MINUTES
BOX ELDER COUNTY COMMISSION
MAY 27, 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 **May 27, 2026.** The following members were present:

Tyler Vincent	Chairman
Lee Perry	Commissioner
Boyd Bingham	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 11:20 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
Marla Young	County Clerk

The prayer was offered by Commissioner Bingham.
The Pledge of Allegiance was led by Clerk Marla Young.

APPROVAL OF MINUTES

THE MINUTES OF THE SPECIAL COMMISSION MEETING OF APRIL 27, 2026 AND MAY 4, 2026, AND REGULAR COMMISSION MEETING MAY 13, 2026 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

Moratorium on Data Centers - Commissioner Perry

Commissioner Perry stated he would like to discuss a moratorium on data centers and getting the rest of the county zoned at the next meeting.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Issues discussed.

ARPA/LATCF

There were no ARPA/LATCF items discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Commissioner Perry recognized Lt. Larry Blanchard as the Employee of the Month. He said Lt. Blanchard has done a fantastic job in the Patrol Division. He takes on extra duties and does them well.

The Commission presented Larry Blanchard with a certificate.

COMMISSIONERS

Bear River Health Department Annual Report-Estee Hunt

Estee Hunt, Jordan Mathis, and Trevor Cook presented the Bear River Health Department Annual Report. Citizens may visit brhd.gov to look at the annual reports.

Estee Hunt, Public Information Officer, presented data snapshots of past years. She reported the numbers are trending in a good direction to reach their goal of being the healthiest people. She reviewed statistics in various fields such as Behavioral Health, WIC, and suicide prevention.

She gave statistics on tuberculosis monitoring, high risk expectant mothers, WIC, behavioral health, the new health dashboard, and mental health services.

Jordan Mathis encouraged the Commission and the public to take a look at the dashboard as it shows the trends of health in our community. He stated the trend in suicide is going down and there is continued funding under a grant. He reported on increased measles exposure. He reviewed the budget and explained the budget will increase next year due to the consolidation of the Bear River Health Department and the Bear River Mental Health Department. He said the Commission needs to approve the Mental Health and Substance Abuse Area Plan.

Substance Abuse and Mental Health Area Plan-Jordan Mathis and Trevor Cook

Jordan Mathis and Trevor Cook stated the area plan is dictated by statute for the local mental health authority to work with the health department. The statute closely outlines services and how the counties are involved. They spoke about the integration with Bear River Mental Health which will help serve people with capitation for Medicare and provide more oversight.

They said it will be functional by July 1, 2026 for case management treatment, housing, detox, and prevention services. They announced an open house on June 24, 2026 at the Receiving Center.

MOTION: Commissioner Perry made a motion to approve the Substance Abuse and Mental Health Area Plan. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Possible Action Item Regarding Personnel and Administrative Matters-Commissioners

The Commissioners discussed the character, professional competence, or physical or mental health of an individual during a closed session.

MOTION: Commissioner Perry made a motion to approve the action item discussed in the closed session regarding personnel and administrative matters. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Attachment No. 2 - Letter of Censure

COMMUNITY DEVELOPMENT

Proposed Annexation into Garland City 12800 N 7000 W-Scott Lyons

Community Development Director Scott Lyons explained the proposed annexation into Garland City located at approximately 12800 N 7000 W creates an island and per code requires approval of both the city and county that the property is taken from. The property is served by Garland City for water and is being annexed to Garland to build a single family dwelling. Garland City Council has given approval. They have reviewed it from a land use perspective with no concerns. The Road Superintendent has looked at it and has no opinion whether to annex or not.

The Commissioners discussed culinary water, the road being narrow, and emergency services.

MOTION: Commissioner Perry made a motion to table this item for further information. The motion was seconded by Commissioner Bingham and the item was tabled.

Ordinance #651 a Rezone Request in the Corinne/Bear River Area from A-20 (Agriculture-20 acre min.) to RR-5 (Rural Residential-5 acre min.)-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #651 is a rezone request in the Corinne area. The property is approximately 22 acres and has been requested to change from A20 to RR5. It was placed before the Planning Commission on May 21, 2026 and a public hearing was held. There was no public comment except for the applicant. The plan is to split the parcel into five acre lots for their children. The Planning Commission has recommended approval.

MOTION: Commissioner Perry made a motion to approve Ordinance #651. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Attachment No. 3 - Ordinance #651

PUBLIC HEARING

Road Vacation Public Hearing Located Approximately 53400 W 27200 N in the Clear Creek Area of Box Elder County-Scott Lyons

Community Development Director Scott Lyons gave background regarding the road vacate at approximately 53400 W 27200 N near the Idaho border. He explained that policy requires a public hearing and the Commission may approve or not approve. He explained the applicant currently believes it is not a public road. It has been on different maps at different times. It has been used for school bus pickup but has been gated with no trespassing signs. The road does not lead to other property or public land and does not affect the general plan. The proposed vacation is in compliance.

MOTION: Commissioner Perry made a motion to open the public hearing. The motion was seconded by Commissioner Bingham and the hearing was opened.

There was no public comment.

MOTION: Commissioner Perry made a motion to close the public hearing. The motion was seconded by Commissioner Bingham and the hearing was closed.

MOTION: Commissioner Perry made a motion to direct staff to prepare the necessary ordinance for the road vacate to the next meeting. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

BUILDINGS & GROUNDS

Resolution #26-14 Regarding Municipal Facility Identification and Designation-Codey Illum

Chief Building Official Codey Illum explained Resolution #26-14 designates and identifies a county building. He said it is in the budget already.

MOTION: Commissioner Perry made a motion to approve Resolution #26-14. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Attachment No. 4 - Resolution #26-14

FAIRGROUNDS

Approve Contract #26-23 With Utah Horse Pullers Association-Jan Rhodes

Fairgrounds Manager Jan Rhodes presented a contract with the Utah Horse Pullers association. She stated it was a huge success last year and would like to bring horse pulling back on the Saturday prior to the fair. The contract has been reviewed by the County Attorney's Office.

MOTION: Commissioner Perry made a motion to approve Contract #26-23. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Attachment No. 5 - Contract #26-23

FIRE DEPARTMENT

Adopt the 2024 International Fire Code (IFC) and Appendix-Kevin Lloyd

Fire Marshal Kevin Lloyd presented the 2024 International Fire Code and Appendix. He said the state has approved it and it will go into effect on July 1, 2026.

MOTION: Commissioner Perry made a motion to adopt the 2024 International Fire Code through Resolution #26-15. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Attachment No. 6 - Resolution #26-15

Adopt the 2024 Wildland-Urban Interface Code-Kevin Lloyd

Fire Marshal Kevin Lloyd stated they have been going off of the 2006 Wildland-Urban Interface Code. He presented the 2024 code to be adopted. He said there are a few amendments which came from HB48.

Deputy Attorney Anne Hansen stated it goes into effect in 2027.

MOTION: Commissioner Perry made a motion to adopt Resolution #26-16 the 2024 Wildland-Urban Interface Code. The motion was seconded by Commissioner Bingham and

unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Attachment No. 7 - Resolution # 26-17

Cooperative Agreement #26-22 Between Box Elder County and the Utah Division of Forestry, Fire and State Lands-Kevin Lloyd

Fire Marshal Kevin Lloyd explained Cooperative Agreement #26-22 is for a cooperative system agreement and insurance policy. He explained if they have a large fire, the state can take on the responsibility.

MOTION: Commissioner Perry made a motion to approve Cooperation Agreement #26-22. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Attachment No. 8 - Agreement #26-22

WEED DEPARTMENT

2026 Utah Weed Supervisor Association (UWSA) Grant Contract #26-24-Wyatt Freeze

Weed Supervisor Wyatt Freeze explained Grant Contract #26-24 is a renewal and helps landowners to coordinate class 1a and 1b weeds that are in other states or just starting here in the county. The grant amount is $8,500.00. It is for the calendar year 2026 of work completed by end of year. They then can request the funds.

MOTION: Commissioner Perry made a motion to approve the UWSA Grant Contract #26-24. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Attachment No. 9 - Contract #26-24

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

Chairman Vincent reviewed the guidelines of the public comment period.

DeAnna Hardy of Brigham City stated the Box Elder Committee of Liberty reminds the Commission of our history. James Otis Jr. was a great patriot. He fought against writs of assistance in court for five hours. He lost everything because he stood against the government. We celebrate the 250th anniversary of our Declaration of Independence from our former mother country. From the tyranny placed upon ancestors nine percent chose to stand and defend our inalienable rights. Who is willing to stand for liberty today? It is reported that there are over 40 data centers already in Utah. Is it the reason that we are losing water in the Great Salt Lake along with government controlled economic development which violates our Utah Constitution. Our government has given incentives for businesses to come. Zoning should only be implemented when a landowner is doing something immoral or dangerous. The AI data center is immoral because it is invading our privacy and collecting data. It requires an abundant amount of water and power. It takes needed resources away from the citizens of our state. The government is creating a virtual prison to control the people, land, water, and air. Time will show who the great patriots are who will stand and defend our Republic.

Victoria Mounga of Utah County stated there are many things that make Utah, our home, great. One of those being our beautiful Great Salt Lake. It is in danger of drying out. The proposed data center will not only doom the lake, but make Utah desolate and unlivable. The cost of it is too great to ignore. It will over double the power usage of our grid. Making bills rise. The equivalent of heat that it will give off would be that of 23 atomic bombs daily. The jobs that it would generate are sorely needed, but there are better ways to fix that problem. The jobs will only exist while the data center is not self sufficient and cannot be counted on long term. She urged the Commission to heed the words of the people they serve. Utah does not want or need the data center. This data center will only funnel wealth and other resources out of our beloved state. We have been in a drought for over a decade. This year there was barely any winter in the valley. Something must be done to preserve our home. She urged them to consider the ramifications of this project and say no.

Naomi Lish stated she is a resident of Box Elder County. Kevin O'Leary said the people of the state want the data center. She doesn't believe that is true. She said that he said the protesters are paid. She said they aren't and she is a resident and not for it. Everyone she has spoken to about it, is not for it. Her biggest concern is the water. Every year we hope to have enough water for gardens and everyday life. This data center is huge and will take more water than the whole county. She is concerned with AI. O'Leary stated if people are not doing anything wrong, why worry if they are being spied on. Since 2001 they have said that if it is for national security, then we need to do it. The elites who decide what is wrong can change. She can't believe that

Governor Cox allowed this to happen and gave them a tax break. She said she wanted to be heard as a Box Elder County resident.

M. R. Cannon said they don't have any statistics for them. There are people who have already prepared a lot of that information. She said it is not too late. The Commission sold us down the river by lining their pockets. It is not too late to make a better decision. She said she is a born and raised Utahn from Utah County. She said this is my home and likes living here. If they are going to destroy the climate and the ecology of the west, they should be ashamed. She said maybe they are close to retiring but she is not. She is beginning to pursue her dreams. She wished they cared a little more.

Finley Whitney said he is a 17 yr old who lives in Park City. He said he has come to speak on behalf of his generation and generations to follow that will be affected by this data center that will take up 40,000 acres. It is more than double the size of Manhattan. The data center will require 9 gigawatts of power, more than double of the entire state. The data center with its onsite natural gas will raise the entire state's emissions by 50%. The cooling system that will pump enough energy into the atmosphere will equal that of 23 atomic bombs. It will raise the temperature of the valley more than 2-3 degrees during the day and 8-28 degrees at night. It will make it impossible for the temperature to cool enough to make the air condense. It will shift the biome to be like the Sahara desert and significantly reduce precipitation. Because of this, the data center will steal a necessary form of water that is depended on by plants and animals. He spoke about the Great Salt Lake and how it supports over half of Utah's wetlands, supports the greatest snow on earth, and controls dust. He and the future asks the Commission to see how it will affect the children and people in the state and realize the consequences that will affect all of our lives. He asked them to approve the referendum and stated it is not too late to change their minds.

David Jardine said his ancestors were among the first people to live in the county. It is a dear place to him. He comes to the county all the time to go to the bird refuge. It is a uniquely beautiful spot. He thanked the Commission for the foresight and wisdom in proposing a moratorium on future data center projects. It is a good idea. He reminded the Commission that whatever projections on a large scale project are extremely optimistic. In other data centers they use far more water than they anticipated. He understands that there are things the Commission can not reject. With bureaucracy things move slowly so if there are reviews, he encourages them to take their time. Open up whatever public comment periods that they can. He asked them to slow down the process as much as possible, understand the impacts, and do what they can to support the referendum. He said they are here to serve the will of the people. He said he is sorry that people have been unkind to the Commissioner's family.

Mack L stated she was born and raised here. She said she loves it here and it is her home. She loves the people and cares about them. She said she cares about the environment but it has become very apparent that loyalty can be bought and paid for by Canadian billionaires. She urged the Commission to ask themselves where their loyalty lies.

Esther Fors stated she is worried as hell about water statewide. She said she noticed today that the Commission pays great attention and thanked them for their attention to a road closure on the Utah-Idaho border and great attention to zoning. She said she hopes they will pay great attention to small details of a data center. There are 21 proposed within the state. Data for whom? Data for what purpose? Please pay attention to the use of our natural resources. Do the right thing. Have the courage to stand up to bullies.

Elizabeth Hulbert said she is a resident of Box Elder County. She took offense when they said they were busing people in to protest. Every year we pray for rain and worry about water. We live in a desert, water is so important to us. People come from all over the world to the bird refuge. It is a special place. We need to respect it.

Stephanie Mangum of Deweyville said she is a spiritual leader and supports raising up indigenous ways. She said she is a big supporter of Chief Darren Parry and his work to save the Great Salt Lake. We all know that this is indigenous land and they desire the earth to be treated as a relative and listen to her so she can heal. The roots of the people here are Mormon pioneers. In their scripture, there is a prophecy about a new song coming where the people can see eye to eye. Is that song about billionaires rising or corrupt politics? With the uproar about the data center and looking at people's comments, it's obvious it's a small sliver of people not seeing eye to eye. The new song that this prophecy is about is showing these awake people about caring about our sacred earth and our humanity's right to clean air, water, and food. It is not time for us to be more selfish or piggish of earth mothers resources. We have to back off. It is time for us to listen and take care of our earth mother. It is not a requirement to have AI or data for happy and healthy lives. Those who are listening to the awake people will be heralded.

Tracy Munson, Utah resident, shared her comments in the form of a poem to speak directly to their hearts and encouraged them to do everything in their power to go against the data center.

Michael Smith of Beaver Dam said he has only been here once before and does not come here to assume they are the enemy. They have a track record and he has heard good and bad and the Commission has been handed a raw deal. This is not the only place this is happening. This is an organized assault across the nation. The notion that no one has a voice affects the whole state and nationwide. This data center affects us all. He said the Commission is free to roll their eyes and move on from everything they have heard today, but recognize that we are not alone. The notion that no one cares about this is bullshit. 3800 residents paid $15.00 to fight one point of attack. $15.00 may not seem like much to them, but the citizens don't have the mechanisms to navigate like the Commission does. He said they can recognize that there are voices that want to

work together with the Commission to find a way out of this. That is the only way this is going to happen. He noticed the item wasn't even on the agenda. It is like the discussion is already over. It has been snuck in under the cover of night. All of the EPA restrictions and all of the things that need to be done, how can you say that you know this is good for us when they bypass all of the governance? Do you hear us? Are we partners in this? Are you with us or against us?

Cheryl Compton of Brigham City stated the Stratos project is not wanted by the people of Utah. It is very much wanted by the secret combinations. It is very much wanted to take control. The people value water and power. They value freedom. Is this country going to pot? Is this country still free? Are we allowed to make our own decisions? This data center has so many deceits involved. When the bad guys want something done, they create an emergency, just like covid. There is power in the people. We have to be able to fight against these secret combinations that are trying to watch every move we make. We must stand against the lies involved. There is not enough power to go through the Ruby Pipeline. She urged them to take it slow and examine every facet of it. Take apart the big huge monster that has been plopped onto the county.

India Elliott said she is 20 years old and represents the Youth Coalition of the Great Salt Lake. They are a diverse age range of over 40 youth, mostly high school age. They are deeply concerned about their future. They work outside of school. They have part-time jobs and family responsibilities and they volunteer because they feel they have to in order to protect their future. This data center directly impacts the Great Salt Lake. It impacts its ecology, health, and future. Every drop of water diverted is a disaster. Stop the data center. Put people over profits and listen to them.

Dominic Cosenza said that what he is seeing and hearing is a lot of people who are afraid for their lives. They are afraid of the way the country is going, losing freedoms, and that their government is in stark opposition to their freedom. The data center is a virtual prison that is being built. He recognizes when people are backed into a corner they are backed into a place where they will fight back. There are men and women already in that line of thinking and willing to go toe to toe. People know what oppression looks like. People have hit their limit. He doesn't want things to be violent, but if these data centers are built the forces of adversity are working against us and there will be bloodshed. He hopes they take that into consideration.

Gabrielle Norton stated they have heard a lot of statistics. She expressed recognition of the complicated position the Commission has been put in at this time. She said she could repeat what has been said about carbon emissions, water, and other things. She says she feels imminent danger with the data center because water has not been tested and the statistics of how much water is being used is less than actual amounts. She had concerns about the Great Salt Lake drying up is the bed of heavy metals and the potential consequence of arsenic in the air. If we go with the assumption that the valley will be inhabitable, we will have billions of dollars for medical bills and the taxpayers for wetting the lake bed to try to raise the water in the lake.

Kristen Hadley said she had no intention of speaking, but she has sat here and watched Commissioner Tyler Vincent not look anyone in the eye as they are speaking. It makes her angry. She does not know what he is doing and asks if he was doing a word search or something. She told him to pay attention. Chairman Vincent showed her that he was taking notes. She asked if they have grandchildren and stated she does not and will not ever have any. She said her three girls told her this world is too dangerous and too toxic to bring children into this world. She stated she doesn't know where the Commission will be in ten years, but pray for their grandchildren. She said she went to Antelope Island not too long ago and she remembers when there was a beach. She couldn't see the buffalo and the lake is being destroyed. She urged them to care about it. In ten years this loop water system is going to be so toxic to our families. She said she can't understand how they can sit behind the desk and not care. It doesn't look like they care. Please look up in between your notes and pay attention to the people who have taken the time to come here.

Landon Maedgen stated the data centers being built reminds him of the cold war where the Soviet Union and the United States engaged in a nuclear arms race. It is now a race to build as many data centers as possible. The majority of the people are not asking for them. His Dad told him about the multiple protective shelter (MPS System) proposed in 1979 to move nuclear missiles in hundreds of shelters in Utah and Nevada. Because the missiles were constantly shuttled to conceal their true location, the strategy was dubbed the nuclear shell game or the race track model. The goal was to keep the soviet spy satellites so they wouldn't know where the shelters were forcing the soviets to target all the bunkers. It was going to cost a ton of money and it was widely opposed due to environmental and water issues. President Reagan scrapped the project in 1981. It reminds him of the data centers as it will affect the ecosystem in an adverse way and cost a ludicrous amount of money. He hopes that the data center will not be enacted.

Jacob Neff stated he is a lifetime Utah resident. He is 27 years old and just getting involved in politics. He is trying to live his life, what is going on around him, and how he can contribute. He took time off from work as he felt it was really important. He said people are angry and fearful. He said he falls into the fearful category. One of the first people to speak was reciting statistics. There was nothing he could do but to hold his head in his hands because it was terrible. The loss of the Great Salt Lake, exposure to the heavy metals, the heat, and the air quality is something he is very scared of. He said it is weird to him that doomscrolling is common. He feels powerless and does not know how to make the world better. He is joining with those begging the Commission to stop the data center. If they were to put their foot down and say no, they would be heroes. He said he doesn't know if Kevin O'Leary's guys make them super rich if they pass through the project. If there are benefits in it for the Commission to consider people over profits.

Chairman Vincent said they appreciate the comments. He said he was not ignoring them, just taking notes.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 129685 through 129733 in the amount of $528,321.20 and 129633 through 129684 in the amount of $461,582.98 with voided claim number 126123.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Type of Change:	Effective Date:
CLARK, JACQUELINE	LANDFILL	COMPENSATION CHANGE	5/24/2026
STAATS, RYAN	VICTIM SERVICES	COMPENSATION CHANGE	5/22/2026
QUINTERO, STEPHANIE	ATTORNEY	COMPENSATION CHANGE	5/28/2026
DOZIER, AUTUMN	LANDFILL	SEPARATION	5/20/2026
PERKINS, THOMAS	ROAD DEPARTMENT	COMPENSATION CHANGE	5/3/2026
GIEBEL, JESSICA	RECORDER'S OFFICE	COMPENSATION CHANGE	5/11/2026
BILLS, COLBY	SHERIFF'S OFFICE	COMPENSATION CHANGE	5/5/2026
JACQUES, JACOB	LANDFILL	SEPARATION	5/16/2026
BERRY, ERIC	ROAD DEPARTMENT	COMPENSATION CHANGE	5/2/2026
BARFUSS, JUSTIN	ROAD DEPARTMENT	COMPENSATION CHANGE	5/8/2026
RICHARDS, COURTLAND	WEED DEPARTMENT	COMPENSATION CHANGE	5/6/2026
YOUNGER, PRESTON	FIRE/SHERIFF	COMPENSATION CHANGE	4/14/2026
PACKER, CURTIS	SHERIFF'S OFFICE	COMPENSATION CHANGE	4/14/2026
PACKER, CURTIS	SHERIFF'S OFFICE	COMPENSATION CHANGE	5/9/2026
BURNETT, MICHAEL	ROAD DEPARTMENT	COMPENSATION CHANGE	4/14/2026
MEIER, SARA	FIRE MARSHAL	COMPENSATION CHANGE	4/14/2026

FARNES, DANIEL	AUDITOR'S OFFICE	COMPENSATION CHANGE	4/14/2026
SOUTHWICK, BYRON	ATTORNEY'S OFFICE	SEPARATION	5/28/2026
HOFMAN, SHYANNE	ATTORNEY'S OFFICE	VOLUNTEER	5/27/2026
MUNOZ, ANACRISTINA	ATTORNEY'S OFFICE	VOLUNTEER	5/27/2026

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 1:19 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 1:33 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 1:35 pm.

ADOPTED AND APPROVED in regular session this 25th day of June 2026.

Tyler Vincent , Chairman

Lee Perry, Commissioner

Boyd Bingham, Commissioner

COUNTY CLERK STATE SEAL OF UTAH BOX ELDER COUNTY

ATTEST:

Marla R. Young, Clerk

COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, May 27, 2026 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 May 27, 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 partcipate 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 Bingham
   - B. Pledge of Allegiance Given by: Clerk Marla Young
   - C. Approve Minutes from Special Commission Meeting on April 27, 2026, Special Commission Meeting May 4th, 2026 and Regular Commision Meeting May 13, 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 Bear River Health Department Annual Report-Estee Hunt
   - B. 11:50 Substance Abuse and Mental Health Area Plan-Jordan Mathis and Trevor Cook
   - C. 12:00 Possible Action Item Regarding Personnel and Administrative Matters-Commissioners
9. **COMMUNITY DEVELOPMENT**
   - A. 12:02 Proposed Annexation into Garland City 12800 N 7000 W-Scott Lyons
   - B. 12:04 Ordinance #651 a Rezone Request in the Corinne/Bear River Area from A-20 (Agriculture-20 acre min.) to RR-5 (Rural Residential-5 acre min.)-Scott Lyons
10. **PUBLIC HEARING**
    - A. 12:06 Road Vacation Public Hearing Located Approximately 53400 W 27200 N in the Clear Creek Area of Box Elder County-Scott Lyons

11. BUILDINGS & GROUNDS

A. 12:16 Resolution #26-14 Regarding Municipal Facility Identification and Designation-Codey Illum

12. FAIRGROUNDS

A. 12:18 Approve Contract #26-23 With Utah Horse Pullers Association-Jan Rhodes

13. FIRE DEPARTMENT

A. 12:20 Adopt the 2024 International Fire Code (IFC) and Appendix-Kevin Lloyd

B. 12:22 Adopt the 2024 Wildland-Urban Interface Code-Kevin Lloyd

C. 12:24 Cooperative Agreement #26-22 Between Box Elder County and the Utah Division of Forestry, Fire and State Lands-Kevin Lloyd

14. WEED DEPARTMENT

A. 12:26 2026 Utah Weed Supervisor Association (UWSA) Grant Contract #26-24-Wyatt Freeze

15. 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.

16. WARRANT REGISTER

17. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE

18. CLOSED SESSION

A. Discussion of the Character, Professional Competence, Physical or Mental Health of an Individual-Commissioners

19. ADJOURNMENT

Prepared and posted this 22nd day of May, 2026. Mailed to the Box Elder News Journal and the Leader on the 22nd of May, 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.

BOX ELDER COUNTY

Lee Perry · Boyd Bingham · Tyler Vincent

COUNTY COMMISSIONERS

May 27, 2026

Sheriff Kevin Potter
Box Elder County Sheriff's Office
52 South 1000 West
Brigham City, Utah 84302

RE: FORMAL LETTER OF CENSURE

Dear Sheriff Potter:

The Box Elder County Board of Commissioners hereby issues this formal Letter of Censure regarding your conduct on January 19, 2026, and your self-reported ongoing practices regarding the use of County property. This action follows an independent investigation into an encounter between yourself and two private citizens, James Knight and Blake Rose, as well as a review of County and Sheriff's Office policies.

While the investigation found insufficient evidence to support a finding of criminal conduct or driving under the influence, it did substantiate multiple violations of Box Elder County Personnel Policies and Procedures and the Box Elder County Sheriff's Office Standards of Conduct.

Specifically, the Board censures you for the following violations:

- Conduct Unbecoming (Sheriff's Office Policy § 320.4.9(m)): You engaged in a heated and confrontational exchange with a private citizen while off-duty but operating a department vehicle. During this altercation at a freeway exit, you activated your vehicle's emergency lights to confront a citizen, which you acknowledged in retrospect was conduct unbecoming of the Sheriff and reflects unfavorably upon the department.
- Drug-Free Workplace – Possession of Alcohol on County Premises/Vehicles (County Policy § 12.3): The investigation confirmed that you were in possession of alcohol within a Box Elder County vehicle on the day of the incident. Furthermore, you admitted to investigators that you keep a cooler containing beer in your County-owned vehicle.

- Fleet Management – Transportation of Alcohol (County Policy § 15-3): Your admission that you regularly transport alcohol in a County fleet vehicle constitutes a direct and ongoing violation of this policy.

The Board of County Commissioners expresses concern regarding these findings. As the highest-ranking law enforcement officer in the County, you are expected to embody the highest standards of professional conduct and strictly adhere to the policies you are charged with enforcing. The practice of regularly storing and transporting alcohol in a County vehicle, regardless of whether it is consumed on-duty, is a lapse in judgment that undermines public trust and sets a poor example for the members of your office.

By this letter, you are formally directed to immediately cease the routine possession or unauthorized storage of alcohol in any County vehicle and to ensure your future conduct adheres to the spirit of County regulations and remains beyond reproach.

Please be advised that this Letter of Censure will be placed in your permanent personnel file.

Sincerely,

The Box Elder County Board of Commissioners

ORDINANCE NO. 651

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING APPROXIMATELY 20.07 ACRES LOCATED IN THE BEAR RIVER/CORINNE AREA FROM A-20 (AGRICULTURE-20 ACRE MIN.) TO RR-5 (RURAL RESIDENTIAL-5 ACRE MIN.).

WHEREAS, the applicant is requesting that the property described herein be zoned from A-20 (Agriculture-20 acre min.) to RR-5 (Rural Residential-5 acre min.); 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 May 21, 2026, 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 May 27, 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 A-20 (Agriculture-20 acre min.) to RR-5 (Rural Residential-5 acre min.):

PART OF PARCEL 04-064-0030

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 4800 NORTH STREET LOCATED 1324.61 FEET SOUTH 87°04'35" FROM THE SOUTHEAST CORNER OF SAID SECTION 14;

RUNNING THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 87°04'35" WEST 432.96 FEET TO THE SOUTHEAST CORNER OF THE KJB LANDHOLDINGS LLC PROPERTY, TAX ID. NO. 04-064-0021; THENCE NORTH 00°30'57" EAST 553.23 FEET ALONG THE EAST BOUNDARY LINE OF SAID KJB LANDHOLDINGS LLC PROPERTY; THENCE NORTH 87°22'52" EAST 1752.69 FEET TO THE EAST LINE OF SAID SECTION 14; THENCE SOUTH 00°03'30" WEST 543.80 FEET ALONG SAID EAST LINE TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 87°04'53" WEST 1324.61 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 22.07 ACRES.

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

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 27th day of May, 2026, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Bingham Voting Aye
Commissioner Perry Voting Aye
Commissioner Vincent Voting Aye

Box Elder County Commission - Chair

Attest:

COUNTY CLERK STATE SEAL OF UTAH BOX ELDER COUNTY

Marla Young
Box Elder County Clerk

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

On this 27th day of May, 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: Oct. 15, 2029

Notary Public

BOX ELDER COUNTY COMMISSION
RESOLUTION NO. 26-14

A RESOLUTION HONORING STEPHEN R. HADFIELD FOR HIS SERVICE AS BOX ELDER COUNTY ATTORNEY AND RENAMING THE BOX ELDER COUNTY JUSTICE CENTER IN HIS HONOR

WHEREAS, Stephen R. Hadfield has faithfully served the citizens of Box Elder County as the elected Box Elder County Attorney for twenty (20) years; and

WHEREAS, throughout his tenure, Mr. Hadfield has demonstrated unwavering dedication to the rule of law, the protection of Box Elder County, and the responsible representation of the County Commission, elected officials, departments, and citizens of the County; and

WHEREAS, Stephen R. Hadfield has earned the respect and trust of the community and his colleagues through his professionalism, integrity, reliability, and steadfast commitment to public service; and

WHEREAS, during his years of service, Mr. Hadfield has been a trusted advisor, a dependable leader, and a protector of the interests of Box Elder County, helping guide the County through significant legal, administrative, and governmental matters; and

WHEREAS, the Box Elder County Commission desires to recognize and commemorate the extraordinary contributions and lasting legacy of Stephen R. Hadfield upon his retirement in December 2026; and

WHEREAS, the Box Elder County Justice Center has served as the central location for the administration of justice and legal services within the County, making it a fitting tribute to the career and service of Stephen R. Hadfield;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Box Elder County that:

1. The Box Elder County Justice Center shall hereby be formally designated and named the **Stephen R. Hadfield Justice Center** in honor of Stephen R. Hadfield's twenty years of distinguished service as Box Elder County Attorney.

2. The County shall take appropriate administrative steps to recognize and implement this designation, including signage and other commemorative acknowledgments as deemed appropriate by the Commission.

3. The Box Elder County Commission expresses its sincere gratitude and appreciation to Stephen R. Hadfield for his dedicated, trustworthy, and reliable service to the citizens of Box Elder County and for his enduring commitment to protecting the County and the rule of law.

RESOLVED, PASSED, AND EFFECTIVE this 27th day of May 2026.

Box Elder County Commission

Chair: Tyler Vincent

Attest:

County Clerk: Marla Young

26 23

UTAH HORSE PULLERS ASSOCIATION 2026 CONTRACT

The Utah Horse Pullers Association agrees to pull at:

Box Elder County Fair in Tremonton, UT on **August 22nd @ 7:00 PM**

The Utah Horse Pullers Association also agrees to furnish the following:

1. To pull **12** teams of horses
2. Stone Boat
3. Announcer ($200.00 additional charge unless otherwise noted)
4. Head Judge
5. 12,000 to 14,000 lbs. of weight ($350.00 additional charge unless otherwise noted)

We the **County** of **Box Elder** agrees to provide the following:

1. **$5,000.00** prize money to be paid to the Utah Horse Pullers Association on or before the completion of the match. **(Announcer and Weights included in prize money)**
2. Two Line Judges
3. Forklift or Loader with operator and assistant.
4. Sound System (preferably cordless microphone for announcer)
5. Freight for weights $350.00 (Trucking)

Either party can cancel this contract without fear of penalty by sending a registered letter fourteen day prior to the match.

Utah Horse Puller Association Julie Martin Date 02/22/26

City/County Chairperson _____ Date 5/27/2026

Please sign and return to Julie Martin at julie.palmer.martin@gmail.com or mail to 890 West Palmer Vista Drive; South Jordan, UT 84095

BOX ELDER COUNTY COMMISSION

RESOLUTION NO. 26-15

A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION ADOPTING THE 2024 INTERNATIONAL FIRE CODE AND APPENDIX.

WHEREAS, the Utah Legislature has adopted the 2021 edition of the International Fire Code (IFC), excluding appendices, as issued by the International Code Council, Inc., except as amended by Utah Code, Title 15A, Chapter 5, Part 2, Statewide Amendments and Additions to International Fire Code Incorporated as Part of State Fire Code;

WHEREAS, the International Code Council Inc. issued an updated edition of the IFC in 2024;

WHEREAS, the Utah Legislature has adopted the 2024 edition of the IFC effective July 1, 2026;

WHEREAS, the Box Elder County Commission finds that the appendices to the IFC are valuable in the protection from and prevention of fires;

WHEREAS, the Box Elder County Commission is authorized under Utah Code § 17-60-204 to make and enforce within the limits of the county, outside the limits of cities and towns, all local, police, building, and sanitary regulations that are not in conflict with general laws;

WHEREAS, counties are authorized to adopt the appendices of the International Fire Code by Utah Code § 17A-1-403(7)(c)(i)(A);

WHEREAS, the Box Elder County Commission finds that adoption of the 2024 edition of the IFC is necessary and proper to provide for the safety, and preserve the health, promote the prosperity, improve the morals, peace, and good order, comfort, and convenience of the county and county inhabitants, and for the protection of property in the county;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BOX ELDER COUNTY that the Commission hereby adopts the 2024 edition of the International Fire Code, including appendices, as issued by the International Code Council, Inc., except as amended by Utah Code, Title 15A, Chapter 5, Part 2, Statewide Amendments and Additions to International Fire Code Incorporated as Part of State Code, effective July 1, 2026;

RESOLVED AND PASSED this 27th day of May 2026.

Box Elder County Commission

Chair: Tyler Vincent

Attest:

County Clerk: Marla Young

BOX ELDER COUNTY COMMISSION

RESOLUTION NO. 26-16

A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION ADOPTING THE 2024 WILDLAND URBAN INTERFACE CODE.

WHEREAS, the Utah Legislature has adopted the 2006 edition of the Utah Wildland Urban Interface Code (WUIC), issued by the International Code Council, with the alternatives or amendments approved by the Utah Division of Forestry, Fire, and State Lands, as a construction code that may be adopted by a local compliance agency by local ordinance or other similar action in Utah Code § 15A-2-103;

WHEREAS, the International Code Council Inc. issued an updated edition of the WUIC in 2024;

WHEREAS, the Utah Legislature has adopted the 2024 edition of the WUIC effective January 1, 2027;

WHEREAS, the Box Elder County Commission is authorized under Utah Code § 17-60-204 to make and enforce within the limits of the county, outside the limits of cities and towns, all local, police, building, and sanitary regulations that are not in conflict with general laws;

WHEREAS, counties are required to adopt the 2024 edition of the WUIC by Utah Code § 65A-8-203;

WHEREAS, the Box Elder County Commission finds that adoption of the 2024 edition of the WUIC is necessary and proper to provide for the safety, and preserve the health, promote the prosperity, improve the morals, peace, and good order, comfort, and convenience of the county and county inhabitants, and for the protection of property in the county;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BOX ELDER COUNTY that the Commission hereby adopts the 2024 edition of the Wildland Urban Interface Code, as issued by the International Code Council, with the alternatives or amendments approved by the Utah Division of Forestry, Fire, and State Lands, effective January 1, 2027;

RESOLVED AND PASSED this 27th day of May 2026.

Box Elder County Commission

Chair: Tyler Vincent

Attest:

County Clerk: Marla Young

26-22

COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is made and entered into this 27th day of May 2026 (the "Effective Date"), by and between the Utah Division of Forestry, Fire and State Lands ("FFSL") and Box Elder County (the "Participating Entity"). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a "Party" or, collectively, as the "Parties."

RECITALS

A. Pursuant to Utah Code Section 65A-8-203, this Agreement is required for a county, municipality, or certain other Eligible Entities and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-121 and R652-122.
D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.
F. The Participating Entity has a designated fire warden and has entered into a County Warden Agreement. *See* Exhibit A.

AGREEMENT

I. Definitions

For the purposes of this Agreement:

1. "Annual Participation Commitment Report" means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
2. "Annual Participation Commitment Statement" means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.

3. "Catastrophic Wildfire" means wildland fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.
4. "Cooperative Agreement" means the same as the term is defined in Utah Administrative Code R652.
5. "Delegation of Fire Management Authority" means the acceptance by FFSL of responsibility for:
    i. Managing a wildfire; and
    ii. The cost of fire suppression, as described in Utah Code Section 65A-8-203.
6. "Direct Expenditure" means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. "Direct Payment" means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as identified in Utah Code Section 65A-8-203.
8. "Director" means the division director of FFSL.
9. "Eligible Entity" means the same as the term is defined in Utah Code Section 65A-8-203.
10. "Extended Attack" means actions taken in response to wildland fire after Initial Attack.
11. "Firefighter" means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
12. "Initial Attack" means actions taken by the first resources to arrive at any wildland fire incident, including—without limitation—size-up, patrolling, monitoring, holding action, or aggressive suppression action.
13. "In-Kind Activity" means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, https://www.independentsector.org/.
14. "Minimum Billing Threshold" means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
15. "Participation Commitment" means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code Sections 65A-8-202 and 65A-8-202.5.
16. "Participating Entity" means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

1. The term of this Agreement shall be five (5) years from the Effective Date.

III. Participation Commitment.

1. Annual Statement.
    a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year during the term of this Agreement.
    b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions it intends to take that address the wildfire threat. Within sixty (60) days of receipt of an Annual Participation Commitment Statement, the Participating Entity shall send the completed annual plan to FFSL for review and approval.
    c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
    d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, this Agreement will terminate at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.
2. Fulfillment.
    a. The Participating Entity shall meet its Participation Commitment, as determined by FFSL, pursuant to Utah Administrative Code R652-122.
    b. The Participating Entity shall meet its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three that are mutually agreed upon by the Parties.
3. Consultation.
    a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.
4. Accounting.

a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").
b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
d. With the Director's approval, or approval of a designee, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
e. The Participating Entity must receive written approval from the Director, or designee, before pursuing carry-over for a specific action or activity under this Section III(4).
f. Amounts reported annually in excess of Participation Commitment do not carry-over without written approval from the Director, or designee, under this Section III(4).

5. Reporting.
   a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
   b. The Participating Entity shall provide an annual accounting of its activities and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
   c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4) of this Agreement in UWRAP.
   d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
   e. FFSL may reject records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.
6. Calculation.
   a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Administrative Code R652-122.
   b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
   c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's

jurisdiction. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdiction. The Fire Cost Average may include State-paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdiction.

d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.

7. Appeals.
    a. Where permitted by Utah Administrative Code R652 and within ninety (90) days of the occurrence, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting to the Director a written appeal that states the reasons for the appeal.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. Pursuant to Utah Code Sections 65A-8-202–202.5 and in accordance with this Agreement, FFSL shall determine reasonable and effective wildfire IA by verifying that the Participating Entity has adequate resources and equipment to manage IA.
4. The Participating Entity shall have financial responsibility for all IA costs within its jurisdiction, other than aviation costs.
5. FFSL shall have financial responsibility for all IA aviation costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for a wildland fire shall occur simultaneously with one of the following events:
    a. The involvement of state-owned or federally-owned lands in the wildland fire;
    b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
    c. The request of the Participating Entity with jurisdiction through its local fire official on scene with authority to do so; or
    d. The decision of the Director, after consultation with local authorities.

2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.
3. Deployment of aviation assets on pre-planned dispatch, as established by the State, does not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report ("CTR") or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity's jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity's jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season," as defined in Utah Code Section 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity's jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Administrative Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting in a negligent, reckless, or intentional manner, the Participating Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular wildland fire ("Cost Recovery Action"), except for when Delegation of Fire Management Authority has occurred. FFSL may assist the Participating Entity in a Cost Recovery Action under this Section IX(1).
2. The Participating Entity shall notify FFSL once it has initiated a Cost Recovery Action.
3. If the Participating Entity recovers from a Cost Recovery Action, the Participating Entity shall provide to FFSL documentation verifying wildland fire costs by the Participating Entity and the legal costs incurred for the Cost Recovery Action.
4. The Participating Entity may retain costs recovered up to and not exceeding its incurred wildland fire costs—including legal fees in pursuing the Cost Recovery Action. All other recovered costs shall be tendered to FFSL for distribution amongst other entities with incurred suppression costs.
5. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.
6. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity's compliance with the terms of this Agreement.
2. If the Participating Entity is out of compliance, FFSL shall place the Participating Entity on "Probation Status" and provide the Participating Entity with a "Probation Notice" including:
    a. Notice of the Probation Status;
    b. The reason for the Probation Status;
    c. The action(s) the Participating Entity must take to remedy the Probation Status; and
    d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity's failure to fulfill its Participation Commitment for the previous calendar year:
    a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
    b. FFSL shall credit the Participating Entity's Participation Commitment expenditures and actions toward the Participating

Entity's outstanding obligation before it may credit the expenditures and actions toward the current obligation;

c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the Probation Notice time frame if the underlying noncompliance is not timely remedied; and
d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.

4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
    a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame;
    b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame; and
    c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
5. For the duration of the Probation Status, this Agreement remains valid.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity no later than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code Section 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
    a. Providing written notice to FFSL of its intent to revoke this Agreement; or
    b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121 and the Participating Entity pays FFSL all outstanding wildland fire suppression costs in full.

6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildland fire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.
7. A revocation of this Agreement by FFSL may be informally appealed to the Director within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no renewal limit.
3. The terms of this Agreement may be amended at any time by written agreement, signed by the Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Administrative Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. **Community Wildfire Preparedness Plan.**

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan ("CWPP") or, subject to FFSL's approval, equivalent wildland fire preparedness plan.
2. Following adoption, the Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan at least every five (5) years from initial adoption.
3. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP or equivalent wildland fire preparedness plan.

XIV. Wildland Urban Interface.

1. The Participating Entity has adopted the Utah Wildland Urban Interface Code, as defined in Utah Code Section 65A-8-401.
2. The Participating Entity shall annually report on enforcement of the wildland urban interface building standards adopted by the Participating Entity.
3. If the State adopts a different version of the Code, the Participating Entity shall adopt within two years the same version of the Code.
4. The Participating Entity designates the following position as responsible to enforce the WUI code: _____.

5. The Participating Entity shall provide to FFSL the map of the zone where the wildland urban interface building standards are enforced. If the Participating Entity makes changes to the map they shall provide to FFSL the current map within 90 days of adoption.
6. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property, including those requirements agreed to by the Parties in the Wildland Urban Interface Agreement. *See* Exhibit B.
7. If the Participating Entity chooses to perform lot assessments under the High Risk Wildland Urban Interface program, they must do so in accordance with policy established by FFSL.

XV. Miscellaneous.

1. This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and hold harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code Sections 65A-8-101–403 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the

basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.

5. The Participating Entity may not assign, sell, transfer, subcontract, or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of FFSL.
6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
8. This Agreement may only be modified by the mutual written agreement of the Parties. If modified, the modification will be attached and made part of this Agreement.
9. This Agreement, including all Exhibits—namely the County Fire Warden Agreement and the Wildland Urban Interface Agreement—constitute an integration and form the entire agreement between the Parties, and supersede any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
10. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

SIGNATURES ON FOLLOWING PAGE

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

FFSL Area Manager Signature	Name	Date
State Forester/Division Director Signature	Name	Date

PARTICIPATING ENTITY

Chief Executive Signature	Tyler Vincent, Chairman Name	May 27, 2026 Date

APPROVED AS TO FORM

UTAH ATTORNEY GENERAL'S OFFICE

Connor Arrington (Jan 15, 2026 13:28:38 MST) Assistant Attorney General Signature	Connor Arrington Name	01/15/2026 Date

#7.26.24

Utah Weed Supervisor Association

2026

GRANTEE CONTRACT
NOXIOUS WEEDS GRANT
Contract Number: 202602DG24

Box Elder County Weed Department
5730 W 800 N
Tremonton, UT 84337

General Purpose of the Contract:
Authority: Noxious Weed Act, Chapter 17 SAE 4443 7303
Cooperative control of noxious weeds and invading weeds through USDA Forest Service Grant Money.

Scope of Work:
Box Elder County Weed Department agrees to complete the following work as proposed:

- Continue to monitor and control all EDDMaps points and mapped locations of high priority weeds.
- Continue work with the Bear River Canal Co. to monitor for goatsrue on county canal system.
- Host a cooperative spray day along the Bear River
- Plan and implement a cooperative spray day for elongated mustard near the Cache and Box Elder County boundary.
- Educate the general public about the Box Elder weed control operation at a booth at the Box Elder County Fair.
- Monitor areas adjacent to the Wellsville Mountains Wilderness area, the Cache National Forest boundary in Mantua, and the southern boundary of the Caribou National Forest.
- Monitor and treat all of the outlying points from this project's SIIPA analysis and mark new locations in the EDDMaps app.

If publications are produced using grant funding, the UWSA must be contacted for additional documentation. The USDA Forest Service must be given credit on any publication funded by this grant.

Budget:
Box Elder County Weed Department agrees to comply with the following use of grant funds, not varying more than 10 percent per category. If it appears the project use of funds or costs will vary more than 10 percent and a new budget is required, the Utah Weed Supervisor's Association must approve the changed budget ***before*** changed costs are incurred.

Qualifying Expenses	Explanation	Requested
Herbicide	Whetstone, 2,4-D Amine, Rifle-D, Aquasweep, Escort, Telar, Activator 90	7,000.00
***Supplies**		0.00
****Labor**	Cost of seasonal labor to complete project	1,500.00
Education		0.00
	Total Amount Requested	**8,500.00**

Grant funds may not be used to purchase food or to rebuild equipment.

Financial Administration and Reporting:

This project is funded through a grant from the USDA Forest Service. The U.S. Department of Agriculture Forest Service prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status (not all prohibited bases apply to all programs).

The fiscal agent *may* provide the Utah Weed Supervisors Association with intermittent reports and invoices, as work progresses. Using intermittent reports, reimbursements may be requested monthly. All such requests must be sent by the third Friday of the month.

A final report is required, and is due before November 1, 2026. The reports will consist of a completed form, reimbursable receipts, matching documentation, before and after photographs of the project and a link to EDDMaps where project GIS data is posted. Send all documentation and information in a digital format by **email to <rosann@etv.net>. Send any necessary hard copy to Rosann Fillmore, P.O. Box 429, Orangeville, UT 84537.**

To assist with record keeping, an *example* in-kind log and expenditure tracking sheet may be requested. Text Rosann Fillmore at 435-650-1507. Similar documentation and copies of invoices clearly marked as UWSA reimbursable costs or matching costs must accompany all requests for reimbursement. (See examples.)

The Utah Weed Supervisors (UWSA):
The UWSA agrees to reimburse Box Elder $8,500.00 for treatment costs authorized by this contract after receiving the necessary reports (cost-share numbers, treated acres, reimbursement requests and annual and/or final reports).

The contractor will only be able to receive 75% of the grant amount until the final grant report has been submitted.

The UWSA also agrees to submit an annual report of the grantee's activities funded by this grant to the USDA Forest Service.

Contract Period:
Effective date: Date of the award notification Termination date: November 1, 2026

IN WITNESS WHEREOF THE PARTIES SIGN AND CAUSE THE CONTRACT TO BE EXECUTED:

Tyler Vincent		May 27, 2026
Print Name of County Manager Or County Commission Chair	Signature	Date
Print Name of RC&D Council Chair	Signature	Date
Print Name of UWSA Chair	Signature	Date

This project is funded through a grant from the USDA Forest Service. The U.S. Department of Agriculture Forest Service prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status (not all prohibited bases apply to all programs).