

**MINUTES  
BOX ELDER COUNTY COMMISSION  
JANUARY 28, 2026**

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 **January 28, 2026**. The following members were present:

Tyler Vincent	Chairman
Lee Perry	Commissioner
Boyd Bingham	Commissioner
Tammy Gibson	Deputy Clerk

Excused: 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 Vincent at 11:30 a.m. with the following members present, constituting a quorum:

Tyler Vincent	Chairman
Lee Perry	Commissioner
Boyd Bingham	Commissioner
Tammy Gibson	Deputy Clerk

Excused: Marla Young, County Clerk.

The prayer was offered by Commissioner Perry.

The Pledge of Allegiance was led by Auditor Shirlene Larsen.

**ATTACHMENT NO. 1 - AGENDA**

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

### **Commission Meeting Scheduled Time Adjustment for February 11, 2026-Commissioner Perry**

Commissioner Perry recommended a change to the Commission meeting time for February 11, 2026 to allow time for the Commissioners to make it to another meeting the same night.

**MOTION:** Commissioner Perry made a motion to change the meeting time for the February 11, 2026 Commission Meeting to 4:30 pm and the Operational Meeting to 4:15 pm. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Perry voting Yea, and Commissioner Bingham voting Yea.

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

There were no Former Agenda items discussed.

## **EMERGENCY MANAGEMENT ISSUES**

### **Dispatch Update-Commissioner Perry**

Commissioner Perry explained the issue where emergency entities are changing to Weber Dispatch for their dispatch needs and the county has chosen to stay with Box Elder County Dispatch. He explained that if our county dispatch is shut down, then Box Elder will never be allowed to open one in the county due to a Utah state law.

## **ARPA/LATCF**

### **Update to LATCF Balance-Shirlene Larsen**

County Auditor Shirlene Larsen updated the Commissioners that the LATCF balance is \$682,677.98

Chief Deputy Cade Palmer stated that due to recent changes with dispatch, the Sheriff's Office will need to update their handheld radios to encrypted radios. He is requesting approximately \$18,000 for the new encrypted radios. He said without this update the deputies would not be

able to communicate with Brigham City, Perry and Tremonton-Garland agencies. They are looking to update thirty-three handheld radios for patrol and detectives. Another sixty radios will need to be updated in the future.

**MOTION:** Commissioner Perry made a motion to approve funding from LATCF to use for the purchase of encrypted radios for the Sheriff's Office. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Perry voting Yea, and Commissioner Bingham voting Yea.

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

Commissioner Vincent recognized Carson Riser from the landfill. He is second in command at the landfill. Carson is a hard worker and a great leader. He is a good example of hard work and dedication. The Commissioners presented Carson with a certificate.

### **COMMISSIONERS**

#### **Requesting a Fee Waiver for Fine Arts Building at the Fair Grounds to hold a Conservation Fair on April 2, 2026-Ben Law**

Ben Law of the Northern and West Box Elder Conservation Districts requested a fee waiver for the annual Conservation Fair to be held on April 2nd, 2026 at the Box Elder County Fairgrounds. This is a fair where agricultural producers from around our area come and learn about and receive help with grants. The plan is to have speakers during the day and a sponsored dinner at night. This fair is free to attendees. They are asking for a fee waiver as a form of sponsorship. All the food will be provided by local sponsors.

**MOTION:** Commissioner Perry made a motion to approve the fee waiver for the Fine Arts Building to hold a Conservation Fair on April 2, 2026. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Perry voting Yea, and Commissioner Bingham voting Yea.

#### **Ordinance #643 to Adopt a Franchise Agreement with Sena Wave for Fiber Utility-Anne Hansen**

County Attorney Stephen Hadfield explained that Ordinance #643 is a franchise agreement for fiber utilities in our county and allows us to adopt Agreement #26-03.

Brian Papworth with Sena Wave, explained how he has worked with the team at the Attorney's Office and they are excited to extend fiber to rural Box Elder County.

**MOTION:** Commissioner Bingham made a motion to adopt Ordinance #643 a Franchise Agreement with Sena Wave for fiber utilities. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Perry voting Yea, and Commissioner Bingham voting Yea.

***Sena Wave Communications Agreement #26-03-Anne Hansen***

**MOTION:** Commissioner Bingham made a motion to approve the Sena Wave Communication Agreement #26-03. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Perry voting Yea, and Commissioner Bingham voting Yea.

**COMMUNITY DEVELOPMENT**

***Ordinance #642 Hancock Zoning Map Amendment -Scott Lyons***

Community Development Director Scott Lyons stated that in September 2025 they received a code enforcement complaint about a mobile home in the West Corinne area of unincorporated Box Elder County. Upon review, they did find that it was in violation. They sent out a courtesy notice to the property owner. The property owner reached out and explored the options. They chose to rezone to the Agricultural Heritage Zone. The Planning Commission forwarded a recommendation of approval.

**MOTION:** Commissioner Vincent made a motion to adopt Ordinance #642 the Hancock Zoning Map Amendment. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Perry voting Yea, and Commissioner Bingham voting Yea.

***Adopt Ordinance #644 The Box Elder County Water Master Plan-Scott Lyons***

Community Development Director Scott Lyons explained that the full water master plan was initiated by a committee in August of 2023. The County Commission directed the committee to work on a plan. The plan is a document that will assist smaller municipalities who do not have

the resources to create a detailed plan with the technical framework. A portion of this plan was previously adopted by the Commission due to changes in the legislature.

**MOTION:** Commissioner Perry made a motion to adopt Ordinance #644 the Box Elder County Water Master Plan. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Perry voting Yea, and Commissioner Bingham voting Yea.

## **HUMAN RESOURCES**

### **Road Department On-Call Policy-Jenica Stander**

Human Resource Manager Jenica Stander explained that the proposed change to the policy is not to the existing on call pool. The change is to the operational snow removal policy. When the national weather service triggers a weather event they will activate the on-call policy during the event hours.

**MOTION:** Commissioner Perry made a motion to adopt the Box Elder County Road Department On-Call Snow Removal Policy. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Perry voting Yea, and Commissioner Bingham voting Yea.

### **PUBLIC COMMENT (No action will be taken at this time)**

**Deanna Hardy of Brigham city** stated that the Box Elder Committee of Liberty is against Public Infrastructure Districts, Inland Ports, and other public/private partnership districts. They feel that these partnerships violate the Utah Constitution. It is the opinion of the Box Elder Committee of Liberty that the local officials have ignored these violations and failed to uphold their oaths. The committee urges county officials to not allow these in our communities. She also calls on local citizens and the Sheriff to defend the Constitution and protect local liberty.

**Dennis Patterson of West Corinne** explained that he wanted to comment about the Hancock Rezone. The Agricultural Heritage Zone limits the number of dwellings to one and this parcel has two. Section 5-1-400 of the county code makes mobile homes illegal anywhere in the county except in mobile home parks. He also stated that the utilities are not properly run to this home. The Planning Commission issued a staff report that recommended approval upon conditions and

considerations of chapter five being adhered to. He feels the mobile home would be illegal. He stated that he feels like he is swimming upstream against the County Commission and the County Planning Commission.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 128595 through 128651 in the amount of \$ 1,614,031.14 and claim numbers 128656 through 128714 in the amount of \$702,423.05 with voided claim numbers 128652 through 128655.

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

Employee Name:	Department:	Type of Change:	Effective Date:
Barfuss, Justin	Road Department	On-Call Snow Removal	1/28/2026
Berry, Eric	Road Department	On-Call Snow Removal	1/28/2026
Burnett, Michael	Road Department	On-Call Snow Removal	1/28/2026
Christoffersen, Chandler	Road Department	On-Call Snow Removal	1/28/2026
Despain, Willow	Road Department	On-Call Snow Removal	1/28/2026
Douglas, Fred	Road Department	On-Call Snow Removal	1/28/2026
Ewing, Jason	Road Department	On-Call Snow Removal	1/28/2026
Facer, Phillip	Road Department	On-Call Snow Removal	1/28/2026
Fischer, Dale	Road Department	On-Call Snow Removal	1/28/2026
Glade, David	Road Department	On-Call Snow Removal	1/28/2026
Hansen, Thomas	Road Department	On-Call Snow Removal	1/28/2026
Hawkes, Jon	Road Department	On-Call Snow Removal	1/28/2026
Johnson, Wylie	Road Department	On-Call Snow Removal	1/28/2026
Kimber, A. William	Road Department	On-Call Snow Removal	1/28/2026
Kimber, Cody	Road Department	On-Call Snow Removal	1/28/2026
McCafferty, Weston	Road Department	On-Call Snow Removal	1/28/2026

Nicholas, Eddie	Road Department	On-Call Snow Removal	1/28/2026
Perkins, Thomas	Road Department	On-Call Snow Removal	1/28/2026
Spencer, Douglas	Road Department	On-Call Snow Removal	1/28/2026
Watkins, Tyson	Road Department	On-Call Snow Removal	1/28/2026
Burt, Jabez	Road Department	On-Call Snow Removal	1/28/2026
Cook, Jason	Road Department	On-Call Snow Removal	1/28/2026
Freeze, Wyatt	Weed Department	On-Call Snow Removal	1/28/2026
Gatehouse, Chad	Road Department	On-Call Snow Removal	1/28/2026
Morris, Bruce	Road Department	On-Call Snow Removal	1/28/2026
Richards, Courtland	Weed Department	On-Call Snow Removal	1/28/2026
Reed, Miles	Sheriff's Office	Volunteer	1/28/2026
Madsen, Jonathan	Sheriff's Office	Volunteer	1/28/2026
Kearns, George	Sheriff's Office	Volunteer	1/28/2026
Hernandez, Henry	Sheriff's Office	Volunteer	1/28/2026
Matos, Noelia	Sheriff's Office	Volunteer	1/28/2026
May, Russel	Sheriff's Office	Volunteer	1/28/2026
Bauer, Nicholas	Sheriff's Office	Volunteer	1/28/2026
Markham, Samuel	Sheriff's Office	Volunteer	1/28/2026
Petner, Lance	Sheriff's Office	Volunteer	1/28/2026
Reesor, Gerald	Sheriff's Office	Volunteer	1/28/2026
Broadhead, Benjamin	Sheriff's Office	Volunteer	1/28/2026
Bailey, Liliana	Sheriff's Office	Volunteer	1/28/2026
Miller, Mary Susan	Sheriff's Office	Volunteer	1/28/2026
Miller, Melvin Lowell	Sheriff's Office	Volunteer	1/28/2026
Martin, Lydia	Sheriff's Office	Volunteer	1/28/2026
Hege, Verity	Sheriff's Office	Volunteer	1/28/2026

County Commission Meeting for January 28, 2026

Landis, Aaron	Sheriff's Office	Volunteer	1/28/2026
Beachy, Morris	Sheriff's Office	Volunteer	1/28/2026
Wenger, Travis	Sheriff's Office	Volunteer	1/28/2026
Weaver, Lynford	Sheriff's Office	Volunteer	1/28/2026
Hertzler, Jason	Sheriff's Office	Volunteer	1/28/2026
Horst, Mikayla	Sheriff's Office	Volunteer	1/28/2026
Younger, Chrsen Emma	Sheriff's Office	Volunteer	1/28/2026
Butikofer, Titus	Sheriff's Office	Volunteer	1/28/2026
Beachy, Charlene	Sheriff's Office	Volunteer	1/28/2026
Beachy, Clayton	Sheriff's Office	Volunteer	1/28/2026
Weaver, Tyler	Sheriff's Office	Volunteer	1/28/2026
Helmuth, Brenda	Sheriff's Office	Volunteer	1/28/2026
Hege, Dorcas	Sheriff's Office	Volunteer	1/28/2026
Hege, Mark	Sheriff's Office	Volunteer	1/28/2026
Bailey, Craig	Sheriff's Office	Volunteer	1/28/2026
Bailey, Ann	Sheriff's Office	Volunteer	1/28/2026
Compton, Kelly	Sheriff's Office	Volunteer	1/28/2026
Compton, Laura	Sheriff's Office	Volunteer	1/28/2026
Walker, Dee	Sheriff's Office	Volunteer	1/28/2026
Walker, Debbie	Sheriff's Office	Volunteer	1/28/2026
Mortensen, Gary	Sheriff's Office	Volunteer	1/28/2026
Mortensen, Julie	Sheriff's Office	Volunteer	1/28/2026
Packer, Kevin	Sheriff's Office	Volunteer	1/28/2026
Packer, Ann	Sheriff's Office	Volunteer	1/28/2026
Cutler, Raymond	Sheriff's Office	Volunteer	1/28/2026
Culter, Laurie	Sheriff's Office	Volunteer	1/28/2026

Lake, Bob	Sheriff's Office	Volunteer	1/28/2026
Lake, Diane	Sheriff's Office	Volunteer	1/28/2026
Larsen, Harold	Sheriff's Office	Volunteer	1/28/2026
Larsen, DeAnn	Sheriff's Office	Volunteer	1/28/2026
Jeppsen, Phil	Sheriff's Office	Volunteer	1/28/2026
Jeppsen, Beth	Sheriff's Office	Volunteer	1/28/2026
Lee, Roger	Sheriff's Office	Volunteer	1/28/2026
Lee, Denise	Sheriff's Office	Volunteer	1/28/2026
Jeppesen, Mike	Sheriff's Office	Volunteer	1/28/2026
Jeppesen, Lorie	Sheriff's Office	Volunteer	1/28/2026
Barnes, Bo	Sheriff's Office	Volunteer	1/28/2026
Barnes, Denise	Sheriff's Office	Volunteer	1/28/2026
Frischknecht, Roger	Sheriff's Office	Volunteer	1/28/2026
Frischknecht, Lori	Sheriff's Office	Volunteer	1/28/2026
Worthy, Monty	Sheriff's Office	Volunteer	1/28/2026
Worthy, Gene'	Sheriff's Office	Volunteer	1/28/2026
Spendlove, Bob	Sheriff's Office	Volunteer	1/28/2026
Spendlove, Marlene	Sheriff's Office	Volunteer	1/28/2026
Thayne, Robert	Sheriff's Office	Volunteer	1/28/2026
Thayne, Janet	Sheriff's Office	Volunteer	1/28/2026
Jepson, Dee	Sheriff's Office	Volunteer	1/28/2026
Jepson, Beth	Sheriff's Office	Volunteer	1/28/2026
Baltazar, Maria Rosa	Sheriff's Office	Volunteer	1/28/2026
Teller, Oneida Mariel	Sheriff's Office	Volunteer	1/28/2026
Teller, Luke Ray	Sheriff's Office	Volunteer	1/28/2026
Perez, Jasmine	Sheriff's Office	Volunteer	1/28/2026

County Commission Meeting for January 28, 2026

Perez, Floris	Sheriff's Office	Volunteer	1/28/2026
Garcia, Aidden	Sheriff's Office	Volunteer	1/28/2026
Sanchez, Sara	Sheriff's Office	Volunteer	1/28/2026
Viator, Kyra	Sheriff's Office	Volunteer	1/28/2026
Martinez, Syliva	Sheriff's Office	Volunteer	1/28/2026
Mock, Andrew	Sheriff's Office	Volunteer	1/28/2026
Fair, Samuel	Sheriff's Office	Volunteer	1/28/2026
Mock, Yadira	Sheriff's Office	Volunteer	1/28/2026
Irby, Joseph	Sheriff's Office	Volunteer	1/28/2026
Infante, Mallorie	Sheriff's Office	Volunteer	1/28/2026
Rodriquez, Virginia Lee	Sheriff's Office	Volunteer	1/28/2026
Infante, Tracy	Sheriff's Office	Volunteer	1/28/2026
Barriga, Maisie	Sheriff's Office	Volunteer	1/28/2026
Martin, Cody	Sheriff's Office	Volunteer	1/28/2026
Garcia, Zoe Abbigail	Sheriff's Office	Volunteer	1/28/2026
Interiano, Caitlin	Sheriff's Office	Volunteer	1/28/2026
Infante, Ronald	Sheriff's Office	Volunteer	1/28/2026
Fellows, Raymond Eugene	Sheriff's Office	Volunteer	1/28/2026
Chiaravallotti, Joseph	Sheriff's Office	Volunteer	1/28/2026
Anderson, Kaleena	Sheriff's Office	Volunteer	1/28/2026
Anderson, Hilary	Sheriff's Office	Volunteer	1/28/2026
Young, Robert A.	Sheriff's Office	Volunteer	1/28/2026
Romer, Micahel	Sheriff's Office	Volunteer	1/28/2026
Phippen, David	Sheriff's Office	Volunteer	1/28/2026
Brand, David	Sheriff's Office	Volunteer	1/28/2026
O'Dell, Tracy	Sheriff's Office	Volunteer	1/28/2026

Darley, Anna	Sheriff's Office	Volunteer	1/28/2026
Allred, Michael	Sheriff's Office	Compensation Change	11/16/2025
Oaks, Cory	Fire Marshal	Compensation Change	1/20/2026
Younger, Preston	Fire Marshal/BESO	Compensation Change	1/23/2026
Thurston, Glen	Attorney's Office	New Hire	1/20/2026
Juengling, Erika	Assessor's Office	New Hire	1/20/2026
Hanks, Aaron	IT Department	Compensation Change	2/23/2026
Morris, Bruce	Road Department	Compensation Change	2/14/2026
Gatehouse, Chad	Road Department	Compensation Change	2/14/2026
Powell, Marcie	Auditor	Compensation Change	2/2/2026
Richards, Kaycee	Sheriff's Office	Compensation Change	2/15/2026
Fernelius, Jessie	Building Inspection	Compensation Change	2/6/2026
Green, Tyson	Building Inspection	Compensation Change	2/24/2026

### **CLOSED SESSION**

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

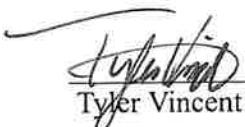
**MOTION:** At 12:28 pm a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Bingham and unanimously carried.

**MOTION:** At 12:40 pm 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 12:42 pm.

**ADOPTED AND APPROVED** in regular session this 11th day of February 2026.

  
\_\_\_\_\_  
Tyler Vincent, Chairman

  
\_\_\_\_\_  
Lee Perry, Commissioner

  
\_\_\_\_\_  
Boyd Bingham, Commissioner

ATTEST:



  
\_\_\_\_\_  
Marla R. Young, Clerk



**COUNTY COMMISSION MEETING**  
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302  
Wednesday, January 28, 2026 at 11:30 AM

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## 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 January 28, 2026 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah. Please be advised that a member of the Board of Commissioners may not be present at the upcoming meeting in person, but may participate via phone or other electronic means.*

**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: Auditor Shirlene Larsen
- C. Approve Minutes From January 14, 2026

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

**4. FORMER AGENDA ITEMS**

**5. EMERGENCY MANAGEMENT ISSUES**

**6. ARPA/LATCF**

**7. BOX ELDER COUNTY EMPLOYEE RECOGNITION**

**8. COMMISSIONERS**

- A. 11:40 Requesting a Fee Waiver for Fine Arts Building at the Fair Grounds to hold a Conservation Fair on April 2, 2026-Ben Law
- B. 11:45 Ordinance #643 to Adopt a Franchise Agreement with Sena Wave for Fiber Utility-Anne Hansen
- C. 11:47 Sena Wave Communications Agreement #26-03-Anne Hansen

**9. COMMUNITY DEVELOPMENT**

- A. 11:49 Ordinance #642 Hancock Zoning Map Amendment -Scott Lyons
- B. 11:51 Adopt Ordinance #644 The Box Elder County Water Master Plan-Scott Lyons

**10. HUMAN RESOURCES**

- A. 11:49 Road Department On-Call Policy-Jenica Stander

**11. PUBLIC COMMENT (No action will be taken at this time)**

- A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.
- B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.
- C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.
- D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

**12. WARRANT REGISTER**

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

**14. CLOSED SESSION**

**15. ADJOURNMENT**

Prepared and posted this 23rd day of January, 2026. Mailed to the Box Elder News Journal and the Leader on the 23rd of January, 2026. 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.



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.

ORDINANCE NO. 643

**AN ORDINANCE OF BOX ELDER COUNTY ADOPTING AND GRANTING A FRANCHISE AGREEMENT WITH VAIX, INC. dba SENAWAVE COMMUNICATIONS FOR THE INSTALLATION AND MAINTENANCE OF A TELECOMMUNICATIONS SYSTEM IN THE PUBLIC RIGHT-OF-WAYS IN BOX ELDER COUNTY.**

**WHEREAS**, Utah Code § 17-78-402 grants the County Commission of Box Elder County ("County") authority to grant franchises along and over the public roads and highways within the County; and

**WHEREAS**, Vaix, Inc. dba SenaWave Communications is a corporation duly authorized to conduct business within the State of Utah which provides telecommunications services, and is desirous of installing, maintaining and providing a fiber telecommunications network in Box Elder County; and

**WHEREAS**, the County Commission finds that the residents of the County would benefit from the provision of a fiber telecommunications network; and

**WHEREAS**, the Box Elder County Commission further finds that the adopting and granting of the franchise agreement to Vaix, Inc. dba SenaWave Communications, as set forth below, would be in the best interests of and benefit the health, safety and welfare of the residents of Box Elder County;

**NOW THEREFORE**, the Box Elder County Commission, acting as County Legislative body of Box Elder County, does hereby ordain as follows:

**Section 1: Adoption.** The County Commission hereby adopts and agrees to the Telecommunications Franchise Agreement attached hereto, and authorizes the Chair of the County Commission to execute the same for the purposes stated herein.

**Section 2: Severability.** If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions, and words of this Ordinance shall be severable.

**Section 3: Effective Date.** This Ordinance shall become effective after publication and posting as required by law, but no sooner than fifteen days after its passage.

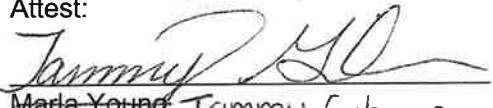
PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 28<sup>th</sup> day of  
January, 2026 by the Board of County Commissioners of Box Elder County,  
Utah.

Commissioner Bingham  
Commissioner Perry  
Commissioner Vincent

Voting Aye  
Voting Aye  
Voting Aye

  
Boyd-Bingham Tyler Vincent  
Chair, Box Elder County Commission

Attest:

  
Maria Young Tammy Gibson  
Box Elder County Clerk

## TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (“Agreement”) is between Box Elder County, a political subdivision of the State of Utah (“County”), and Vaix Inc. DBA SenaWave Communications (“Company” or “Provider”). This Agreement is effective on the date that the last party executes this Agreement as indicated by the date stated under that party’s signature line (“Effective Date”).

### RECITALS

A. The Provider is in the business of providing telecommunications services, and desires to establish and provide a telecommunications network in the County’s right-of-way (“County ROW”).

B. The Provider is subject to all applicable federal, state and county laws and ordinances.

C. Pursuant to §17-78-402 of the Utah Code, the County is authorized to grant franchises along and over public roads for all lawful purposes, and upon such terms conditions and restrictions as the County deems necessary and proper.

D. The County, in exercise of its management of County ROW, believes that it is in the best interest of the public to grant the Provider a nonexclusive franchise to operate a telecommunications network in Box Elder County.

Therefore, the parties agree as follows:

### AGREEMENT

1. **Incorporation of Recitals.** The foregoing preambles and all other recitals set forth herein are made a part hereof by this reference.

2. **County Code.** The County has adopted applicable County ordinances (“Ordinances”) and the Provider acknowledges that it has had an opportunity to read and become familiar with those Ordinances. The parties agree that the provisions and requirements of the Ordinances are material terms of this Agreement, and that each party agrees to be contractually bound to comply with the terms contained in those Ordinances and this Agreement. The definitions in the Ordinances shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the Provider to comply with any provision of the Ordinances which are determined to be unlawful or beyond the County’s authority. If any term or condition of this Agreement shall be in conflict with any applicable State or federal laws, County ordinances, rules, or regulations, then the provisions of such laws, ordinances, rules, or regulations shall govern and control.

3. **Amendments to County Code.** Nothing herein shall prevent the County from lawfully amending its ordinances from time to time, and the County's governing body may deem necessary. Provided, however, the County shall not enact any amendments to the Ordinances that will adversely impact the Provider without allowing the Provider at least 30 days to comply with the amendment. The County shall provide the Provider notice and an opportunity to be heard concerning any proposed amendment, and shall not enact any amendment which materially alters the rights and obligations of the parties, or that is in conflict with any material term of this Agreement. If there is any inconsistency between the Provider's rights and obligations under the Ordinances, as amended, and this Agreement, the provisions of this Agreement shall govern during the term of this Agreement in which the ordinance amendment was adopted, but the ordinance amendments so adopted shall govern during subsequent renewal terms of this Agreement, if any. The parties agree to comply with any such lawful governing amendments.

4. **Franchise Description, No Assignment.** The Telecommunications Franchise provided hereby shall confer upon the Provider, subject to the County's receipt of monetary and services compensation and the Provider's compliance with the terms of this Agreement, the nonexclusive right, privilege, and franchise to construct, operate, and maintain a fiber-optic telecommunications network in, under, above, and across the present and future County ROW. The grant of this franchise includes the services of provider "dark fiber" to end users. The Provider shall not permit the use of its fiber-optic system, its duct or pathways, its pole attachments or any plant equipment in County ROW in any manner that would avoid or seek to avoid the need for a franchise from the County for a business or other person. The Provider shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC. Provider shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 without first having obtained a separate cable franchise from the County for such cable system. The franchise granted herein does not grant the Provider the right, privilege, or authority to engage in cable television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's System within the County for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. The rights granted by this franchise may not be subdivided, assigned, or subleased to any other person unless agreed to in writing by the County, unless to an entity succeeding to or acquiring substantially all of the assets of the Provider, in which case the County's permission is not required. Notwithstanding the foregoing sentence, where the County's permission is required, the County may condition, deny, or delay approval of an assignment, sublease, or subdivision of the rights granted herein for any reason.

5. **Licenses.** The Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide

telecommunication services consistent with the provisions of this Agreement and with the Ordinances.

6. **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

7. **Facilities.** “Company facilities” or “facilities” shall include, but not be limited to a network of fiber optic cables and all related property, including conduit, carrier pipe, cable fibers, repeaters, power sources, poles, and other attachments and appurtenances necessary for the telecommunications system located within the County ROW within the County limits, whether located above or below ground, currently or in the future owned or operated or otherwise controlled by the Provider needed to provide telecommunications service. “Dark fiber” is optical fiber infrastructure cabling and repeaters that are currently in place but through which light pulses are not being transmitted.

8. **Franchise Fee.**

a. For the Franchise granted herein, the Provider shall pay to the County a franchise fee of three and one-half percent (3.5%) of its gross receipts derived from local telephone or other telecommunications services provided to Provider's subscribers within the County (“Default Franchise Fee”), but does not include revenue from any taxes or fees imposed directly upon the customer by any governmental entity which is, or may be collected by the Provider, or any services, including but not limited to internet access service, as prohibited by law. “Gross receipts” for purposes of this subsection, also does not include sales, if any, at wholesale by Provider to another franchisee of the County who is separately responsible for paying a franchise fee on its gross receipts derived from the use of Provider's Facilities. The County and Provider agree to meet, confer, and negotiate about any amendments to this Agreement as shall be necessary.

9. **Additional Fees and Taxes.** The Provider shall, after due notice from the County, pay any additional fees or taxes applicable to the Provider and its facilities in the County adopted by the County hereafter.

10. **Audit.** The Provider shall keep thorough and accurate books and records showing all of its collections of money for its services and business transactions which it provides to persons and entities within the County and shall make such information available to the County (or its contractors, employees, officials, agents, etc.) for inspection upon ten days' notice. The Provider shall keep this information for at least three years after the termination of this Agreement.

11. **Term and Renewal.** The franchise granted to the Provider shall be for a period of ten (10) years commencing on the first day of the month following the Effective Date (“Initial Term”). At the end of the Initial Term, the term may be renewed upon the same terms and conditions as contained in this Agreement for an additional five (5) year term (“Renewal Term”) by a written agreement acknowledged by both parties. Renewal Terms may be for a maximum of two terms, for a total of 20 years (the Initial Term and Renewal Terms will be collectively referred to as “Term”).

12. **Rights and Duties of Provider Upon Termination or Revocation.** Upon termination or revocation of this Agreement, the Provider shall have the right to remove its equipment and facilities from County ROW. In such event, it shall be the duty of the Provider to immediately restore County ROW to as good of condition as the same was before the removal was affected.

13. **Use of Poles and Overhead Structures.** The County shall have the right, without any cost to the County, to use all poles owned by the Provider within the County for any public uses, such as fire alarms and police signal systems; provided, however, any said uses by the County shall be for activities owned, operated, or used by the County for any public purposes and shall not include the provision of telecommunications service to third parties. The Provider shall not attach to, or otherwise use or commit to use any County-owned pole or structure unless a separate agreement has been executed by the parties.

14. **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attached equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such County attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the current National Electrical Safety Code. County attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.

15. **Maintenance of County Facilities.** The County’s use rights shall also be subject to the parties reaching an agreement regarding the County’s maintenance of the County’s attachments.

16. **Police Powers.** The County expressly reserves, and the Provider expressly recognizes, the County’s right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the County may deem necessary in the exercise of its police power.

17. **Work in County ROW.** The Provider shall comply with and follow the County’s land disturbance permit process before performing any work in County ROW.

a. *Compliance with Laws.* The Provider shall obtain all required permits or approvals for construction, maintenance, and operations, and shall at all times be subject to comply with all applicable laws, statutes, rules, regulations, standards, and procedures. The County may inspect the manner of such work and require remedies the terms of any County ordinance, regulation, or requirement, the County shall give the Provider written notice of such noncompliance and time for correction.

b. *Status Reports.* All work in County ROW shall be done in a safe manner and shall follow County regulations. Upon the County's request, the Provider will provide the County with a status report of such measures.

c. *Minimum Interference.* All facilities constructed by the Provider shall be located to cause minimum interference with and injury to (i) public use of County ROW, (ii) the County's water infrastructure, storm water infrastructure, streetlights, or any other municipal use of the County's ROW, and (iii) trees and other natural features.

d. *Workmanlike Manner.* The installation, maintenance, renovation, and replacement of the Provider's facilities in County ROW shall be performed in accordance with the County's engineering standards and in a good and workmanlike manner.

e. *Emergency Repairs.* In an emergency event in which the Provider needs to cut or excavate a County ROW, and in which the Provider must act immediately and is unable to obtain an encroachment permit from the County beforehand, the Provider shall provide the County's Road Department with notification of such work as soon as practicable.

f. *Damage to Public Property.* If, during the course of installation, removal, inspection, or work on its facilities, the Provider causes damage to or alters any public property or equipment, the Provider shall (at its own cost and expense, and in accordance with County regulations) replace and restore it to as good as condition as existed before the work comments and within such reasonable time as the County shall require, and shall be liable to the County for any reasonable costs and expenses incurred by the County as a result of such damage or alteration.

g. *Removal and Protection of County Property.* No County property shall be removed from County ROW, including signage on utility poles, without prior permission from an authorized representative of the County.

h. *Safety.* The Provider shall, at all times, operate, repair, and maintain its facilities in a safe and careful manner.

i. *Relocation.* Whenever the County shall, in the interest of public convenience, necessity, health, safety, or general welfare of the residents, require the inspection, maintenance, repair, relocation, or reinstallation of any of the Provider's facilities in County ROW, the Provider shall, upon not less than 90 days prior notice, promptly commence and diligently complete such work to remove, relocate, or reinstall such facilities as may be necessary to meet the requirements of the County.

j. *Installations.* The Provider will be permitted to install facilities underground in County ROW. Within 60 days of installing such facilities, the Provider shall provide the County GIS coordinates and as-built drawing of the facilities in a form acceptable to the County. The Provider shall, when undertaking a project of placing its facilities, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other companies are placing their lines underground, the Provider shall, where feasible, cooperate with these companies and undertake to place its facilities underground as part of that same project.

k. *Prohibitions.* Except as otherwise provided herein, the Provider's facilities shall be so located and constructed as not to do any of the following acts:

- i. interfere with access to or use any water or fire hydrant;
- ii. obscure the view or interfere with the installation of any traffic-control device or traffic or information sign or signal;
- iii. cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the County;
- iv. damage irrigation or landscaping owned or maintained by the County;
- v. damage any communication lines owned or maintained by the County; and
- vi. install facilities in the paved sidewalk or park strip area, unless authorized in advance by the County.

l. *Damage to Other's Facilities.* During construction or maintenance, if the Provider causes damage to or a break in any lines, the Provider shall be liable for the damage caused to facilities and property not owned by the County.

m. *Removal and Relocation.* The County shall have the authority to require the Provider to remove or relocate any facility in violation of this Agreement at the

Provider's sole expense. Such relocation or removal shall be completed within 60 days (or other period of time as the parties may mutually agree) of written notice from the County. The notice shall prescribe the area where the facility is located and any other special conditions deemed reasonably necessary by the County.

n. *Hazardous Materials.* If contaminated or hazardous material is discovered within or adjacent to the County ROW, the Provider shall stop work in that affected area, notify the County Engineer immediately, and submit an accurate written report of the facts surrounding the encounter to the County Engineer.

o. *County's Rights to Perform.* If the Provider fails to perform any obligation under this Agreement, then the County shall have the right to, but not the obligation, to perform any of the obligations contained herein upon 15 days prior written notice to the Provider. The County shall be reimbursed for any work performed within 30 days after receipt of a detailed invoice for the work performed. This right shall survive the termination of this Agreement.

18. **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Ordinances is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the County is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the County ROW in a manner similar to that provided in this Agreement, the Ordinances, and the County's encroachment permit process. For the Provider, "material consideration" is its ability to use the County ROW for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinances, and the County's encroachment permit process.

19. **Termination.** This Agreement may be terminated at any time by mutual consent between the parties. The County may terminate this Agreement upon 90 days prior written notice to the Provider for any of the following reasons:

a. *Failure to Make Payments.* The Provider fails to make timely payments of any fees in this Agreement and does not correct such failure within 30 calendar days after written notice by the County of such failure. Any payment made pursuant to

such request shall not be deemed to constitute a waiver of the County's right to challenge the calculation of the franchise fee.

b. *Breach.* The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the County may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider shall, within 60 calendar days of such notice, commence efforts to remedy the conditions identified in the notice and shall have 90 calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the County may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the County shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider.

c. *Bankruptcy.* The Provider becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within 60 days.

20. **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the County and the Provider. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

21. **County Representative and Address.** The County Roads Superintendent or his or her designee(s) shall serve as the County's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the Provider to the County pursuant to or concerning this Agreement, shall be delivered to the County's representative at 5730 W 8800 N, Tremonton, UT 84337, or such other officer and address as the County may designate by written notice to the Provider.

22. **Provider Representative and Address.** The CEO David Bradshaw shall serve as the Provider's representative regarding administration of this Agreement. All notices from the County to the Provider shall be delivered to the following address:

2075 S Pioneer Rd Ste. B

Salt Lake City, UT 84104

(801) 217-9000

[david@senawave.com](mailto:david@senawave.com)

[ladd@senawave.com](mailto:ladd@senawave.com)

**23. Insurance.**

a. Before the Effective Date, the Provider shall file with the County a certificate of insurance, and thereafter continually maintain in full force and effect at all times for the Term of this Agreement at the expense of the Provider, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the County against liability for loss of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the communications system by the Provider in the following minimum amounts:

- i. \$1,000,000.00 combined single limit, bodily injury and real property damage in any one occurrence.
- ii. \$2,000,000.00 aggregate.

b. The Provider shall also file with the County a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the County for all owned, non-owned, hired and leased vehicles operated by the Provider, with limits not less than \$2,000,000.00 each accident, single limit, bodily injury, and property damage combined.

c. The Provider shall also, and by its acceptance of any franchise granted herein, continually maintain throughout the Term workers compensation and employers' liability, valid in the State of Utah, in the minimum amount of the statutory limit for workers compensation but no less than \$500,000.00 per accident for employer's liability.

d. All liability insurance required pursuant to this Section, except for employers' liability, shall name the County as additional insureds and shall be kept in full force and effect by the Provider during the Term and until after the removal or

abandonment with the approval of the County Engineer, all facilities installed by the Provider. Failure to maintain continuously the required insurance shall constitute a material breach of this Agreement. All policies shall be endorsed to give the County 30 days written notice of the intent to cancel by either the Provider or the insurance company. The Provider may utilize primary and umbrella liability insurance policies to satisfy the requirements of this Section.

24. **Indemnification.** The Provider agrees to indemnify, defend and hold the County harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the County in defense of such claims. The County shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage, with respect to which the County seeks indemnification and, unless in the County's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the County shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the County reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the County harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with grossly negligent acts or omissions of the County.

25. **Bonds and Surety**

- a. Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence.
- b. Notwithstanding the above provisions, the Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within County ROW.

26. **General Provisions.**

- a. *Binding.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.
- b. *Utah Law.* This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Utah. The parties agree that the venue of any action arising out of his Agreement shall be in Box Elder County, Utah.

c. *Amendments.* This Agreement may be amended or modified only by a written instrument executed by both parties.

d. *Notice via Email.* Whenever the County is required to provide notice to the Provider by this Agreement, the County may provide such notice to the Provider via email at an address listed in Section 22, above.

e. *Authority.* The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Provider represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The parties warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. The Provider represents to County that by entering into this Agreement that the Provider has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

f. *Entire Agreement.* This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and Agreements between the parties with respect to said services.

In witness whereof, this Agreement has been executed by the parties effective on the date stated under that party's signature line.

County

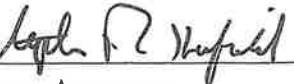
Signature:   
Jeff H. Vincar

Print Name: Jeff H. Vincar

Title: Commission Chair

Date: 1-23-2020

Approved as to form:

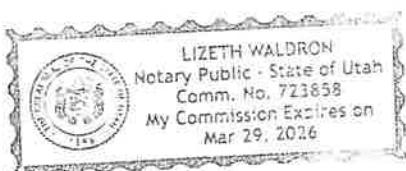
  
John R. Shufeld  
County Attorney

**PROVIDER**

Signature: David B  
Print Name: David Bradshaw  
Title: CEO  
Date: Jan - 28 - 2026

State of Utah  
County of Salt Lake

On this 28 day of January, 2025, personally appeared before me  
David Bradshaw (name of document signer), whose identity is personally  
known to me (or proven on the basis of satisfactory evidence) and who by me duly  
sworn/affirmed, did say that he/she is the CEO (title of office) of  
VAIX (name of corporation) and  
that said document was signed by him/her in behalf of said Corporation by Authority of its  
Bylaws, or (Resolution of its Board of Directors), and said  
David Bradshaw (name of document signer) acknowledged to me that  
said Corporation executed the same.



  
\_\_\_\_\_  
Notary Public

**ORDINANCE NO. 642**

**AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING APPROXIMATELY 5.5 ACRES LOCATED IN THE WEST CORINNE AREA FROM RR-20 (RURAL RESIDENTIAL-20,000 SQ. FT. MIN.) TO AHZ (AGRICULTURAL HERITAGE ZONE).**

**WHEREAS**, the applicant is requesting that the property described herein be zoned from RR-20 (Rural Residential-20,000 sq. ft. min.) to AHZ (Agricultural Heritage Zone); 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 a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code; and

**WHEREAS**, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on December 18, 2025, 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 January 28, 2026 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 RR-20 (Rural Residential-20,000 sq. ft. min.) to AHZ (Agricultural Heritage Zone):

PARCEL 04-078-0032

PART OF THE SW/4 OF THE SW/4 OF SEC 35, T 10N, R 3W, SLSB. BEGINNING AT A POINT LOCATED ON THE NORTH LINE OF 2400 NORTH STREET SAID POINT BEING 33 FEET NORTH OF THE SE CORNER OF THE SW/4 OF THE SW/4 OF SAID SEC 35, THENCE WEST 710.00 FEET, THENCE NORTH 337.50 FEET, THENCE EAST 710.00 FEET TO THE EAST LINE OF THE SW/4 OF THE SW/4 OF SAID SEC 35, THENCE SOUTH 337.50 FEET TO THE POINT OF BEGINNING.

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

**PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED** this 28<sup>th</sup> day of January, 2026, by the Board of County Commissioners of Box Elder County, Utah,



Commissioner Bingham  
Commissioner Perry  
Commissioner Vincent

Voting Aye  
Voting Aye  
Voting Aye

Tyler Vincent  
Box Elder County Commission - Chair

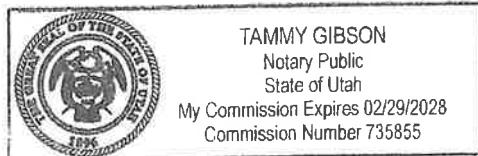
Attest:

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

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

On this 28<sup>th</sup> day of January, 2026, personally appeared before me, the undersigned notary public, Tyler Vincent, 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: 2029



Tammy Gibson  
Notary Public

**ORDINANCE NO. 644**

**AN ORDINANCE OF BOX ELDER COUNTY ADOPTING THE BOX ELDER WATER MASTER PLAN.**

**WHEREAS**, at the August 16, 2023 County Commission meeting the Box Elder County Commission supported the water master plan steering committee in this effort to complete a countywide water master plan to inform and guide county policy as well as assist water stakeholders throughout the county; and

**WHEREAS**, the Community Development department, the steering committee, and the Bear River Water Conservancy District secured a contract with a consultant and began the water planning process including public meetings, stakeholder interviews, and various other forms of public and stakeholder engagement; and

**WHEREAS**, the Box Elder County Commission, after appropriate notice, held a public meeting on January 28, 2026 to consider the adoption of this proposed Box Elder Water Master Plan; and

**WHEREAS**, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the Box Elder Water Master Plan as set forth in Exhibit A will reasonably promote the public interest, preserve commercial agricultural economy, heritage and rural character, grow within our water availability, preserve natural resources for future generations by preserving water with the land, and promote the general welfare;

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

**SECTION 1:** The Box Elder Water Master Plan of Box Elder County is hereby adopted, 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 28<sup>th</sup> day of January, 2026, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Bingham  
Commissioner Perry  
Commissioner Vincent

Voting Aye  
Voting Aye  
Voting Aye

  
Box Elder County Commission



Attest:

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

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

On this 28<sup>th</sup> day of January, 2026, personally appeared before me, the undersigned notary public, Tyler Vincent, 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: 2/29/2028

*Tammy Gibson*  
Notary Public

