeldercounty.org	<b>9. Name of DEM Project Coordinator</b> Tanner Patterson 801.598.1610 tpatterson@utah.gov	
<b>10. Effective Date of This Action</b> 03/01/2023	<b>11. Assistance Arrangement</b> Mixed	<b>12. Period of Performance</b> From: 03/01/2023 To: 07/31/2023		
<b>13. Description of Action</b> Indicate funding obligation of award relating to project(s) in provided project summary				
<b>Program Name</b>	<b>CFDA No.</b>	<b>Prior Award</b>	<b>Amount Awarded</b>	<b>Current Total Award</b>
SB0003 Flood Mitigation	N/A	\$0.00	+\$74,500.00	\$74,500.00
<b>Acceptance and Certification</b>				
My signing below, the signatory official and project manager certify that they have read, understand, and will comply with all requirements set forth in this document.				
<b>Recipient Signatory Official*</b>			<b>Date:</b> 4/19/2023	
<b>Printed Name and Title</b>	Stan Summers, chairman			
<b>DEM Signatory Official</b>			<b>Date:</b>	04/05/2023
<b>Printed Name and Title</b>	Kris Hamlet, Director			
*A signatory is someone who signs a contract, therefore creating a legal obligation. Meaning that the person who signs here needs to have the authority of creating a legal obligation for your jurisdiction.				

# Project Summary

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Agency/County	Category	SUM of Total
Box Elder County	Handtools/Supplies/PPE for Flood Mitigation Work	\$2,500.00
	Storage Solutions	\$22,000.00
	Water Pumps	\$50,000.00
Box Elder County Total		\$74,500.00

**Award Packet  
For  
CY2023 Flood Mitigation Funding**



**Award Distributed By  
The Department of Public Safety's (DPS)  
Division of Emergency Management (DEM)**

# Award Letter

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April 5, 2023

Mark Millett

Box Elder County

The Utah Division of Emergency Management is pleased to inform you that a grant award for Box Elder County has been approved in the amount of \$74,500.00 from Flood Mitigation Funding Provided by the State of Utah through SB0003.

This letter and its attachments outline the terms and conditions of accepting this award. Please read all terms and conditions carefully, sign, and return along with this signed award packet no later than April 14, 2023. The signed award letter should be sent via email to Tanner Patterson ([tpatterson@utah.gov](mailto:tpatterson@utah.gov)).

We look forward to working with you on this award. For any questions, please contact Tanner Patterson, Finance Manager at [tpatterson@utah.gov](mailto:tpatterson@utah.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Kris Hamlet". The signature is fluid and cursive, with the first name "Kris" and last name "Hamlet" clearly distinguishable.

Kris Hamlet, Director  
Utah Department of Public Safety  
Division of Emergency Management

# Statement of Work

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## 1. Purpose

- a. The State of Utah, through the Utah Division of Emergency Management (DEM) within the Department of Public Safety (DPS) makes this funding available to the identified recipient for the purpose of flood mitigation efforts.

## 2. Information

- a. Issued by – The State of Utah/Department of Public Safety/Division of Emergency Management
- b. Appropriation Authority for Program – SB0003 “The Legislature intends that an additional \$5,000,000 provided for the Department of Public Safety - Emergency Management - Emergency and Disaster Management item 74 of chapter 3, Laws of Utah 2022 not lapse at the close of Fiscal Year 2023. Funding shall be limited to Emergency Management Flood Mitigation.” This is a one-time funding appropriation.

## 3. Method of Distribution

- a. Advance
  - i. Upon completion of this agreement, DEM shall advance 75% of the identified award amount to the identified recipient. The final 25% of the award shall be processed following completion of the reporting requirements set forth in this agreement.
  - ii. Under this distribution method, counties are asked to act as the fiduciary for these funds and can handle subrecipient allocations as appropriate. (Pass-thru, spend funds on behalf of subrecipients, etc.)
  - iii. The primary recipient of the funds will be responsible for reporting requirements.

## 4. Agreement Period

- a. Effective Date – March 01, 2023
- b. Termination Date – July 31, 2023 with no option for renewal or extension
- c. Incurred Cost Period – March 01, 2023 – July 31, 2023
- d. Closeout Timeline – 90 days following the termination date, October 29, 2023

## 5. Eligible expenses and activities

- a. Sandbags
- b. Sandbagging Machines
- c. Water Walls
- d. Channelizing Devices
- e. Signage
- f. Water Pumps and Generators
- g. Outreach Activities
- h. CERT Supplies and Equipment
- i. Hand tools/PPE for mitigation activities
- j. Mitigation projects (contracts or personnel costs)
- k. Other mitigation activities upon approval

## 6. Approvals

- a. The list located under the section “Eligible expenses and activities” are pre-approved expense categories. For any intended use of funds other than what is provided in “Eligible expenses and activities” or in the “Project Summary” at the end of this agreement, prior

written approval is required. Please email inquiries regarding alternative use of this funding to [tpatterson@utah.gov](mailto:tpatterson@utah.gov).

## **7. Recipient Responsibilities**

- a. It is the recipient's responsibility to ensure all funding spent is aligned with efforts to prepare for, prevent, or mitigate potential flooding.

## **8. Reporting and closeout**

- a. Following the end of the period of performance, or an earlier date at the convenience of the recipient, recipients shall provide a spending report via email to [tpatterson@utah.gov](mailto:tpatterson@utah.gov) to include a narrative of spending accompanied by proof of purchase/proof of payment for the reported expenses. Pictures of equipment are also encouraged in any reporting.

## **9. Monitoring and Disallowed Costs**

- a. All recipients must comply with monitoring requests from the Utah Division of Emergency Management.
- b. If an expense is found to not align with the intent of this funding the cost of identified expenses may be disallowed and the relevant award amount deobligated and returned to the state.





# Box Elder County Commission

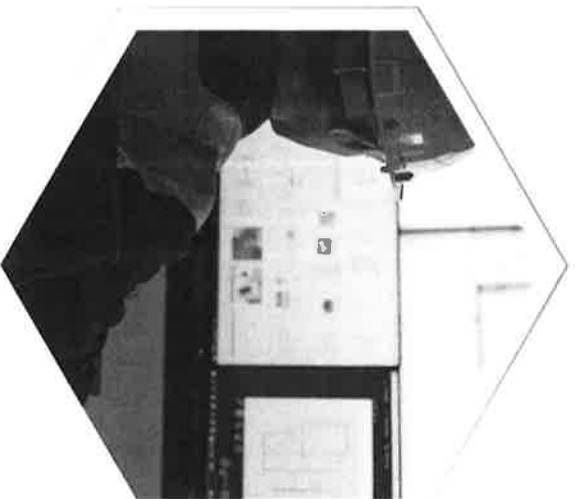
## April 19, 2023

Connected is Better

**Cameron Francis**  
*Chief Executive Officer*



# Company Overview



## Beehive Broadband

Approximately 50 Employees

+ Many Contractors

Operations in Utah and Nevada

Headquarters in Lake Point, Utah

# Our History

- 60 Year History
- Founded by Arthur Brothers (d. 2016 at age 86)
- Originally known as the Silver Beehive
- 2000 +- miles of Beehive-owned fiber.
- Beehive's infrastructure includes 27 tower sites, 14 of which are on mountain tops.
- Beehive technicians drive almost 1,000,000 miles and use roughly 36,000 gallons of fuel per year.

# The Customer Experience

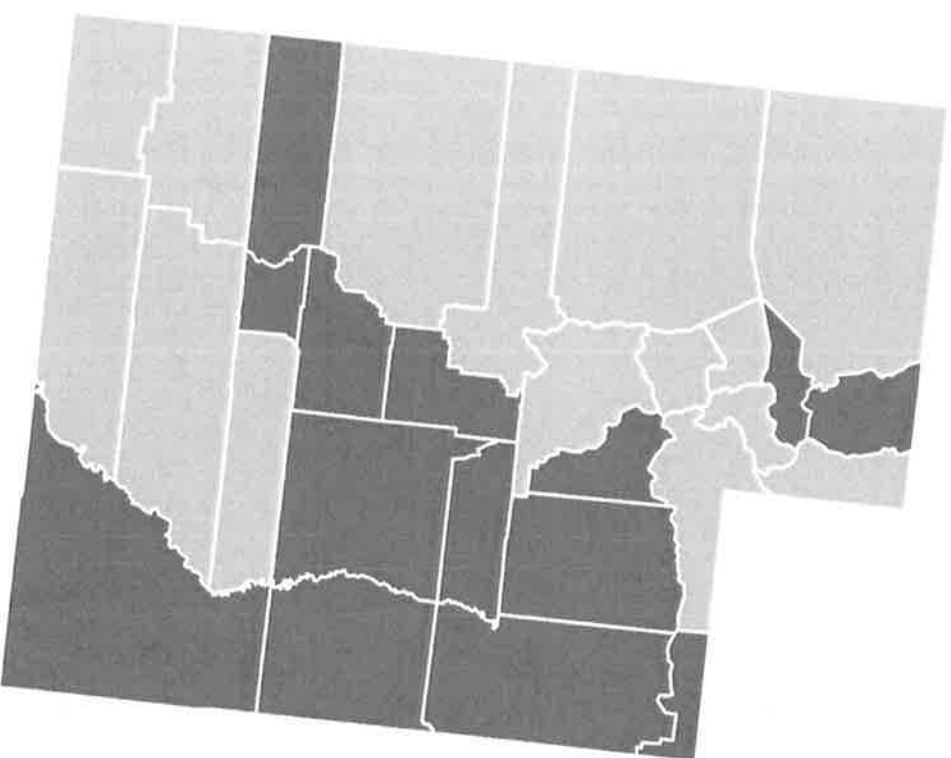
- 4 Star Rating on Google
- 4 Star Rating on Facebook
- Average of 1 Support Call Annually for Every 20 Subscribers



# Service Area

# Counties - Utah

Cache  
Davis  
Millard  
**Box Elder**  
Juab  
Washington  
Rich  
Garfield  
Tooele  
Summit  
Iron  
Wayne  
Morgan  
Kane  
Salt Lake  
Utah



# Urban Communities - Utah

Bluffdale	Orem
<b>Brigham City</b>	Payson
Cedar Hills	Perry
Centerville	Pleasant Grove
Clearfield	Providence
Erda	Riverton
Grantsville	Salt Lake City
Lake Point	Santa Clara
Layton	Syracuse
Lehi	Tooele
Lindon	<b>Tremonton</b>
Midvale	West Point
Morgan City	West Valley City
Murray	Woodland Hills
Orem	

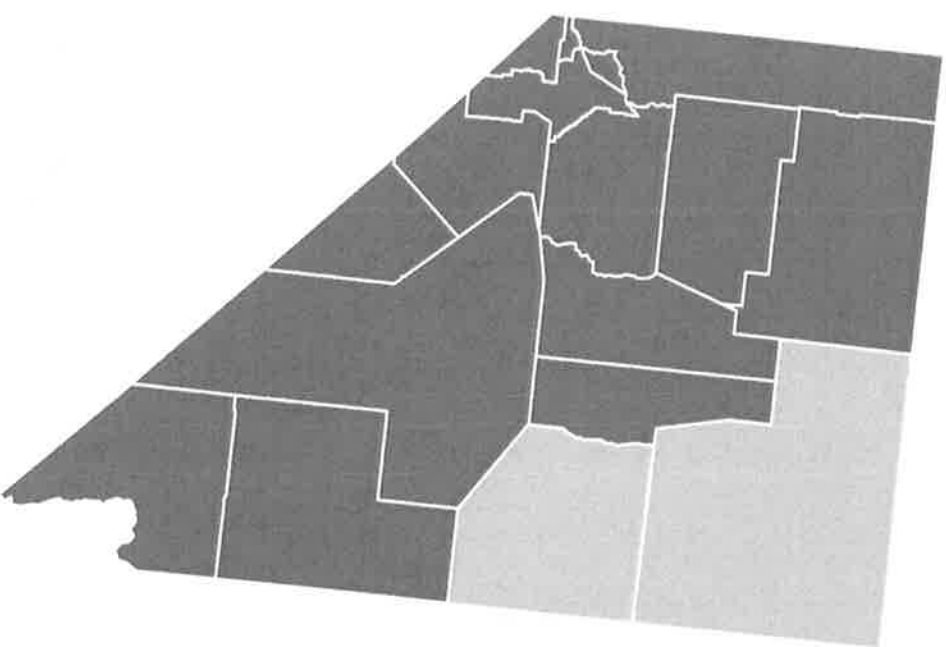


# Rural Communities - Utah

Bullfrog	Lofgren	Snowville
Caineville	Lucin	Terra
Callao	Lynn	Ticaboo
Cedar Highlands	Mount Moriah	Trout Creek
Dove Creek	Mountain Green	Vernon
Eskdale	Morgan	Wendover
Faust	Notom	
Fish Springs	<b>Park Valley</b>	
Gandy	Partoun	
Garrison	Peterson	
Gold Hill	Porterville	
Granite Ranch	<b>Rosette</b>	
<b>Grouse Creek</b>	Rush Valley	
Ibapah	Sandy Ranch	
Kelton	Skull Valley	
Kolob	Snake Valley	

# Counties - Nevada

Elko  
White Pine



# Communities - Nevada

Baker  
Burbank  
Deeth  
Goshute  
Grouse Creek  
Independence  
Mary's River  
Moor  
Oasis  
Pilot Valley  
Pleasant Valley  
Elko  
Ely  
Spring Creek  
Wells  
West Wendover

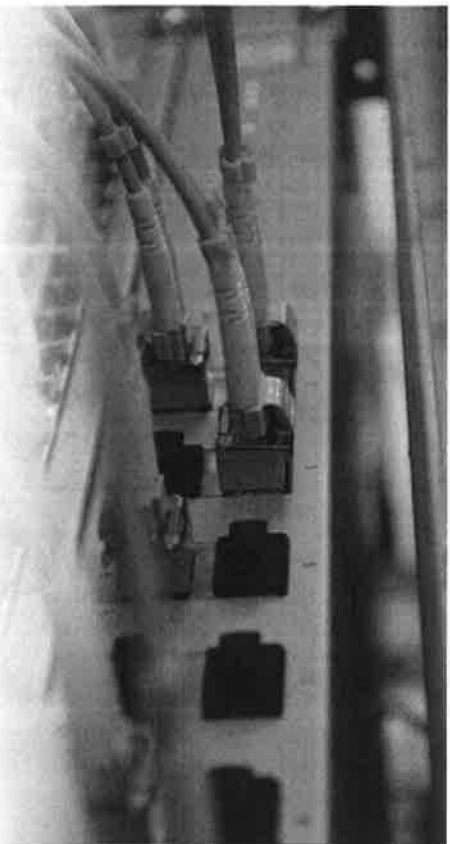
## We are Building 11 New Communities in Box Elder County in the Next 12-24 Months

- Snowville, UT
- Bothwell, UT
- Marble Hill, UT
- Thatcher, UT
- Penrose, UT
- Bear River, UT
- Elwood, UT
- Mantua, UT
- Howell, UT
- Willard, UT
- South Willard, UT





## Governor's Office of Economic Opportunity



### Utah Broadband Center Announces 2022 Grant Recipients



Navajo Tribal Utility Authority	\$420,732
All West	\$508,425
CentraCom	\$839,708
South Utah Valley Electric	\$2,174,692
Beehive Broadband	\$5,856,443
Total	\$10,000,000

# Press Conference

Thursday March 10<sup>th</sup>,  
2022

- Beehive Broadband
- Governor Cox & Staff
- Utah Broadband Office
- Box Elder County Leaders
- Mayors and City Council
- Residents

**Box Elder County to receive \$5.8M in grants to expand broadband access**

Jacob Smith, KSL.com  
Posted - March 10, 2022 @ 5:18 PM



MANTUA, Box Elder County — Residents of Box Elder County will get faster internet speeds in the near future, as part of a grant to help strengthen connectivity around the state.

Utah Gov. Spencer Cox said Box Elder County will get \$5.8 million of Utah's \$10 million

Broadband Access Grant with the goal of bringing high-speed fiber optics to rural areas of the state. Cox, members of the Governor's Office of Economic Opportunity and local leaders were in Mantua Thursday, to announce the grant for the northern Utah county.

When he works with communications



BEHIVE  
BEEHIVE BROADCASTING

# August 4<sup>th</sup>, 2022

## Snowville Community BBQ



# August 26<sup>th</sup>, 2022

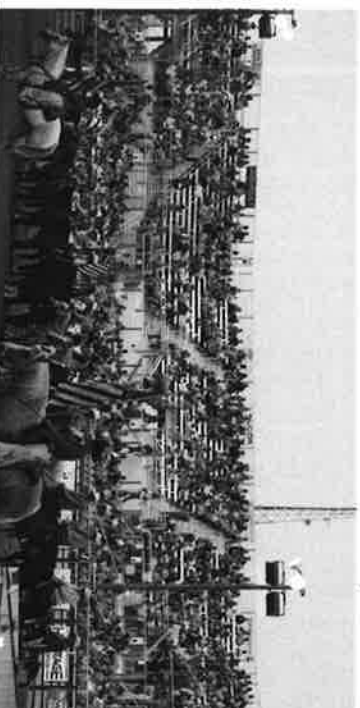
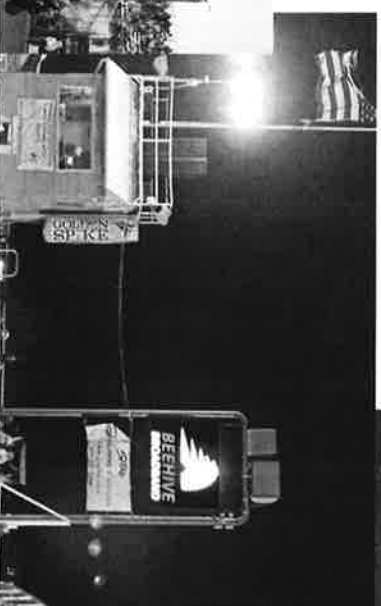
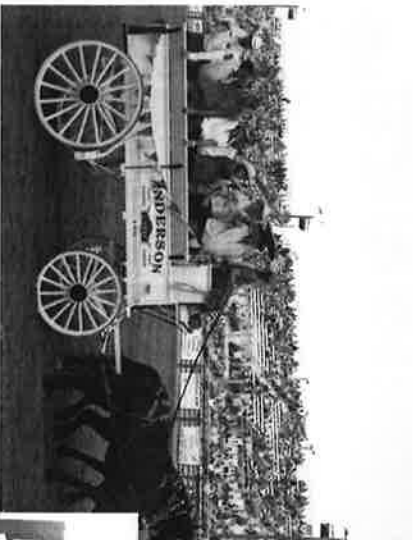
## Touring Bothwell with UT Lieutenant Governor Deidre Henderson and Box Elder County Commissioner Stan Summers





# August 27<sup>th</sup>, 2022

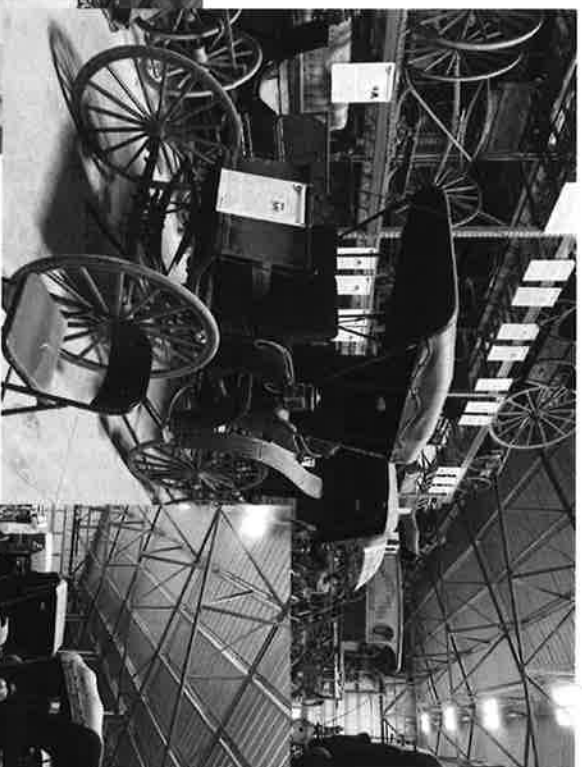
## Golden Spike Rodeo Sponsorship



# February 7<sup>th</sup>, 2023 - Bothwell Construction Review



March 29<sup>th</sup>, 2023  
Bothwell Customer Highlight - Eli Anderson  
Wagon Land Adventures, Festival April 28-30th





# Box Elder County Projects

## Box Elder County Projects

Updated 04-17-2023

	Bothwell	Marble Hill	Thatcher	Penrose	Howell	Bear River City	Elwood	Mantua	Willard	South Willard	Snowville
Customers (Residential and Business)	232	90	178	55	150	302	274	457	800	636	68
Aerial Fiber Miles	18.1	1.1	8.3	5.1	18.4	7.5	20.9	3.7	8.9	3.5	0
Live In-ground Fiber Miles	1.7	7.5	1.3	0.6	2.9	4.6	3.9	4.6	2.2	5.9	9.2
Pre-Engineering	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Field Engineering	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Permitting	100%	75%	95%	100%	95%	100%	100%	100%	90%	90%	100%
Construction Materials Procurement	100%	75%	25%	25%		25%	25%	25%			100%
Construction	98%										100%
Drop Placement	50%										100%
Splicing	100%										95%
Network Electronics Procurement	100%	100%	70%	70%							100%
FTTX Electronics Procurement	100%										100%
Home Installs	50%										70%

Total Potential Subscribers 3242

3242



# Sales and Marketing

# Direct Mail, Door Hangers, Digital

- Consistent attention to newly released areas:
  - Post cards
  - Letters
  - Informative brochures
  - Door hangers
- Social Media Platforms
  - Facebook, Instagram, Twitter, Beehive Website, Blog, etc.
- Community Events - interested in sponsorship and community awareness opportunities
- Focus on awareness, education, special offers and available products and services

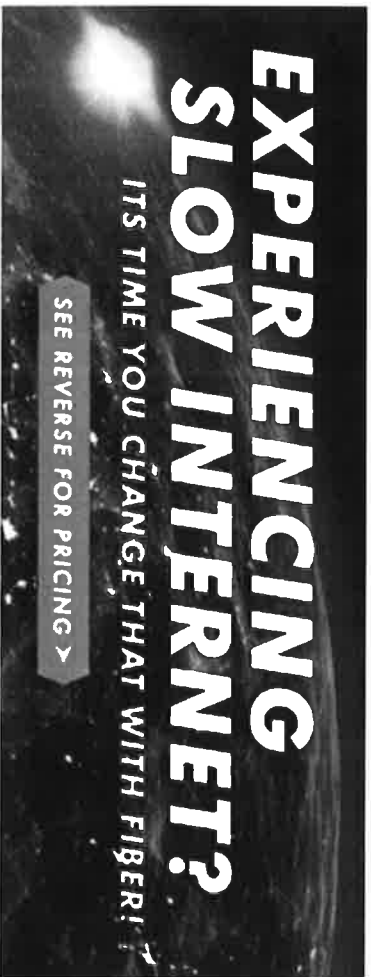


# Touch Points

- 60-30 Days Prior
  - Letter
  - Post Card #1
- 30-1 Days Prior
  - Post Card #2
  - Fiber Internet Brochure
  - Door Hangers
- 2-4 Weeks After Install
  - Follow-up phone Call



# Beehive Direct Mail Campaigns - Example



## EXPERIENCING SLOW INTERNET?

IT'S TIME YOU CHANGE THAT WITH FIBER!

SEE REVERSE FOR PRICING >

EVERYTHING YOU NEED FOR YOUR LIFE



Up to 100x  
Faster Than  
Competitors



No  
Data Caps



Dependable  
Service You  
Can Trust

**CALL NOW!**  
844-390-3293  
OR VISIT [BEEHIVE.NET](http://BEEHIVE.NET)




**Get 100Mbps**  
Internet starting at  
**\$59.95 /MO.**

**Get 1Gbps**  
Internet starting at  
**\$99.95 /MO.**

**DON'T WAIT!**

FIND TOP-QUALITY INTERNET, PHONE AND TV SERVICES THAT ACCOMMODATE YOUR BUSY LIFESTYLE

CALL 844-390-3293 OR VISIT [BEEHIVE.NET](http://BEEHIVE.NET)



**BEEHIVE**  
BROADBAND  
2000 South Road  
Lake Park, UT 84074





**844-390-3291 • BEEHIVE.NET**

## THE HIVE EFFECT

Experience it now. Get Internet, TV & Phone.

What makes this so different? Beehive Broadband has already run fiber optic cabling through the conduit of this property, saving you time and money! Join today to see what all the buzz is about.

### PERKS OF THE HIVE



Up to 100x  
Faster Than  
Competitors



No  
Data Caps



Dependable  
Service You  
Can Trust

Why is Beehive Broadband's fiber connection the best option for you?

- ✓ Greater Value
- ✓ Greater Capacity
- ✓ Greater Speed
- ✓ Greater Reliability
- ✓ Greater Longevity
- ✓ Locally Owned

Contact us today to get  
steward and experience  
The Hive Effect for yourself!

Welcome To  
Your New Home!

Let's help you get settled in with the  
Best Phone, TV, and Internet Services.

**Call 800-615-8021**  
to get started today!

#### BEEHIVE BROADBAND

2000 Sunset Road  
Lake Point, Utah 84074  
(800) 615-8021

Beehive.net

Follow us on



EXCLUSIVE OFFER!

**FREE INSTALL**

(Value of \$200)

+

**1 FREE**  
**MONTH**

of Internet service

PROMO CODE: FREE-BEE-002

EXCLUSIVE OFFER ON THE BACK!



**BEEHIVE**  
**BROADBAND**

**Congratulations on  
Your New Home!**

Join Beehive Broadband and  
Get the Best Deals and Service  
on Internet, TV and Phone.

**CALL TODAY!**  
**800-615-8021**

**Example**  
**New Home Fiber**  
**Brochure**  
**(outer panel)**





## Fiber Internet

Think you've seen high-speed internet? If it's not fiber then you haven't experienced anything yet. Fiber is the fastest broadband available, moving literally at the speed of light. With Beehive Broadband fiber you can experience speeds up to 100x faster than most providers.

### Residential plans include:

- ✓ Ability to connect all your Wi-Fi enabled devices
- ✓ Stream content from your favorite apps
- ✓ Up to 1Gbps speeds available
- ✓ No Data Caps
- ✓ Cable router to provide you with the best possible internet experience
- ✓ Wi-Fi Extenders and Battery Backup options are also available
- ✓ Dedicated fiber to your premise
- ✓ 24/7 technical support

Get **100Mbps** Internet starting at **\$59.95/MO\***  
Get **1Gbps** Internet starting at **\$99.95/MO\***

**CALL TODAY! 800-615-8021**

\*12 month contract is required for internet service. Not available in all areas



## BEEtv

BEEHIVE BEEtv is the future of television entertainment. Bring your own compatible streaming device and enjoy all your favorite channels, all the time. Pick which channel package you'd like and download the BEEHIVE BEEtv app. See shows as they air or use the app's cloud storage to DVR episodes and watch them later. Visit [www.beehive.netv-service/](http://www.beehive.netv-service/) to see pricing and our channel line-ups and features.

### Residential plans include:

- ✓ Access to TV Everywhere (WTV)
- ✓ 3 concurrent streams with upgrade option for 5 or 10
- ✓ 100 DVR hours with upgrade option for 300 or 500 hours
- ✓ Ability to bring your own compatible device
- ✓ Several programming and à la carte options available

Get **Beehive BEEtv** starting at just **\$39.95/MO**

**BEEtv does not require a contract!**



## Digital Voice

Make the most of your dedicated fiber connection by adding our enhanced Digital Voice service, also known as Voice over IP, or VoIP. Offering unsurpassed quality, VoIP can convert calls into data that travels over your high-speed internet connection. This results in crystal-clear sound quality, at a fraction of the cost of a traditional landline.

### Our VoIP includes:

- ✓ Caller-ID
- ✓ Call-Waiting
- ✓ Call-Waiting Caller-ID
- ✓ Call-Forwarding
- ✓ 3-Way Calling
- ✓ Free Long Distance within the United States/Canada

Get **Digital Voice** starting at just **\$19.95/MO\*\***

**Digital Voice (VoIP) does not require a contract!**

\*\*Additional taxes and fees may apply.

**Example  
New Home Fiber  
Brochure  
(inner panel)**





**THE HIVE EFFECT**

Experience it now.  
Get Fiber Internet, TV & Phone.

SIGN UP NOW WITH  
**THE PERFECT PROVIDER**

FIBER TV PHONE

**844-533-6882 BEEHIVE.NET**  
SEE REVERSE FOR OFFER

**BEEHIVE BROADBAND**




**Get 100Mbps**  
Fiber Internet starting at  
**\$59.95/mo\***

Experience speeds up to 1Gig for \$99.95/mo\*

844-533-6882  
BEEHIVE.NET

**BEEHIVE BROADBAND**

**NEED TV?**  
Ask about our BeeTV service and Apple Settop box



\*Speeds for upload and download may vary and are not guaranteed.  
Copyright Beehive Broadband 2019.



## Door Hangers

- Once a new area is received, we will distribute door hangers to help spread awareness, educate on available offers, and communicate pricing.

**BEEHIVE BROADBAND**

# Existing Customer Outreach Programs



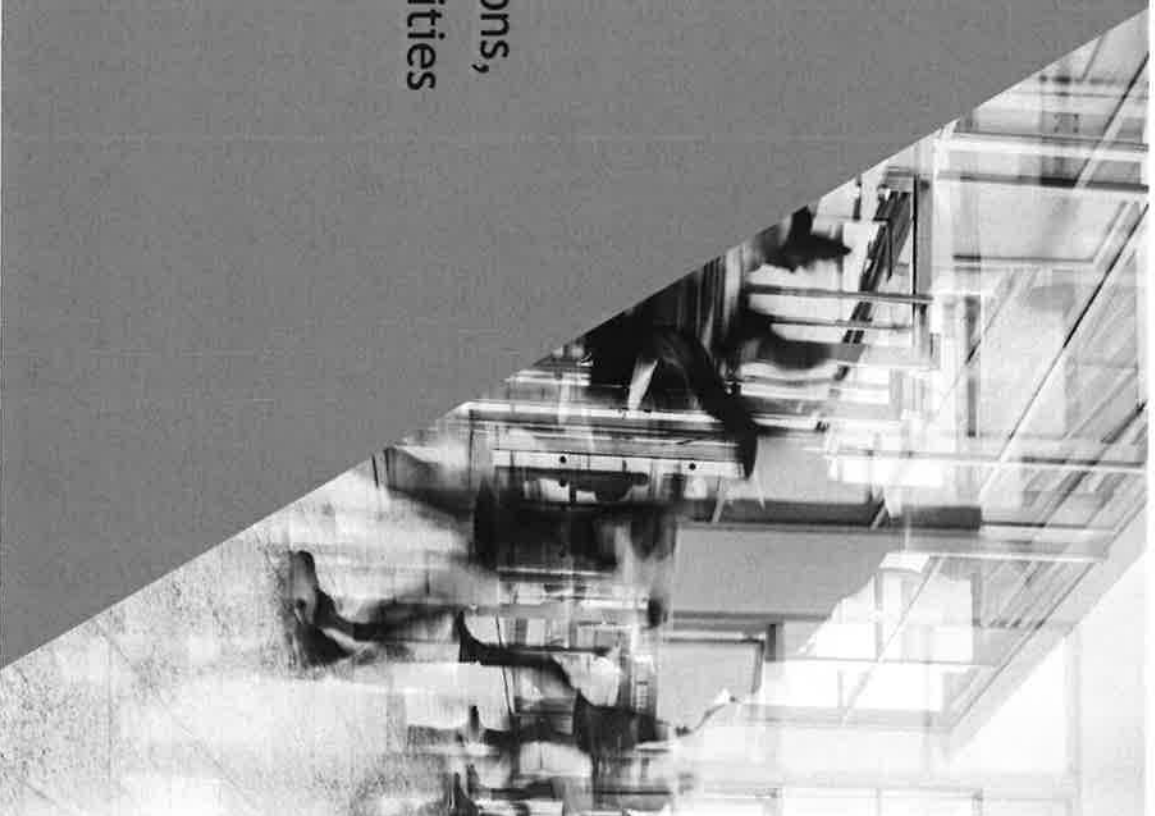
- Customer follow up calls
  - Between 2-4 weeks after being installed, every Beehive customer receives a phone call to touch base on how their service is going, answer any questions, and thank them for being a customer
- Newsletters
  - These are sent to existing customers on a monthly basis with a goal to help educate, explain, and provide awareness on how customers can learn more about their service, what additional solutions are available, and how to contact Beehive for questions, support, etc.

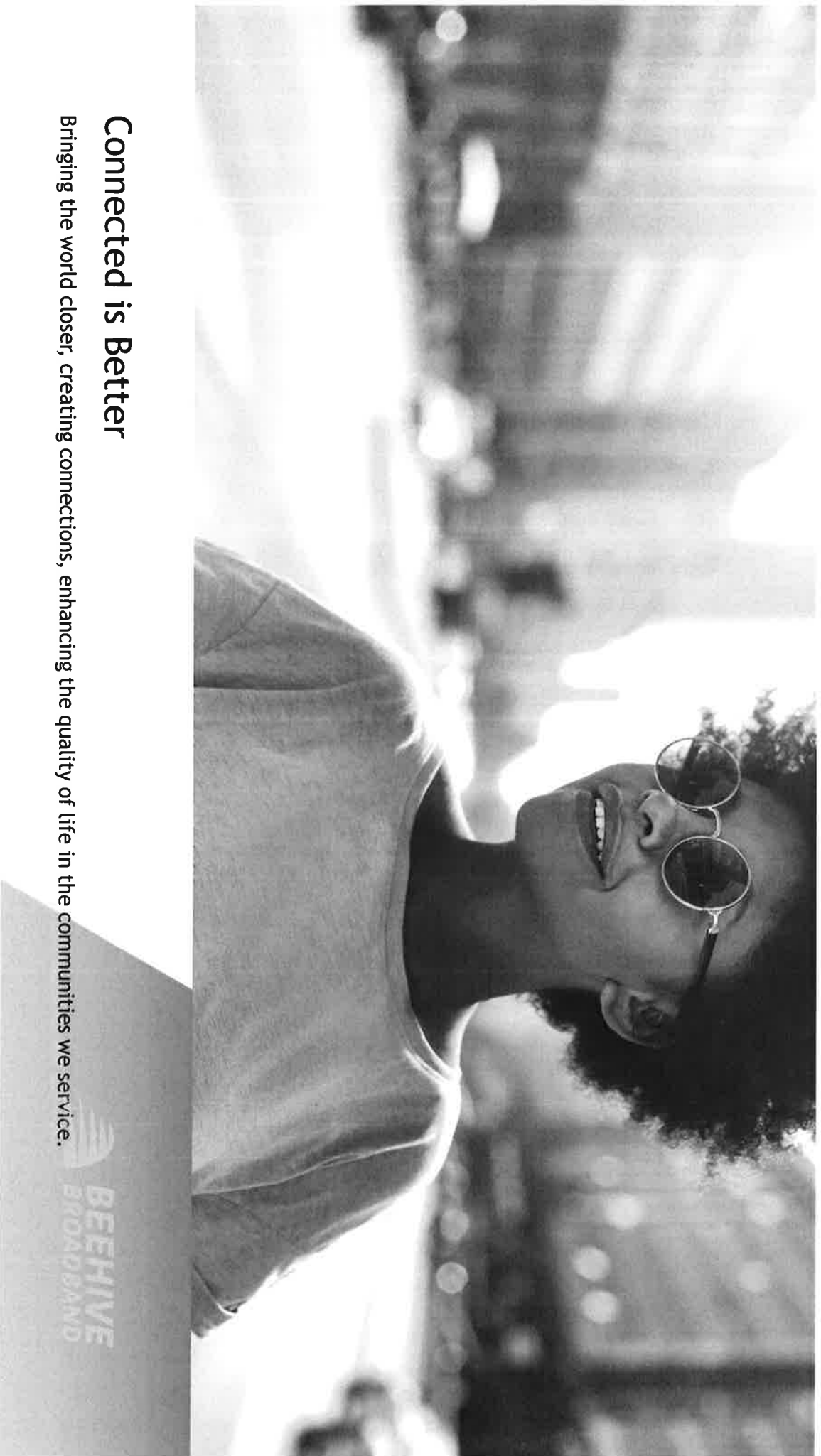


# Thank-You

Bringing the world closer, creating connections,  
enhancing the quality of life in the communities  
we service.

**Cameron Francis**  
*Chief Executive Officer*





## Connected is Better

Bringing the world closer, creating connections, enhancing the quality of life in the communities we service.

**BOX ELDER COUNTY**  
**AGREEMENT FOR INDIGENT LEGAL SERVICES**  
**PUBLIC DEFENDER CONTRACT**

THIS AGREEMENT made and entered into this 1st day of April 2023, by and between Box Elder County and Kimball Christensen (14613) hereinafter referred to as "Public Defender."

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a "defense services provider" to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County ("Managing Defender") who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other legal defenders retained by Box Elder County have a conflict of interest.



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

**1) Oversight by the Managing Defender:** Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

- a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
- b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
- c. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
- d. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- e. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.
- f. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
- g. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients,

including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

- 2) **Compensation and term:** The terms of this Agreement shall be from *April 1, 2023, through March 31, 2025. (Twenty-Four Months)*. Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$7,500.00**. Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. Any COLA implemented by Box Elder County shall also apply to this agreement.
- 3) **Services provided:** This agreement is mainly to provide indigent defense in *juvenile court*. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, or conflicts in district court. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all ethical and legal standards required by law and the rules of professional conduct.
- 4) **Accessibility & Jail Visits:** The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients

reasonably in advance of any hearing or trial.

**5) Qualifying Indigents:** It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:

- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court;
- b. The court has reviewed the affidavit and considered any other pertinent information;
- c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and
- d. The court has made the actual appointment on the record of a Public Defender for the applicant indigent in accordance with the criteria established by the court for

**6) Non-Indigent Clients:** Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertain to services provided under this Agreement.

**7) Conflicts of Interest and/or Inability to Represent:** In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be assigned by the Managing Defender exhausting all current contracted Public Defenders, after which substitute counsel may be retained by Box Elder County

and appointed by the court.

**8) Payment of Expenses:** In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.

a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.

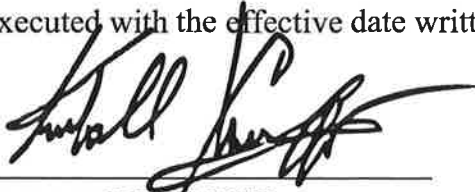
b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the Managing Defender). Otherwise, the Public Defender shall be responsible to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement.

**9) Employment Status/Liability:** Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in

effect through the term of this agreement.

- 10) **Current Cases:** It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.
- 11) **Transition upon Non-Renewal of Contract:** In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County or in the event this Agreement is terminated by either party or by operation of law:
  - a. Public Defender agrees to cooperate with any successor(s). This may include filing any timely pleadings for withdrawal and the delivery of all applicable files, information, and material to their successor(s).
  - b. All matters pending at that time shall become the responsibility of the subsequently appointed conflict defense services provider, subject to the approval of the court.
- 12) **Right to Terminate:** This Agreement may be terminated, with or without cause, by either party upon sixty days written notice to the Managing Defender.
- 13) **Non-Assignability:** This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.
- 14) **Satisfactory Performance:** The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.

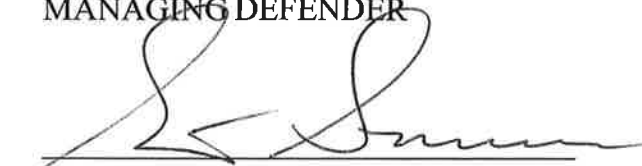
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.

  
PUBLIC DEFENDER

04/01/2023  
DATE


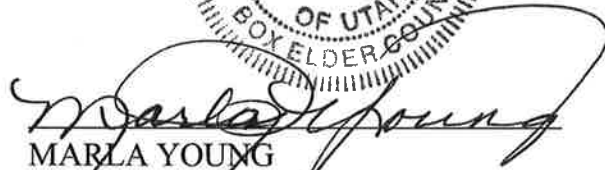
Michael C. McGinnis  
MICHAEL MCGINNIS  
MANAGING DEFENDER

4/12/2023  
DATE

  
STAN SUMMERS  
BOX ELDER COUNTY COMMISSION

4/19/2023  
DATE

ATTEST:

  
  
MARLA YOUNG  
BOX ELDER COUNTY CLERK

4/19/2023  
DATE

APPROVED AS TO FORM:

Stephen R. Hadfield  
STEPHEN R. HADFIELD  
BOX ELDER COUNTY ATTORNEY

4/19/2023  
DATE

**BOX ELDER COUNTY**  
**AGREEMENT FOR INDIGENT LEGAL SERVICES**  
**PUBLIC DEFENDER CONTRACT**

THIS AGREEMENT made and entered into this 11th day of April 2023, by and between Box Elder County and Brady Garrett Stuart, hereinafter referred to as "Public Defender."

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a "defense services provider" to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County ("Managing Defender") who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other legal defenders retained by Box Elder County have a conflict of interest.

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

**1) Oversight by the Managing Defender:** Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

- a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
- b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
- c. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
- d. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- e. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.
- f. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
- g. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients,



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- 2) **Compensation and term:** The terms of this Agreement shall be from *April 1, 2023, through March 31, 2025. (Twenty-Four Months)*. Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$7,500.00**. Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. The Public Defender shall also be compensated at \$75 per hour for each hour of trial after the first full day of trial in any felony case. (Court-room time only, no preparation). Any COLA implemented by Box Elder County shall also apply to this agreement.
- 3) **Services provided:** This agreement is mainly to provide indigent defense in district court. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all ethical and legal standards required by law and the rules of professional conduct.
- 4) **Accessibility & Jail Visits:** The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients

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- b. The court has reviewed the affidavit and considered any other pertinent information;
- c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and
- d. The court has made the actual appointment on the record of a Public Defender for the applicant indigent in accordance with the criteria established by the court for

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a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.

b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the Managing Defender). Otherwise, the Public Defender shall be responsible to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement.

**9) Employment Status/Liability:** Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in

effect through the term of this agreement.

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IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.

  
PUBLIC DEFENDER

4/22/2023  
DATE

Michael C. McGinnis  
MICHAEL MCGINNIS  
MANAGING DEFENDER


4/12/2023  
DATE

  
STAN SUMMERS  
BOX ELDER COUNTY COMMISSION

4-19-2023  
DATE

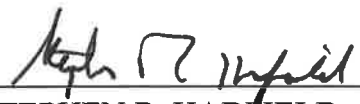
ATTEST:



  
MARLA YOUNG  
BOX ELDER COUNTY CLERK

4-19-2023  
DATE

APPROVED AS TO FORM:

  
STEPHEN R. HADFIELD  
BOX ELDER COUNTY ATTORNEY

4/19/2023  
DATE

**BOX ELDER COUNTY**  
**AGREEMENT FOR INDIGENT LEGAL SERVICES**  
**PUBLIC DEFENDER CONTRACT**

THIS AGREEMENT made and entered into this 1st day of April  
2023, by and between Box Elder County and Jennifer D. Reyes dba Dorius Law Office, LLC, hereinafter  
referred to as “Public Defender.”

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a “defense services provider” to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County (“Managing Defender”) who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other legal defenders retained by Box Elder County have a conflict of interest.

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

**1) Oversight by the Managing Defender:** Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

- a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
- b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
- c. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
- d. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- e. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.
- f. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
- g. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients,

including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

- 2) **Compensation and term:** The terms of this Agreement shall be from *April 1, 2023, through March 31, 2025. (Twenty-Four Months)*. Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$5,000.00**. Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. Any COLA implemented by Box Elder County shall also apply to this agreement.
- 3) **Services provided:** This agreement is mainly to provide indigent defense in *juvenile court*. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, or conflicts in district court. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all ethical and legal standards required by law and the rules of professional conduct.
- 4) **Accessibility & Jail Visits:** The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients



reasonably in advance of any hearing or trial.

**5) Qualifying Indigents:** It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:

- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court;
- b. The court has reviewed the affidavit and considered any other pertinent information;
- c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and
- d. The court has made the actual appointment on the record of a Public Defender for the applicant indigent in accordance with the criteria established by the court for

**6) Non-Indigent Clients:** Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertain to services provided under this Agreement.

**7) Conflicts of Interest and/or Inability to Represent:** In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be assigned by the Managing Defender exhausting all current contracted Public Defenders, after which substitute counsel may be retained by Box Elder County

and appointed by the court.

**8) Payment of Expenses:** In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.

- a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.
- b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the Managing Defender). Otherwise, the Public Defender shall be responsible to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement.

**9) Employment Status/Liability:** Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in

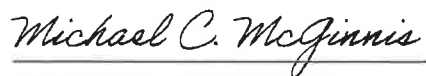
effect through the term of this agreement.

- 10) **Current Cases:** It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.
- 11) **Transition upon Non-Renewal of Contract:** In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County or in the event this Agreement is terminated by either party or by operation of law:
  - a. Public Defender agrees to cooperate with any successor(s). This may include filing any timely pleadings for withdrawal and the delivery of all applicable files, information, and material to their successor(s).
  - b. All matters pending at that time shall become the responsibility of the subsequently appointed conflict defense services provider, subject to the approval of the court.
- 12) **Right to Terminate:** This Agreement may be terminated, with or without cause, by either party upon sixty days written notice to the Managing Defender.
- 13) **Non-Assignability:** This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.
- 14) **Satisfactory Performance:** The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.


IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.

  
PUBLIC DEFENDER

04/01/2023  
DATE

  
MICHAEL MCGINNIS  
MANAGING DEFENDER


4/12/2023  
DATE

  
STAN SUMMERS  
BOX ELDER COUNTY COMMISSION

4-19-2023  
DATE

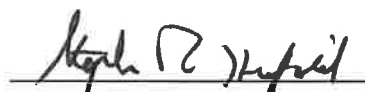
ATTEST



  
MARLA YOUNG  
BOX ELDER COUNTY CLERK

4-19-2023  
DATE

APPROVED AS TO FORM:

  
STEPHEN R. HADFIELD  
BOX ELDER COUNTY ATTORNEY

4/19/2023  
DATE

**BOX ELDER COUNTY**  
**AGREEMENT FOR INDIGENT LEGAL SERVICES**  
**PUBLIC DEFENDER CONTRACT**

THIS AGREEMENT made and entered into this 11<sup>th</sup> day of April 2023, by and between Box Elder County and Michael Studebaker, hereinafter referred to as "Public Defender."

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a "defense services provider" to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County ("Managing Defender") who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other legal defenders retained by Box Elder County have a conflict of interest.

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

**1) Oversight by the Managing Defender:** Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

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- d. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- e. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.
- f. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
- g. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients,

including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

- 2) **Compensation and term:** The terms of this Agreement shall be from *April 1, 2023, through March 31, 2025. (Twenty-Four Months)*. Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$7,500.00**. Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. The Public Defender shall also be compensated at \$75 per hour for each hour of trial after the first full day of trial in any felony case. (Court-room time only, no preparation). Any COLA implemented by Box Elder County shall also apply to this agreement.
- 3) **Services provided:** This agreement is mainly to provide indigent defense in district court. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all ethical and legal standards required by law and the rules of professional conduct.
- 4) **Accessibility & Jail Visits:** The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients

reasonably in advance of any hearing or trial.

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and appointed by the court.

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effect through the term of this agreement.

- 10) Current Cases:** It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.
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IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.

Michael Studebaker  
PUBLIC DEFENDER

4/11/23  
DATE

Michael C. McGinnis  
MICHAEL MCGINNIS  
MANAGING DEFENDER

4/12/2023  
DATE

Stan Summers  
STAN SUMMERS  
BOX ELDER COUNTY COMMISSION

4/19/2023  
DATE

ATTEST:



Marla Young  
MARLA YOUNG  
BOX ELDER COUNTY CLERK

4/19/2023  
DATE

APPROVED AS TO FORM:

Stephen R. Hadfield  
STEPHEN R. HADFIELD  
BOX ELDER COUNTY ATTORNEY

4/19/2023  
DATE

## **ORDINANCE NO. 576**

### **AN ORDINANCE OF BOX ELDER COUNTY AMENDING SECTION 5-6-060, DEVELOPMENT STANDARDS FOR ACCESSORY DWELLING UNITS, IN THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.**

**WHEREAS**, a proposal has been made to amend Section 5-6-060, Development Standards for Accessory Dwelling Units, in the Box Elder County Land Use Management & Development Code; and

**WHEREAS**, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided notice of the public hearing by mailing notice to 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 text amendment; and

**WHEREAS**, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed text amendment 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 property 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 text as has been requested; and

**WHEREAS**, the Box Elder County Commission, after appropriate notice, held a public meeting on April 19, 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 text as set forth in Exhibit B 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 property 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: Ordinance Text Amendment.** Section 5-6-060, Development Standards for Accessory Dwelling Units, in the Box Elder County Land Use Management & Development Code is hereby amended to read in its entirety as set forth in Exhibit A.

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

**PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED** this 19<sup>th</sup> day of April, 2023, by the Board of County Commissioners of Box Elder County, Utah,



Attest:

[Signature]  
Marla Young  
Box Elder County Clerk

Commissioner Bingham  
Commissioner Summers  
Commissioner Perry

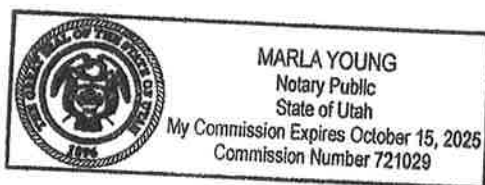
Voting Aye  
Voting Aye  
Voting Aye

[Signature]  
Box Elder County Commission Chair

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

On this 19<sup>th</sup> 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 **Commission Chairman 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: Oct. 25, 2023



[Signature]  
Notary Public

## EXHIBIT A

### **5-6-060. Development Standards.**

- A. The property owner, which shall include titleholders and contract purchasers, must occupy either the principal unit, the ADU, or IADU as their permanent residence. Applications for an ADU or IADU shall include evidence of owner occupancy as defined in section 5-6-040 of this chapter.
- B. ADUs or IADUs shall not be sold separately from the main unit.
- C. ADUs or IADUs shall not be rented on a transient basis (periods less than 30 days).
- D. Only one (1) ADU or IADU may be created per lot or property in zones that allow single-family dwellings.
- E. The design and size of the ADU or IADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes.
- F. Installing separate utility meters and separate addresses for the ADU or IADU is prohibited.
- G. The total area of the ADU shall be less than forty percent (40%) of the square footage of the primary residence.
- H. The occupants of the ADU or IADU shall be related to each other by blood, marriage, or adoption; or up to two (2) unrelated individuals who are living as a single housekeeping unit. The Occupants of the ADU or IADU shall not sublease any portion of the ADU or IADU to other individuals.
- I. The minimum lot size required for construction of an ADU or IADU in all zones that allow single-family dwellings shall be twenty thousand (20,000) square feet.
- J. ADUs or IADUs shall not be located in a front or corner lot side yard and shall meet the same setbacks as required for the primary residence in the zone.
- K. ADUs or IADUs and the main dwelling must be on the same parcel and may not be subdivided.
- L. ADUs shall be compatible with the exterior color and materials of the surrounding area. IADUs shall be designed in a manner that does not change the appearance of the primary dwelling as a single family dwelling.
- M. The maximum height for ADUs or IADUs shall be no taller, in elevation, than the roof of the primary structure.
- N. A minimum of one (1) off street parking space must be provided for the ADU or IADU.
- O. Where an existing subdivision has CC&Rs in place that govern ADUs the more restrictive regulation shall govern the use and development of that subdivision.
- P. The planning commission may place other appropriate or more stringent conditions deemed necessary in approving ADUs as per the standards found in Section 2-2-100, Conditional Use Permit.
- Q. Multi-family homes, mobile homes, RV's, trailers, campers, tents, and/or any other temporary structure and/or vehicle shall not qualify as an ADU or IADU.

## EXHIBIT B

### 5-6-060. Development Standards.

- A. The property owner, which shall include titleholders and contract purchasers, must occupy either the principal unit, the ADU, or IADU as their permanent residence. Applications for an ADU or IADU shall include evidence of owner occupancy as defined in section 5-6-040 of this chapter.
- B. ADUs or IADUs shall not be sold separately from the main unit.
- C. ADUs or IADUs shall not be rented on a transient basis (periods less than 30 days).
- D. Only one (1) ADU or IADU may be created per lot or property in zones that allow single-family dwellings.
- E. The design and size of the ADU or IADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes.
- F. Installing separate utility meters and separate addresses for the ADU or IADU is prohibited.
- G. The total area of the ADU shall be less than forty percent (40%) of the square footage of the primary residence.
- H. The occupants of the ADU or IADU shall be related to each other by blood, marriage, or adoption; or up to two (2) unrelated individuals who are living as a single housekeeping unit. The Occupants of the ADU or IADU shall not sublease any portion of the ADU or IADU to other individuals.
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- K. ADUs or IADUs and the main dwelling must be on the same parcel and may not be subdivided.
- L. ADUs shall be compatible with the exterior color and materials of the surrounding area. IADUs shall be designed in a manner that does not change the appearance of the primary dwelling as a single family dwelling.
- M. The maximum height for ADUs or IADUs ~~is limited to one story.~~ shall be no taller, in elevation, than the roof of the primary structure.
- N. A minimum of one (1) off street parking space must be provided for the ADU or IADU.
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