

**MINUTES
BOX ELDER COUNTY COMMISSION
JUNE 25, 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 **June 25, 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 Chairman Vincent.

The Pledge of Allegiance was led by Community Development Director Scott Lyons.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF MAY 27, 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

Change of July 8, 2026 Commission Meeting - Commissioner Perry

Commissioner Perry stated there is a need to change the July 8, 2026 Commission meeting to July 7, 2026 to accommodate the election canvass. The canvass meeting will begin at 4:30 pm, work session at 4:45 pm, and Commissioner meeting at 5:00 pm.

MOTION: Commissioner Perry made a motion to move the July 8, 2026 Commission meeting to July 7, 2026. 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.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Issues discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Commissioner Perry recognized two employees from the Road Department. He stated Nick Hawkes and Jason Cook are always willing to help out other departments and step in when needed. He said they appreciate their efforts and hard work.

The Commissioners presented Nick Hawkes and Jason Cook with a certificate.

Chairman Vincent thanked the Road Department and these two employees. He said recently they went and took care of a road in an instant. It was appreciated.

AUDITOR'S OFFICE

Ratification of 2026 Tax Sale-Shirlene Larsen

Auditor Shirlene Larsen presented the 2026 Tax Sale List. She reported that there were 36 that were bid on and 39 that are being struck back to the county. Many of those struck back to the county are the non-compliant parcels out west. She read the following statement: The fee simple title to the property described in this entry in the year 2026 is sold and conveyed to the county of Box Elder in payment of general taxes charged against the property.

MOTION: Commissioner Perry made a motion to ratify the 2026 Tax Sale List. 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.

Approval for Low Income Abatement on Parcel #04-062-0084- Mary Jean Thompson

Deputy Auditor Marcie Powell and Mary Jean Thompson explained to the Commission that Ms. Thompson came in for an abatement and was a little bit over the income guideline due to having to count the income of her husband who passed away.

Marcie Powell stated the county abatement gives a little less than a 50% abatement. The amount owed would be \$1,412.00.

MOTION: Commissioner Perry made a motion to approve the county low income abatement on parcel #04-062-0084. 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.

CLERK'S OFFICE

Resolution #26-18 Appointing Special Service District Board Members-Marla Young

Clerk Marla Young thanked all board members who are willing to serve on special service district boards. She said they give up a lot of their time and it is mostly volunteer time. She stated they have advertised and have a resolution appointing and reappointing board members. She read the names of board members and the length of terms to be appointed to various districts.

MOTION: Commissioner Perry made a motion to approve Resolution #26-18. 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- Resolution #26-18

COMMISSIONERS

**Approval of Multicounty United Local Health Department Interlocal Agreement #26-27-
Jordan Mathis**

Jordan Mathis of Bear River Health Department presented the Multicounty United Local Health Department Interlocal Agreement . He stated that under Utah code it combines the Health Department and Mental Health Department together. He said they have made some changes to section 2 since the last agreement. It changes some verbiage, adds the date, clarifies duties that were specified by state code, and delineated the public health and behavioral health responsibilities. It keeps the board as is for voting members and adds the Cache County Executive as an ex officio member, not a voting member. With Utah State University being a big part of our community, they would also have an ex officio seat. USU would like to have their emergency manager considered for the position. He said in section 4.14.123 there is a minor change on contracting behavioral health services. This gives the responsibility to adopt the contracts that the counties had specifically with Bear River Mental Health. They added the verbiage as necessary in there. It opens the door to be able to change the contract language as necessary. Another change would be to add seats on the Behavioral Health Advisory Council, having an ex officio seats added according to bylaws. Those bylaws are still under work with the Behavioral Health Advisory Council. They feel that one of the ex officio seats needs to be the Behavioral Health Director. The council advises the counties on the development of the Behavioral Health Plan in the community. Another change is section 10 which is the delegation of responsibility. They now have the full responsibility to go under contract with DHS for medicaid match requirements. He clarified the responsibility to pay the match comes from the Bear River Health Department. In section 2.2.21 it gives a 20% match for state funds. It has been reviewed by the County Attorney's Office and they adopted the recommended changes.

Commissioner Perry stated this makes our county similar to other counties within the state.

Attorney Stephen Hadfield stated there is a resolution that goes along with the agreement so the Commission will need to adopt the resolution also.

MOTION: Commissioner Perry made a motion to adopt the Interlocal Agreement #26-27. The motion was seconded by Commissioner Bingham and carried unanimously on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

MOTION: Commissioner Perry made a motion to adopt Resolution #26-20. 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 - Agreement #26-27

ATTACHMENT NO. 4 - Resolution #26-20

Appointment of a Behavioral Health Director-Jordan Mathis

Jordan Mathis of Bear River Health Department explained that under Utah code the county authorities have to have a director of substance abuse and a director of mental health. Under the agreement, it was put as one position appointed directly or by contract. Because they contract out behavioral health services they would want to contract out the director of behavioral health services. He said the proposal is that Trevor Cook, who currently serves as the executive director of Bear River Mental Health, serves as the Behavioral Health Director under contract. The contract language states it has to be approved by the three counties.

MOTION: Commissioner Perry made a motion to appoint Trevor Cook as the Behavioral Health Director. 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.

Resolution #26-17 - Updating Mineral Lease Board Services, Appointing Individuals, and Adopting Bylaws-Glen Thurston

Deputy Attorney Glen Thurston explained Resolution #26-17 is a culmination of getting the Mineral Lease Board where it needs to be. He said they did the proper advertising, comment period, and protest period. It removes services that did not need to be there, adds services and bylaws. The resolution appoints individuals to the board.

Commissioner Perry stated they are one member short, but will fill the position in the next month. He stated they recommend appointing Dale Barnett from the south end of the county,

Michael Moss from the Thatcher/Penrose area, Michael Rudd from the northern area, and Kerry Kunzler from the western part of the county to the Mineral Lease Board.

MOTION: Commissioner Perry made a motion to approve Resolution #26-~~27~~ to appoint the board members and adopt bylaws for the Mineral Lease Board. 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 - Resolution #26-~~27~~

FAIRGROUNDS

City Of Fun Carnival Contract #26-26-Jan Rhodes

Fairgrounds Manager Jan Rhodes said it is time to renew the carnival contract. She presented Contract #26-26 with City of Fun Carnival. She stated they have been coming to the fair for some time and they provide great service with no incidents.

MOTION: Commissioner Bingham made a motion to approve Contract #26-26 with City of Fun Carnival. The motion was seconded by Commissioner Perry 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 - Contract #26-26

WEED DEPARTMENT

Invasive Species Mitigation Grant Agreement #26-28 for Rush Skeleton Weed-Darin McFarland

Road Supervisor Darin McFarland explained Grant Agreement #26-28 is to help eradicate Rush Skeleton Weed in the amount of \$66,000.00.

MOTION: Commissioner Bingham made a motion to approve Grant Agreement #26-28. The motion was seconded by Commissioner Perry 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 - Agreement #26-28

Invasive Species Mitigation Grant Agreement #26-29 for Knappweed-Darin McFarland

Road Supervisor Darin McFarland explained Grant Agreement #26-29 is with UDAF to help eradicate Knapweed in the amount of \$21,077.

MOTION: Commissioner Bingham made a motion to approve Grant Agreement #26-29. The motion was seconded by Commissioner Perry 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 #26-28⁹

ROAD DEPARTMENT

Rocky Mountain Power Utility Easement at the Elwood Road Shed-Darin McFarland

Road Supervisor Darin McFarland explained they need to grant an easement to Rocky Mountain Power to move power lines from overhead to underground at the Elwood Road Shed. The easement will protect them from building on top of the lines.

Attorney Stephen Hadfield stated Resolution #26-21 authorizes the easement.

MOTION: Commissioner Bingham made a motion to approve the Rocky Mountain Power Utility Easement. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

MOTION: Commissioner Perry made a motion to adopt Resolution #26-21 authorizing and easement for Rocky Mountain Power. 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 - Rocky Mountain Power Easement

ATTACHMENT NO. 10 - Resolution #26-21

HUMAN RESOURCES

Sheriff's SWAT Differential Policy-Jenica Stander

Human Resource Director Jenica Stander stated they compiled a policy to allow SWAT a differential for the different skills and requirements they have to have. It will cover training and call outs. It goes into effect July 1, 2026.

MOTION: Commissioner Perry made a motion to approve the Sheriff's SWAT Differential Policy. 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.

Approval of Resolution #26-19 URS Tier 2 Public Safety Pick-Up-Jenica Stander

Human Resource Director Jenica Stander explained Resolution #26-19 allows the county to pick up the Tier 2 public safety retirement contributions for law enforcement and fire. It changes the percent the county picks up from 4.73 percent to 5.98 as proposed by the Utah Retirement System.

MOTION: Commissioner Perry made a motion to approve Resolution #26-19. 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. 11- Resolution #26-19

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

Chairman Vincent reviewed the guidelines for Public Comment Period.

DeAnna Hardy of Brigham City said the Box Elder Committee of Liberty would like to remind Commissioners of our American History. There was a debate between two groups. Alexander Hamilton led the debate who thought writing down the Bill of Rights would be dangerous and James Madison led the other group. James Madison thought Alexander Hamilton made a good argument, but James Madison made a promise to John Leland, Pastor of the Virginia Baptists, that he would secure religious freedom. He further argued that if the Bill of Rights was not written, the people would become lazy in luxury, pacified in prosperity, inattentive and fall

asleep. James Madison argued that we must have the Bill of Rights written down and included in the Constitution so that it can be the people's constant centennial so that when the government tramples this Bill of Rights, people can defend their rights. The 4th amendment says it is the right of the people to be secure in their persons, houses, papers, and effects against unreasonable searches or seizures. The AI data centers, aka surveillance centers, are spying on the people, violating the 4th amendment. She gave statistics of data centers in other countries and said the U.S. is winning in the amount of data centers. She said the solution is to starve the beast by shutting off online participation so as to not be caught in the virtual prison our government has created. The power is always in the people and the people must now stand and remedy the injury that has been done to our Constitutionally protected rights.

Michelle Martin spoke on behalf of Beecon Recovery. She said she has witnessed the devastating impact that mental health disorders and addictions can have on individuals and families. Beecon Recovery is a valuable resource providing support and hope to countless individuals. Thanks to Beecon, strangers that had given up on hope of ever being seen as individuals have been statistically proven to be healthy, happy, normal productive contributors to society and have flourished in their times of need. Beecon's state of art technologies of neurological brain mapping, acupuncture, yoga, vitamins, meditation, doctors, nurses, therapists, counselors, peer support, and case management do not just see the money or that they are not just another patient. The free will to choose where they want to get the help they need is in jeopardy. Bear River Mental Health is where they are trying to make us go through. She said she wouldn't be alive if Beecon Recovery wasn't an option for her. She said Beecon's doors are at risk because Bear River Mental Health wants their slice of the cake. The services provided by Beecon Recovery are personal and crucial. Mental health and addiction issues demand immediate attention. By keeping Beecon Recovery alive it will pave the way for healthier future generations. She urged the Commission to keep the doors open to help save lives.

Torrie Garcia stated she has been with Beecon for almost a year. They provide support both emotionally and mentally. The staff makes sure they are provided for in a proper manner. They make sure there is food, clothing, counseling, peer support, hypnosis, and neuro group therapy. She said she has been in and out of many recovery programs and none have ever worked. It would be detrimental to people in recovery to not allow medicaid to support the payment of their recovery. Having to pay out of pocket is not an option because they cannot afford to do so and they rely on medicaid. Beecon Recovery has been one of the only recovery programs in the seven she has participated in that has helped her understand why her recovery is important. Closing the doors on Beecon would be devastating and would be one of the biggest mistakes to happen. We need to keep the doors open so people have a safe place to go where they feel loved and welcomed.

Maddilyn Leth stated she has concerns with the upcoming transition of behavioral health and substance abuse treatment services to Bear River Health Department beginning July 1st. She said

she knows firsthand how difficult it is to come out of the depths of addiction and rebuild a life. She has had to do it many times. Recovery is not something that happens overnight. It takes trust, vulnerability, consistency, and a support system. For many, learning to be honest and open with others is one of the hardest things they will ever have to do. She is concerned about how quickly this transition has occurred. She is curious why there has been so little to no communication with treatment facilities. She questioned why clients were not consulted and why other treatment providers were not brought into the conversation. She said these changes make her think it is more about monetary gain rather than the well being of others. The speed of this transition has already created disruption in people's lives in recovery. Many have spent years being let down by systems that were supposed to help. Trust is already difficult for people in recovery and sudden changes like this can reinforce the feeling that decisions are being made for us rather than with us, telling us again that we are not smart enough to choose our own recovery. Many individuals received letters in the mail informing them that their treatment would be changing and they effectively had no choice in the matter. There was no message to help them understand the transition. She is concerned with how changing treatment without their consent is going to affect their outcomes. Changes to support systems can create overwhelming stress and anxiety. Many have told her about services through Bear River Mental Health and they felt the services were repetitive and ineffective for their needs. Some have expressed concerns about the lack of accountability, including situations where substances went undetected or unaddressed. Others have reported challenges accessing required services. She gave the example of having to travel from Tremonton to Brigham City for mandatory drug testing because they don't offer those services there. Recovery is not one size fits all. They need options.

Kaisie Kano said she is here today as a mother, not a politician or a healthcare executive. She is just a mother who has spent years trying to keep her son alive. Her son has been involved with Bear River Mental Health Services since he was eight years old. The last time he went there, he was seventeen and six months sober. He expressed cravings to his therapist and she suggested methadone. That recommendation sent him down a path that ultimately led to a near fatal overdose. For years, they did everything they were told to do. They asked for help, they showed up, and trusted the system. Yet today, her son still battles addiction. When he desperately needed treatment, she reached out for services through the health department and was told there was a month's wait. When someone is battling addiction, a month can feel like a death sentence. When the appointment finally arrived, he wasn't even on the calendar. She does not care who manages the program on paper. She is worried about losing her son's life. She is worried about the lives of thousands of northern Utah patients who are fighting the same battle. While systems debate policies, families like hers are praying that their children can survive long enough to get the help they need. Desperate to help her son, she enrolled him into a 28 day treatment program that cost her nearly \$48,000. Her son felt he was just a number. After 28 days, he was discharged because the coverage ended. Soon after, he relapsed. That experience taught her something she will never forget. Recovery is not measured in days on a calendar. Recovery is measured in relationships, trust, support, and time. They found Beacon Recovery and for the first time her

son wasn't treated like another number on a chart. He was treated like a person, a young man worth fighting for, a life worth saving. For the first time in his life, her son is taking accountability for his actions. He is open, honest, happy and has started taking online college courses. She said that is the difference with the right treatment program. They didn't just help him get sober, they helped him build a future. She said she is here for every family searching for hope. Every patient deserves the right to choose their treatment. Please remember the faces behind the policies and the families behind the numbers. Please protect patient choice because recovery is not one size fits all.

Tracy Colantonio said she moved here from Illinois and a few months later she relapsed. During that time, she found she had end stage renal failure and is on dialysis. While in the hospital the nurses tried helping her to find a place for treatment. The only place that would accept her was Beecon Recovery. They pay her rent and she stays at Beecon. If she were to be homeless, she has over 100 boxes of dialysis supplies. Beecon has helped to get her sober and has gotten to the root of why she continues to relapse. Just like what Mr. Vincent said in the prayer that America is a free country and we deserve the freedom to choose what we want. She chooses Beecon and hopes they can remain open.

Bridgette Cottam of Brigham City stated it has been 52 days since the Commission yelled at the citizens in a meeting telling them "For hell sakes, grow up" and still there has not been a public apology. As a result of their decision to allow MIDA and the data center to steamroll our community, their short tempers when people were just trying to be heard and the Commission's utter failure to listen to the people they represent, the people took action. Box Elder County showed up with the election. The people told you exactly what they think of your behavior at the ballot box on Tuesday. We voted you out. The Primary Election was a historic referendum on transparency, respect, and accountability. It proved that the people of this county are not a captive audience to be scolded. The people are the stakeholders, the taxpayers, and the citizens who live with the consequences of their votes. When the Commission chose to walk out of the room on May 4th to vote remotely rather than face the people who elected them, you drew a line in the sand. The work is not done just because the election is over. They still hold their seats for the remainder of their terms; they have a responsibility to the county. The people are watching every single decision they make. The steam rolling stops now. The people expect and demand they halt any further concessions to MIDA, protect our local resources, and treat the residents of Box Elder County with the basic respect they deserve.

Jennilyn McKinnon of Brigham City stated she is a registered nurse for 35 years plus. She works with Beecon Recovery and has been there for five years. She is a hypnotherapist at Beecon Recovery. Beecon Recovery is a holistic, innovative, Christ centered recovery program. A recovery program that works. She stated that a rising tide raises all ships. Beecon Recovery has been established since 2019. Since that time, they have been saving lives in Box Elder County. Beecon has a current innovative holistic intensive outpatient facility and three sober

living homes. The current recidivism rate, as of today, is 37%. This is a revolutionary success rate for recovery. They have proven numbers. They have been working on making their success available on a national level with the Secretary of DHS. They want to implement recovery that works to save lives across our great nation. By forcing every patient to go through Bear River Behavioral Health, patients are put at risk. Patients seeking proper treatment are at risk of relapse and possible death. In 2024, we lost thirteen lives from drug overdose. They got caught in that window of time between the release of prison and treatment. She questioned how many more lives do we need to lose. She told the Commissioners they have the opportunity to stop the bleeding. She asked for their support in raising the tide for the nation as they continue to reform recovery into real recovery. She said she hopes that Bear River Health Department, Bear River Mental Health, and Beecon Recovery can rise and be the best that they can be. It is obvious that there is reform needed. She put her name in to be a part of the Community Commission and was declined. She said it was because she is an employee of Beecon. Every life matters. She thanked the Commission for their support and all that they do.

Renee Kraczek stated she is a registered nurse. She said she has been a nurse for forty years. She has a masters degree in public health and public health education. She is an employee of Beecon Recovery. She stated it is not a one size fits all experience at Beecon. They look at the individual. She said they do amino acid therapy which means the proteins to make the neurotransmitters work is provided. She said those things are not offered at Bear River. Each person is an individual. Each person needs to see their life as a possibility. She gave a couple of examples of amino acid therapy and guided imagery. She said miracles happen every day. Those miracles are beautiful because they are individualistic. There are many different programs. Even though other counties within the state have chosen to do a certain thing, it doesn't mean that the Commission can't be the forerunners of what's possible for our people.

Sherri Sorensen stated she is the yoga instructor at Beecon Recovery. She has practiced Yoga for over thirty years. She has lost family members to addiction. Yoga helps with mindfulness. It helps a person to sit still with themselves, understand themselves, and helps to go through the process of recovery. It has been beautiful to see some of the students come and say how much it has helped as they start taking this process out of Beecon and using it at home. It helps them to stop before they react. It teaches their brain to stop and think before they make a wrong choice. Just as a body needs more than protein, it needs things to thrive. Beecon offers the variety needed to help people. It is vital that we have options for recovery. She said it is a very fulfilling job as she feels she is making a difference.

Julie Quinlan said she wanted to talk about the problem with water in our county and the data center. She said she is very concerned about the lack of help in Utah for those that need mental health help which is as important as physical health. She talked about her family and addiction. She feels the sooner someone gets help the better. If not for treatment centers, she has no idea where her brother would be. He has been clean and sober for at least thirty five years. There are

some treatment centers that don't work and they should be shut down. She understands that Beecon works and we should keep it.

Tony Pool stated he owns Beecon Recovery. He said the prayer was funny to him as it talked about veterans and he is a veteran. He is a disabled veteran who served honorably both in the United States Navy and the United States Army. He put his life on the line for this country and for the freedoms that are at risk right now. People should get the opportunity to choose who, where, and when they get their treatment from. He said to Commissioner Perry that this plan that he is in charge of as a chairperson is a monstrosity plan. It's killing people. They are sending people to their death at Bear River Mental Health. He said Commissioner Perry and Jordan Mathis do not know how this works. He gave an example of someone who uses drugs for ten years. They stop, maybe because they went to jail or they found Beecon Recovery which has happened. They are clean for the first time in decades. They have been through Bear River Mental Health and it didn't work. When people go to the Bear River Mental Health facility, they are getting high every day on fentanyl and heroin. They are in Jordan Mathis' program and are high. When we get drunk and go around someone who isn't drinking, we can tell. People who are addicted to these substances can tell instantly and it causes them to want to relapse and they die. Dead! There is no do over. That's it. Oftentimes, they have husbands, wives, and children that repeat the process. He has no intention to send one person to Bear River Mental Health. He has not done one single case agreement nor shall he. He will treat these patients for free and then will go borrow money as long as he has to. Not one person will be sent to their death. This is a lawsuit. They are suing the Bear River Health Department, Department of Human Services, and Bear River Mental Health. He told Commissioner Perry he wished he would have asked for Beecon's recidivism numbers two or three years ago. In 2024, thirteen people died of drug overdoses. Commissioner Perry took an oath to protect them and he is a dismal failure with this program. They can't stop the crap they have started, but the state of Utah can. Together, these people behind him will stop this.

Jordan Mathis shared with the Commission that this transition is not radical. It is what has been done across the state. The Commission knows as well as he knows that the counties have the match requirement. There is something called managed care that helps to oversee and control costs. If we don't have that managed care in place, then the liability for taxpayers to cover the Medicaid match can go up. There is a process in the state of Utah and every other jurisdiction is under it where there is a managed care organization. It creates a network that provides opportunities for those in Medicaid that are seeking behavioral health services to receive treatment within that network. There is a network, there are options and individual providers can consider being a part of it. In this transition there are, as Mr. Pool referenced, single case agreements. Everyone will have the opportunity to complete their treatment with their current provider, but there will be the oversight of the managed care organization. They'll essentially be a part of that network. Every single person at Beecon that wants to continue their treatment and have it covered by Medicaid can get that single case agreement and complete their

care with Beecon. Mr. Pool would just have to agree to be a part of that network and be subject to the oversight of the managed care organization. It is the same structure that has been put into place throughout the rest of the state.

Shay stated she is a recovering addict and works at Beecon Recovery. She has been to Bear River Mental Health for substance abuse. They are not equipped to do substance abuse. Their therapists prescribe medication without the doctor's recognition. It is not a good place. They do not listen or pay attention to patients. They do not take anything into consideration of what the patient is going through mentally, physically, or emotionally. She wouldn't send worst enemy to that place. She would send them anywhere else in the state of Utah, but not to Bear River Mental Health. People should have options. One does not fit all. It never will.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 129857 through 129934 in the amount of \$1,530,952.97 and claim numbers 129935 through 129965 in the amount of \$148,331.19 with voided claim number 129828.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Type of Change:	Effective Date:
Capener, Mariee	FAIR	VOLUNTEER	6/25/2026
Chadaz, Susan	FAIR	VOLUNTEER	6/25/2026
Hinkle, Josi	FAIR	VOLUNTEER	6/25/2026
Howe, Cheryl	FAIR	VOLUNTEER	6/25/2026
Kent, Kristi	FAIR	VOLUNTEER	6/25/2026
Noyes, Kristy	FAIR	VOLUNTEER	6/25/2026
Oyler, Camee	FAIR	VOLUNTEER	6/25/2026
Patterson, Dennis	FAIR	VOLUNTEER	6/25/2026
Pebbley, Amy	FAIR	VOLUNTEER	6/25/2026
Pierson, Suzanne	FAIR	VOLUNTEER	6/25/2026
Riser, Jasen	FAIR	VOLUNTEER	6/25/2026
Rudd, Gloria	FAIR	VOLUNTEER	6/25/2026
White, Paula	FAIR	VOLUNTEER	6/25/2026
Green, Tyson	INSPECTION	COMPENSATION CHANGE	6/23/2026
Whitlock, Carson	LANDFILL	COMPENSATION CHANGE	6/17/2026
Deyo, Abigail	ASSESSOR	NEW HIRE	6/22/2026
Evans, Alexander	SHERIFF'S OFFICE	STATUS UPDATE	6/12/2026
Chipp, James	SHERIFF'S OFFICE	STATUS UPDATE	6/12/2026
Summerill, James	SHERIFF'S OFFICE	STATUS UPDATE	6/12/2026
Blanchard, Larry	SHERIFF'S OFFICE	STATUS UPDATE	6/12/2026

Holdaway, Monica	CLERK	REHIRE	6/23/2026
Wright, Chersten	CLERK	REHIRE	6/16/2026
Martini, Joryn	CLERK	REHIRE	6/23/2026
Martini, Makall	CLERK	REHIRE	6/23/2026
Larsen, Sarah	CLERK	REHIRE	6/16/2026
Peterson, Aubrey	CLERK	REHIRE	6/17/2026
Singleton, Scott	TREASURER	COMPENSATION CHANGE	6/30/2026
Belles, Caleb	SHERIFF'S OFFICE	COMPENSATION CHANGE	6/26/2026
Burdick, Bo	LANDFILL	REHIRE	6/15/2026
Eddington, Jolene	CLERK	REHIRE	6/11/2026
Selman, Loraine	CLERK	REHIRE	6/11/2026
Smith, Sandra	CLERK	REHIRE	6/11/2026
Stokes, Delene	CLERK	NEW HIRE	6/11/2026
Lewis, Andrew	CLERK	NEW HIRE	6/11/2026
Shires, Bonnie	CLERK	REHIRE	6/11/2026
Jeppesen, Cindy	CLERK	REHIRE	6/11/2026
Munns, Jaime	CLERK	REHIRE	6/11/2026
James, Kareem	SHERIFF'S OFFICE	COMPENSATION CHANGE	6/30/2026

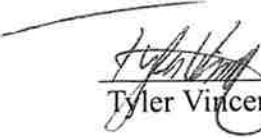
CLOSED SESSION

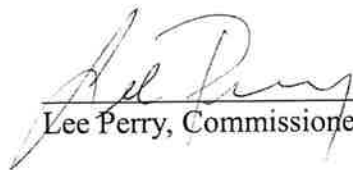
There was not a Closed Session.

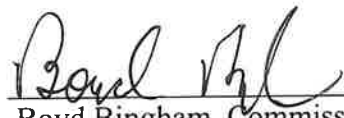
ADJOURNMENT

A motion was made by Commissioner Bingham to adjourn. Commissioner Perry seconded the motion, and the meeting adjourned at 12:58 pm.

ADOPTED AND APPROVED in regular session this 7th day of July 2026.

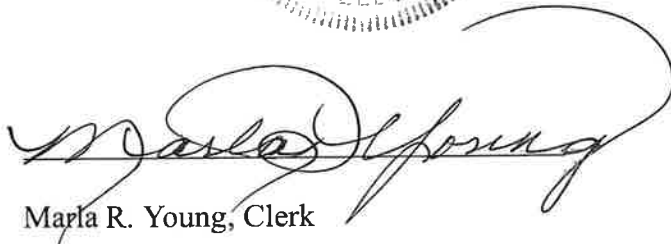

Tyler Vincent, Chairman


Lee Perry, Commissioner


Boyd Bingham, Commissioner

ATTEST:




Marla R. Young, Clerk



COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Thursday, June 25, 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 Thursday June 25, 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 Vincent
- B. Pledge of Allegiance Given by: Community Development Director Scott Lyons
- C. Approve Minutes from May 27, 2026 and June 10, 2026

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. BOX ELDER COUNTY EMPLOYEE RECOGNITION

7. AUDITOR'S OFFICE

- A. 11:40 Ratification of 2026 Tax Sale-Shirlene Larsen
- B. 11:42 Approval for Low Income Abatement on Parcel #04-062-0084- Mary Jean Thompson

8. CLERK'S OFFICE

- A. 11:44 Resolution #26-18 Appointing Special Service District Board Members-Marla Young

9. COMMISSIONERS

- A. 11:46 Approval of Multicounty United Local Health Department Interlocal Agreement #26-27-Jordan Mathis
- B. 11:48 Appointment of a Behavioral Health Director-Jordan Mathis
- C. 11:50 Resolution #26-17 - Updating Mineral Lease Board Services, Appointing Individuals, and Adopting Bylaws-Glen Thurston

10. FAIRGROUNDS

- A. 11:52 City Of Fun Carnival Contract #26-26-Jan Rhodes

11. WEED DEPARTMENT

- A. 11:54 Invasive Species Mitigation Grant Agreement #26-28 for Rush Skeletonweed-Darin McFarland
- B. 11:56 Invasive Species Mitigation Grant Agreement #26-29 for Knappweed-Darin McFarland

12. ROAD DEPARTMENT

- A. 11:58 Rocky Mountain Power Utility Easement at the Elwood Road Shed-Darin McFarland

13. HUMAN RESOURCES

- A. 12:00 Sheriff's SWAT Differential Policy-Jenica Stander
- B. 12:02 Approval of Resolution #26-19 URS Tier 2 Public Safety Pick-Up-Jenica Stander

14. 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.

15. WARRANT REGISTER

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

17. CLOSED SESSION

18. ADJOURNMENT

Prepared and posted this 19th day of June, 2026. Mailed to the Box Elder News Journal and the Leader on the 19th of June, 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.

RESOLUTION NO. 26-18

A RESOLUTION APPOINTING AND REAPPOINTING MEMBERS TO SPECIAL SERVICE DISTRICT ADMINISTRATIVE CONTROL BOARDS AND SPECIAL DISTRICT BOARDS OF TRUSTEES IN BOX ELDER COUNTY

WHEREAS, it has become necessary for the governing board of Box Elder County to make appointments and reappointments to the various special service districts within the County; and

WHEREAS, the appointment and reappointment procedures have been followed according to Utah Code §§ 17D-1-303 and/or 17B-1-303;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Box Elder County, Utah as follows:

Section 1. Scott Douglass, Reed Stokes, and Colby Roberts are hereby reappointed to the Administrative Control Board of **Box Elder Service District 1 (Howell)** for a term of four (4) years to expire on December 31, 2029.

Section 2. David Morris and Melissa Larsen are hereby reappointed to the Administrative Control Board of **Box Elder County Service Area No. 2 (Park Valley)** for a term of four (4) years to expire on December 31, 2029.

Section 3. Josh Braegger, Jay Thackery, and Jeff Forsgren are hereby reappointed to the Administrative Control Board of **Box Elder County and Willard City Flood Control and Drainage Special Service District** for a term of four (4) years to expire on December 31, 2029.

Section 4. Clay Blanthorn and Mason Warr are hereby reappointed to the Administrative Control Board of **Grouse Creek Special Service District** for a term of four (4) years to expire on December 31, 2029.

Section 5. Patti Kimber is hereby reappointed to the Administrative Control Board of the **Box Elder County Grouse Creek Solid Waste** special service district for a term of four (4) years to expire on December 31, 2029.

Section 6. Guy Ballard and Ross Ballard are hereby reappointed to the Board of Trustees of the **Hansel Valley Watershed** special district for a term of four (4) years to expire on December 31, 2029.

Section 7. Jerry Hirschi, Brandon Hirschi, and Cody Rhodes are hereby reappointed to the Administrative Control Board of **Riverside Community Special Service District** for a term of four (4) years to expire on December 31, 2029.

Section 8. Matt Baxter is hereby reappointed to the Board of Trustees of **Corinne Cemetery Maintenance District** for a term of four (4) years to expire on December 31, 2029.

Section 9. Colleen Shaffer and Larry Hess are hereby appointed to the Board of Trustees of **East Garland Cemetery Maintenance District** for a term of four (4) years to expire on December 31, 2029 and Cory Ballard is hereby appointed the Board of Trustees of **East Garland Cemetery Maintenance District** to term of two (2) years to expire on December 31, 2027.

Section 10. Dalan Smith and Matt Hess are hereby reappointed to the Board of Trustees of **Fielding Cemetery Maintenance District** for a term of four (4) years to expire on December 31, 2029.

Section 11. Lisa Carter and Danny Austin are hereby reappointed to the Board of Trustees of **Garland Cemetery District** for a term of four (4) years to expire on December 31, 2029.

Section 12. Reggie Peterson and Spencer Peterson are hereby reappointed to the Board of Trustees of **Penrose Cemetery District** for a term of four (4) years to expire on December 31, 2029.

Section 13. Todd Gibbs is hereby reappointed to the Board of Trustees of **Portage Cemetery Maintenance District** for a term of four (4) years to expire on December 31, 2029.

Section 14. Verlin Hess is hereby reappointed to the Board of Trustees of **Plymouth Cemetery Maintenance District** for a term of four (4) years to expire on December 31, 2029.

Section 15. Glen Lee Capener is hereby reappointed to the Board of Trustees of **Riverside Cemetery Maintenance District** for a term of four (4) years to expire on December 31, 2029.

Section 16. John Riley and Richard Day are hereby reappointed to the Administrative Control Board of **Willard Precinct Cemetery Maintenance District** for a term of four (4) years to expire on December 31, 2029.

Section 17. Brad Bourne and Glen Capener are hereby reappointed to the Board of Trustees of **Belmont Drainage District** for a term of four (4) years to expire on December 31, 2029.

Section 18. Ben Ferry is hereby reappointed to the Administrative Control Board of **Corinne Drainage Maintenance District #1** for a term of four (4) years to expire on December 31, 2029.

Section 19. Keenan Nelson is hereby reappointed to the Board of Trustees of **Elwood Drainage District** for a term of four (4) years to expire on December 31, 2029.

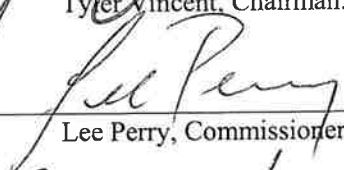
Section 20. Chris Barfuss is reappointed to the **Iowa String Drainage District** for a term of four (4) years to expire on December 31, 2029.

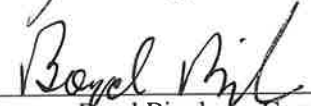
Section 21. *Severability.* If any provision, section, subsection, sentence, clause, or phrase of this Resolution, or the application thereof to any person or circumstance, is for any reason held to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Resolution. The Board of County Commissioners hereby declares that it would have adopted this Resolution and each provision, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses, or phrases be declared invalid, illegal, or unconstitutional.

Section 22. *Effective Date.* This Resolution shall take effect fifteen days after its passage and upon publication or posting as required by law.

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

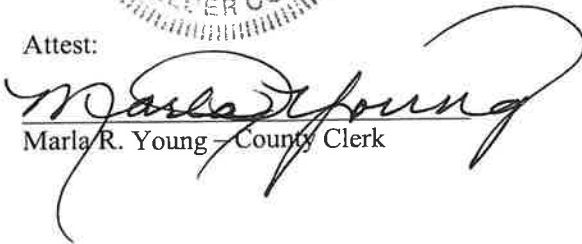

Tyler Vincent, Chairman.


Lee Perry, Commissioner


Boyd Bingham, Commissioner



Attest:


Marla R. Young - County Clerk

Multicounty United Local Health Department Interlocal Agreement

2026

On the 25 day of June 2026, Box Elder County, Cache County, and Rich County (referred to individually as the "County" and collectively as the "Counties"), each being a political subdivision of the State of Utah, have entered into this Interlocal Agreement to formally establish the Bear River Health Department (referred to as the "Department"). The purpose of this agreement is to provide public health, mental health, and substance abuse services more efficiently and to ensure quality and effective services for the citizens of these counties.

RECITALS

WHEREAS, each party is a county of the State of Utah, and through their respective governing bodies and as their local mental health authorities and local substance abuse authorities, are authorized by Utah Code, Title 26A (the "Local Health Authorities Act") and Title 17, Chapter 77 (the Local Health and Human Services Act) to provide public health, mental health, and substance abuse programs to their respective counties;

WHEREAS, Utah Code Title 11, Chapter 13, (the Interlocal Cooperation Act) permits the Counties to cooperate with each other to create interlocal entities to more efficiently provide governmental facilities, services, and improvements to the general public;

WHEREAS, each county within the State of Utah is required to create and maintain a local health department under the provisions of the Local Health Authorities Act, and the Local Health Authorities Act expressly authorizes two or more contiguous counties to unite to create and maintain a multicounty united local health department;

WHEREAS, the Department was created by the Counties as a local health department created, organized, and validly existing pursuant to state law;

WHEREAS, the Local Health Authorities Act requires a multicounty united local health department to administer the programs and services of a local health department, mental health authority, and substance abuse authority;

WHEREAS, the Counties desire to confirm, reaffirm, and ratify the creation of the Department as a multicounty united local health department under the Local Health Authorities Act and the Interlocal Cooperation Act, and to hereby memorialize such creation;

WHEREAS, the Counties are each committed to maintaining the Department as the multicounty united local health department within and for the benefit of the Counties;

WHEREAS, the legislative body of each of the Counties determined that structuring the Department as a multicounty united local health department will enhance the public health, sanitation, public welfare, and economic base of each of the Counties;

WHEREAS, the Counties desire to jointly qualify for and obtain funding from the Utah Department of Health and Human Services for mental health and substance abuse services through the Department;

WHEREAS, the Counties desire to monitor, review, and evaluate the performance of and compliance with all contracts for funding of mental health and substance abuse services through the Department;

WHEREAS, the Counties desire the Department to qualify for, obtain, allocate, and administer such funding, and to perform such other tasks for the Counties; and

WHEREAS, this Interlocal Agreement shall not become effective until it is first approved by resolution of the legislative body of each of the Counties as evidenced by the execution hereof by the appropriate officers of said Counties;

NOW, THEREFORE, the Counties declare and agree to continue the existence of the Department as an interlocal entity and restructure it to be a multicounty united local health department with the following terms and conditions:

1. DEFINITIONS AND INTERPRETATIONS.

- 1.1. **Meanings and Construction.** The following terms, for all purposes of this agreement and any amendments hereto, shall have the meaning herein set forth:
 - 1.1.1. "Interlocal Agreement" shall mean this interlocal cooperative agreement and any amendments and supplements thereto.
 - 1.1.2. "Appropriation Committee" shall mean a committee consisting of one representative from the Legislative Body of each participating county, the Board of Health Chairperson, the Local Health Officer, and the Department Senior Support Officer.
 - 1.1.3. "Behavioral Health or Behavioral Health Programs" shall mean the comprehensive integration of Substance Abuse and Mental Health programs and services as outlined in the Local Human Services Act.
 - 1.1.4. "Board of Health" shall mean the Department's governing body or the Bear River Board of Health.
 - 1.1.5. "Counties" shall mean collectively Box Elder County, Cache County, and Rich County, and their successors.
 - 1.1.6. "Legislative Body or Legislative Bodies" shall mean one or all participating county governing bodies as defined by Utah Code 26A-1-102(2).
 - 1.1.7. "Public Health Programs" shall mean public health programs and services described in the Local Health Authorities Act, excluding any programs and services that include Substance Abuse and Mental Health programs.
- 1.2. **Interpretations.** This Interlocal Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:
 - 1.2.1. definitions include both singular and plural; and
 - 1.2.2. pronouns include both singular and plural and cover both genders.

2. FORMATION, POWERS, AND DUTIES.

- 2.1. **Formation.** This Interlocal Agreement reaffirms the creation of the Department, an interlocal entity formed by the Counties in May of 1971, and restructures the Department as a multicounty united local health department. Pursuant to Utah Code 11-13-203(1), the Department is separate from the Counties, a body politic and corporate, and a political subdivision of the state. It shall have the power to perform all functions consistent with those of a multicounty united local health department as described in the Local Health Authorities Act.
- 2.2. **Powers.** The powers of the Department shall be as follows:
 - 2.2.1. Have all applicable powers permitted and outlined in the Local Health Department Act necessary to provide Public Health Programs;
 - 2.2.2. Have all applicable powers permitted and outlined in the Interlocal Cooperation Act; and
 - 2.2.3. Have all applicable powers permitted and outlined in the Local Human Services Act.
- 2.3. **Duties.**
 - 2.3.1. **Cary** out all applicable duties permitted and outlined in the Local Health Department Act necessary to provide Public Health Programs;
 - 2.3.2. Cary out all applicable duties permitted and outlined in the Interlocal Cooperation Act; and
 - 2.3.3. Cary out all applicable duties permitted and outlined in the Local Human Services Act.

-
- 2.3.3.1.1. ;
 - 2.3.3.1.2. Develop, oversee, and administer all contracts for Behavioral Health Programs;
 - 2.3.3.1.3. Establishing mechanisms to allow for direct citizen input into Behavioral Health Programs; and
 - 2.3.3.1.4. Oversee the development and implementation of a fully integrated local substance abuse and mental health treatment and prevention area plan that emphasizes the delivery of services as mandated by the Local Human Services Act.
 - 2.3.3.1.4.1. This integrated area plan will be called the Behavioral Health Programs Area Plan ("BHP Area Plan") and will be created as specified in this Interlocal Agreement and in compliance with state law.
 - 2.3.3.1.4.2. The Department will hold a public hearing each year for input on the BHP Area Plan. After receiving public input on the BHP Area Plan, the Department shall present the BHP to each County Legislative Body for approval

3. DURATION.

- 3.1. This Interlocal Agreement shall be in full force and effect and be legally binding upon the Counties only after its execution and approval by resolution by the Legislative Bodies of each County. Thereafter, both this Interlocal Agreement and the Department's existence shall continue for a period of fifty (50) years. At which time, it may be terminated or a new agreement executed.

4. ORGANIZATION.

- 4.1. **Board of Health.** The Bear River Board of Health shall govern the Department, subject to the limitations outlined in the Local Health Department Act.
- 4.2. **Membership.** Membership of the Bear River Board of Health shall consist of nine (9) voting members as follows:
 - 4.2.1. Voting Members
 - 4.2.1.1. One (1) elected official from each county, as determined by the Legislative Body; and
 - 4.2.1.2. Six (6) members of the public at large shall be appointed on a non-partisan basis in numbers proportional to the population of the Counties by the respective Legislative Bodies of the Counties, with the advice and recommendation of the Board of Health.
 - 4.2.2.
 - 4.2.3. An employee of the Department may not be a board member. All board members shall reside within the area served by the Department; and
 - 4.2.4. A majority of board members may not:
 - a. be primarily engaged in providing health care or in the administration of facilities or institutions in which health care is provided;
 - b. hold a fiduciary position or have a fiduciary interest in any entity involved in the provision of health care;

-
- c. receive either directly or through a spouse more than one-tenth (1/10) of the board member's gross income from any entity or activity relating to health care; and
 - d. be members of one particular type of business or profession.
 - 4.3. **Appointment.** All members shall be appointed in accordance with subsection 4.3.1.2 by their respective County Legislative Body.
 - 4.4. **Term.** Appointments shall be for a term of three (3) years and shall be made as possible, so one-third of the terms of office of those serving on the Board of Health expire each year. Board members appointed to fill vacancies shall hold office until the expiration of the terms of their predecessors. Board members may be appointed to successive terms pursuant to the policies of the respective Counties.
 - 4.5. **Fiduciary Duty.** Each member of the Board of Health has and owes a fiduciary duty to the Department.
 - 4.6. **Officers.** The Board of Health shall elect a chair, a vice-chair, and a secretary. The Executive Director of the Department appointed pursuant to [Utah Code 26A-1-105.5\(4\)](#) may serve as secretary to the Board of Health.
 - 4.7. **Local Health Officer.** In accordance with [Utah Code 26A-1-105.5\(4\)](#), the appointed Executive Director shall serve as the Local Health Officer, hold office, and have the powers set forth in [Utah Code 26A-1-110](#), and may be removed as outlined in [Utah Code 26A-1-111](#).
 - 4.8. **Meetings.** The Board of Health meetings shall be held at least six times per year. The chair may call special meetings or a majority of the board members at any time by providing three (3) days notice to each board member or, in the case of an emergency, as soon as possible after all board members have been notified.
 - 4.9. **Quorum.** A majority of the Board of Health members shall constitute a quorum.
 - 4.10. **Bylaws.** The Board of Health may adopt and amend bylaws that are not inconsistent with this agreement and state law for the transaction of business. The bylaws and any subsequent amendments shall be approved as to form by the Cache County Attorney and approved by a majority vote of a Quorum in a public meeting.
 - 4.11. **Compensation.** Under [Utah Code 26A-1-109](#), board members serve without compensation but shall be reimbursed for actual and necessary traveling and subsistence expenses when absent from their place of residence to attend authorized meetings.
 - 4.12. **Personnel.** The Legislative Bodies of the Counties shall ratify the Board of Health's approval of all changes to the Department's merit system, personnel policies, and compensation plans. In addition, the provisions of [Utah Code 26A-1-112](#) shall generally apply to the appointment of personnel, including removal for cause.
 - 4.13. **Reports.** The Board of Health shall, annually, report the operations of the Department and the Board of Health to the local governing bodies of the municipalities and the Counties served by the Department. In addition, the Board of Health shall send a copy of the Department's approved budget to all local governing bodies of the municipalities and Counties served by the Department no later than thirty (30) days after the beginning of the Department's fiscal year.
 - 4.14. **Behavioral Health Programs.** Through this Interlocal agreement, the Counties, as the Substance Abuse and Mental Health Authorities as outlined in [the Local Health and Human Services Act](#), delegate oversight of all Behavioral Health Programs to the Department, with the following stipulations.
 - 4.14.1. The Counties grant the Department the responsibility for continuing, maintaining, and overseeing contracting for Behavioral Health Programs. Contracting shall be governed by [Utah Code, Title 63G, Chapter 6a \(the Utah Procurement Code\)](#) and

the Department's approved procurement policies, subject to the following stipulations:

- 4.14.1.1. The Counties authorize the Department to contract directly with the Utah Department of Health and Human Services for any funds (state or federal) available to the Counties to deliver Behavioral Health Programs.
- 4.14.1.2. The Counties authorize the Department to develop, oversee, administer, and monitor contracts for Behavioral Health Programs on their behalf.
 - 4.14.1.2.1. To avoid a lapse in critical government services and mitigate circumstances likely to negatively impact public health, safety, and welfare of vulnerable populations, the Department shall prioritize the Counties' established contract(s) for Behavioral Health Programs that exist at the creation of this Interlocal Agreement.
 - 4.14.1.2.2. Changes may be made to the contract(s) as long as they are intended to enhance the integrity of the contract(s) or the delivery of Behavioral Health Programs. However, the duration established in the contracts referenced in subsection 4.14.1.2.1 shall remain unchanged unless the contracted service provider and the Department agree otherwise.
 - 4.14.1.2.3. Any established contract(s) for Behavioral Health Programs shall be re-executed to spell out the expectation for delivering integrated mental health and substance abuse programs.
- 4.14.2. As permitted under Utah Code 17-773-307, the Legislative Bodies of the Counties, under this agreement, officially establish a local behavioral health advisory council to advise on the planning, organization, and operation of all Behavioral Health Programs. The council shall be called the Bear River Behavioral Health Advisory Council (BHAC). The BHAC shall meet at least once per quarter and be governed by bylaws. The bylaws shall not conflict with any federal, state, or local law or this Interlocal Agreement and shall be approved by the Counties.
- 4.14.3. The BHAC shall comprise nine members appointed by the Counties as directed in Utah Code 17-77-307, with the following makeup based on county population.
 - 4.14.3.1. Five members from Cache County;
 - 4.14.3.2. Three members from Box Elder County;
 - 4.14.3.3. One member from Rich County; and
- 4.14.4. BHAC members shall be selected from persons who are representative of interested groups in the community, but may not be individuals employed by or otherwise associated with contracted service providers.
 - 4.14.4.1. All BHAC members shall be appointed by their respective County Legislative Body, with the BHAC's advice and recommendation.

-
- 4.14.4.1.1. Initially, one-fourth of the voting members shall be appointed for one year, one-fourth for two years, one-fourth for three years, and one-fourth for four years.

Cache County (5 members)

One member initially appointed for a four-year term;
One member initially appointed for a three-year term;
One member initially appointed for a two-year term;
and
Two members initially appointed for a one-year term.

Box Elder County (3 members)

One member initially appointed for a four-year term;
One member initially appointed for a three-year term; and
One member initially appointed for a two-year term

Rich County (1 member)

One member initially appointed for a four-year term.

- 4.14.4.1.2. After the completion of the initial term, each member's seat shall be for a four-year term.

- 4.14.4.1.3. Vacancies shall be filled in the same manner as for unexpired terms.

- 4.14.4.1.4. Any council member may be removed for cause.

- 4.14.4.2. The BHAC shall advise the Counties in planning (including the required BHP Area Plan), organizing, and operating community Behavioral Health Programs.

- 4.14.4.3. Under this Interlocal Agreement, the BHAC shall be an agent of the Counties and is subject to laws and requirements relating to the Local Mental Health and Substance Abuse Authorities. All BHAC meetings shall comply with Utah Code Title 52, Chapter 4 (the Open and Public Meetings Act).

- 4.14.5. Under this Interlocal Agreement, the Department is authorized to fulfill the requirements set forth in Utah Code 17-77-201(5) and 17-77-301(5) in appointing directly or by contract a Director of Behavioral Health Programs. Once appointed, the Director shall:

- 4.14.5.1. Serve as the director of substance use programs and services per Utah Code 17-77-201(5);

- 4.14.5.2. Serve as the director of mental health programs and services per Utah Code 17-77-301(5);

- 4.14.5.3. Shall not be the Local Health Officer;

- 4.14.5.4. ;

-
- 4.14.5.5. Work with the BHAC in planning (including the required BHP Area Plan), organizing, and operating community behavioral health programs;
 - 4.14.5.6. Ensure compliance with all applicable state and federal statutes, policies, audit requirements, contract requirements, and any directives resulting from those audits and contract requirements;
 - 4.14.5.7. Have general oversight of Medicaid Capitation for Behavioral Health Programs; and
 - 4.14.5.8. Develop, oversee, and administer all subcontracts with qualified behavioral health providers;
 - 4.14.5.8.1. Provided that subcontracted providers shall establish administrative, clinical, personnel, financial, procurement, and management policies for behavioral health programs and facilities, in accordance with state division rules and state and federal law.

5. BUDGET, FUNDING, CONTRACTS & PROCUREMENT.

5.1. Operating Budget.

- 5.1.1. The Department's fiscal year shall begin on January 1 and end on December 31.
- 5.1.2. The Local Health Officer of the Department shall submit a proposed fiscal year budget to the Board of Health for the upcoming fiscal year.
- 5.1.3. The Board of Health shall adopt an annual budget for each fiscal year in compliance with the Uniform Fiscal Procedures Act for Counties, Utah Code, Title 17, Chapter 36 (the Fiscal Authority and Processes Code). The proposed annual budget, approved by the Board of Health, shall be presented to the Legislative Bodies of the Counties.

5.2. County Funding.

- 5.2.1. In accordance with Utah Code 26A-1-117, the Counties involved in the establishment and operation of the Department shall be responsible for funding the ongoing operations as follows.
 - 5.2.1.1. In accordance with Utah Code 26A-1-115, the cost of establishing and maintaining the Department shall be apportioned among the participating Counties based on the most recent federal census population estimates in proportion to the total population of all Counties within the boundaries of the Department.
 - 5.2.1.1.1. The population appropriation may be paid from the County General Fund, from the levy of a tax, or in part by an appropriation and in part by a levy under Utah Code 17-63-701(2).
 - 5.2.1.1.2. The County's population appropriation shall be jointly evaluated by an Appropriation Committee every five years, and a recommendation shall be made regarding the per-capita appropriation for the subsequent five (5) year period.
 - 5.2.1.1.3. The County Legislative Bodies will review and consider this appropriation recommendation for adoption.

-
- 5.2.1.1.4. Appropriated funds shall only be used to support the Department's operations.
 - 5.2.1.1.5. Once the Counties adopt this agreement, the minimum population appropriation may be reduced only through consultation and approval by the County Legislative Body of each County involved.
 - 5.2.1.1.6. The agreed-upon population appropriation will be in a written addendum to this agreement.
 - 5.2.1.1.7. Nothing in this Interlocal Agreement shall prohibit a County from contributing more than the agreed-upon population appropriation.

5.2.2. County Match.

- 5.2.2.1. In accordance with Utah Code 26A-1-115(6)(a)(i), all state funds distributed by contract from the Utah Department of Health and Human Services to the Department for public health services shall be matched at a percentage determined by the Utah Department of Health and Human Services in consultation with the Department.
- 5.2.2.2. Medicaid Match Contract
- 5.2.2.3. In accordance with Utah Code 17-77-201(5)(k) and 17-77-301(5)(x), the Counties agree to provide funding equal to at least 20% of the state funds received to fund services described in the required BHP Area Plan.

5.3. **Contract Funding.** The Department is authorized to contract with the Utah Department of Health and Human Services and other state and federal agencies to bring eligible public health, mental health, and substance abuse funding to the Counties.

- 5.3.1. The Local Health Officer is authorized to approve all new and renewed contracts, grants, and other revenue sources for Public Health Programs, provided that such contracts align with local needs.
 - 5.3.1.1. The Local Health Officer may authorize agreements that are not in conflict with state law and are conditional on receiving funds through a donation, grant, or contract.
 - 5.3.1.2. After a thorough review, any proposed contracts shall be submitted to the Local Health Officer for authorization.
 - 5.3.1.3. The Board of Health may direct the Local Health Officer to cancel or not renew any contract, grant, or other source of revenue.

5.4. **Fees.**

- 5.4.1. The Board of Health shall annually establish and adopt a fee schedule for all Department programs and services for which there is a charge, based on recommendations provided by the Local Health Officer.
 - 5.4.1.1. The provisions of Utah Code 26A-1-114 shall generally apply to the Department's establishment and collection of fees.
 - 5.4.1.2. For budgeting purposes, all fee amounts shall be finalized by October 31 of each year and shall take effect at the beginning of the next calendar year.

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- 5.4.1.3. The Board of Health shall not establish fees for programs and services for which a fee has been directed and set by state statute or rule.
- 5.5. **Additional Revenue.** Money from surpluses, grants, and donations may also be used to establish and maintain the Department.
- 5.6. **Security for Financing Physical Facilities.** In accordance with Utah Code 26A-1-115, the cost of providing, equipping, and maintaining suitable offices and facilities for a local health department is the responsibility of participating Legislative Bodies of the Counties. Under this agreement, this is best accomplished in consultation with the Board of Health to ensure that the facilities adequately address the community's needs. To facilitate the financing of physical facilities, each county may enter into separate arrangements with the Department regarding the operation and utilization of all facilities used for Public Health Programs in its county.
- 5.7. **Treasurer.** The provisions of Utah Code 17-77-201(2)(c)(i)(a), 17-77-301(2)(c)(i)(a), and 26A-1-118 shall apply, and the Cache County Treasurer shall serve as treasurer for the Department over Public Health and Behavioral Health Programs. The treasurer or other disbursing officer authorized by the treasurer may make payments from monies for the joint programs and services of the Counties upon audit of the appropriate auditing officer or officers representing the Counties.
- 5.8. **Auditor.**
- 5.8.1. The Counties grant the Department the authority to appoint an independent auditor to audit the operation of the Department as outlined in Utah Code 17-77-201(2)(c)(ii), 17-77-301(2)(c)(ii), and 26A-1-115(7)(a).
- 5.8.2. The Counties reserve the right to assign an auditor to audit any Department operations.
- 5.9. **Procurement Procedures.** The Department will develop written procurement policies to guide all procurement procedures, except as dictated otherwise in subsection 4.14.1 of this Interlocal Agreement. The procurement policies shall not conflict with Utah Code 11-13-226, be reviewed by legal counsel, and be approved by the Board of Health.

6. LEGAL REPRESENTATION.

- 6.1. The Cache County Attorney shall provide legal representation for Public Health and Behavioral Health Programs as required by Utah Code 26A-1-120, 17-77-201(2)(c)(iii), and 17-77-301(2)(c)(iii).
- 6.1.1. The other Counties may authorize the Cache County Attorney to represent them in defending or prosecuting actions within their counties related to public health and behavioral health programs.
- 6.1.2. The other Counties may authorize the Cache County Attorney to provide legal services within their County, consistent with the provisions of Utah Code 26A-1-120.
- 6.1.3. The Health Officer shall notify the Cache County Attorney of any pending or imminent legal actions against the Department.
- 6.1.4. If there is a conflict of interest involving the county attorney acting as legal advisor to the Department or defending an action against the Department, the Board of Health, or officers and employees, the Cache County Attorney shall assign an attorney from a participating county herein to act as legal advisor.

7. REPRESENTATION.

- 7.1. **County Representation.** Each County represents that it is a political subdivision of the State of Utah and is authorized to enter into the transactions contemplated by this Interlocal Agreement and to carry out its obligations hereunder, including funding the Department per the Local Health Authorities Act.
- 7.2. **No Litigation.** Each County represents that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which said County, as applicable, is a party or to which any of its property is subject, which, if determined adversely to said County, would individually or in the aggregate (i) affect the validity or enforceability of this Interlocal Agreement, or (ii) otherwise materially adversely affect the ability of the said County to comply with its obligations under this Interlocal Agreement or the transactions contemplated by this Interlocal Agreement.

8. TERMINATION AND DISSOLUTION.

- 8.1. **Termination & Dissolution.**
- 8.1.1. Any party to this agreement may terminate its participation in this entity only after complying with Utah Code 26A-1-122.
- 8.1.2. At least ninety (90) days prior written notice of the withdrawal shall be given to the Board of Health.
- 8.1.3. The effective date of any withdrawal shall be December 31.
- 8.1.4. The participating Counties shall establish local health departments under Section 26A-1-103, 26A-1-105, or 26A-1-106 at least 30 days before dissolution of the Department.
- 8.1.5. Upon termination, the Board of Health is authorized to take such actions as necessary to effectuate the dissolution of the Department and dispose of the property of the Department as spelled out in subsection 8.2 of this Section.
- 8.1.6. Unless explicitly stated otherwise in this Interlocal Agreement, no party shall have the right to unilaterally cancel, rescind, or terminate this Interlocal Agreement due to a breach. However, this limitation does not affect any other rights or remedies that either party may have as a result of such a breach.
- 8.2. **Division of Assets.** Upon termination and dissolution of this Interlocal Agreement, title to the assets of the Department shall revert to the respective Counties for which those assets have been secured and utilized for the delivery of Public Health Programs.
- 8.3. **Division of Workforce.** Upon termination and dissolution of this Interlocal Agreement, the Counties agree to jointly negotiate in good faith regarding the division of the current workforce. The Counties agree that the primary focus of the negotiations will be to minimize the disruption of public health service delivery in each county.

9. MISCELLANEOUS

- 9.1. **Filing.** Each County covenants to file this Interlocal Agreement with its records keeper.
- 9.2. **Assignment.** None of the Counties may assign any interest herein without the consent of all other parties to this Interlocal Agreement.

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- 9.3. **Counterparts.** This Interlocal Agreement may be executed in multiple counterparts, each of which will be considered an original for all purposes. Each County agrees to execute any necessary deeds, instruments, legal documents, and resolutions or ordinances to implement the terms of this Interlocal Agreement.
- 9.4. **Entire Contract.** This Interlocal Agreement consolidates, supersedes, and replaces all previous negotiations, representations, and agreements between the Counties regarding the subject matter addressed herein. It serves as the complete contract between the Counties concerning the establishment and powers of the Department. Additionally, the intent of this Interlocal Agreement is to document and reaffirm the formation and powers that the Department has exercised up to this point.
- 9.5. **Amendment.** This Interlocal Agreement may only be modified or amended in writing. Such modifications or amendments shall be signed by a duly authorized representative of the Counties, following the adoption of a resolution by the Counties' Legislative Bodies that approves the changes.
- 9.6. **Attorney Fees.** The prevailing party in any litigation to interpret and/or enforce the provisions of this Agreement shall be entitled to an award of reasonable attorney fees and costs, in addition to any other relief that the court grants.
- 9.7. **Severability.** Whenever possible, each provision of this Interlocal Agreement shall be interpreted in such a manner as to be valid; but if any provision of this Interlocal Agreement is held, in a final judicial determination, to be invalid or prohibited under applicable law, that provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Interlocal Agreement. Notwithstanding the foregoing, however, should such judicially determined invalidity of any provision of this Interlocal Agreement frustrate the intended purpose of the member entities, as expressed herein, that invalidity shall cause this Interlocal Agreement to be terminated, with the parties, to the extent possible, to be restored to the status quo.
- 9.8. **Conflict with State Law.** To the extent that any provision contained in this Interlocal Agreement is, or subsequently comes, in conflict with Utah State Code, Utah State Code shall be controlling with respect to the Department's organization and operation.
- 9.9. **Governing Law.** The laws of the State of Utah shall govern this Agreement.
- 9.10. **Annual Review.** The Local Health Officer shall work with the Cache County Attorney's Office to conduct an annual review of this Interlocal Agreement to ensure all references to Utah State Code are current and that this Interlocal Agreement complies with current Utah State Code to assess potential conflicts and suggest solutions to clarify or resolve them. The findings of this review, along with any recommended changes and an overview of the overall context and structure of this Interlocal Agreement, will be presented to the Counties as part of the annual report required under Utah Code 26A-1-109(6).

AGREED TO AND APPROVED BY:



Name

Date

Box Elder County Commission Chair

Name

Date

Cache County Council Chair

Name

Date

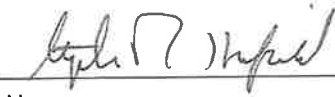
Cache County Executive

Name

Date

Rich County Commission Chair

APPROVED TO FORM



6/25/26

Name

Date

Box Elder County Attorney

Name

Date

Cache County Attorney

Name

Date

Rich County Attorney

RESOLUTION NO. 26-20

RESOLUTION OF THE BOX ELDER COUNTY COMMISSION TO APPROVE AN INTERLOCAL AGREEMENT AS TO RESTRUCTURE THE BEAR RIVER HEALTH DEPARTMENT AS A MULTICOUNTY UNITED LOCAL HEALTH DEPARTMENT

WHEREAS, Utah Code § 26A-1-105.5 permits two or more contiguous counties to execute an interlocal agreement pursuant to the provisions of Utah Code Title 11, Chapter 13, Interlocal Cooperation Act, to create and maintain a multicounty united local health department; and

WHEREAS, Utah Code § 11-13-203(2) permits counties in the State of Utah to enter into an agreement to approve the creation of a Utah interlocal entity regarding cooperative action; and

WHEREAS, the counties of Box Elder, Cache, and Rich have previously established and maintained the Bear River Health Department as a local health department to provide public health services; and

WHEREAS, Utah Code Title 17, Chapter 77 (Local Human Services Act) requires local mental health and substance abuse authorities to provide mental health and substance abuse programs and services within their respective counties; and

WHEREAS, the County agrees that formally combining and integrating the substance abuse and mental health programs of the three counties under the Bear River Health Department to establish a multicounty united local health department will improve administrative efficiencies, optimize state and federal funding eligibility, and integrate behavioral health services for the residents of Box Elder County; and

WHEREAS, the three participating counties have not previously authorized, under a unified interlocal agreement, that their respective substance abuse and mental health programs fall under the structural administration of the Bear River Health Department, and there is a critical public need to do so; and

WHEREAS, the Box Elder County Commission finds that signing and executing a new interlocal agreement that restructures the Bear River Health Department as a multicounty united local health department is in the best interest of the health, safety, and welfare of the residents of Box Elder County;

NOW THEREFORE, be it resolved by the Board of Commissioners of Box Elder County, Utah, that the Box Elder County Commission:

Section 1. Approval of Interlocal Agreement. The Interlocal Agreement to restructure the Bear River Health Department as a multicounty united local health department under Utah Code § 26A-1-105.5, attached as Exhibit A, is hereby approved and the appropriate county officers are

authorized and directed to sign and execute the same, subject to all other applicable state and local laws.

Section 2. Transmission of Documents. Upon execution of the aforementioned agreement, this resolution of approval and the signed agreement shall be forwarded to the Cache County Commission, the Cache County Commission, and the keeper of records of the interlocal entity in accordance with Utah Code § 11-13-209.

Section 3. Effective Date. This resolution shall take effect following its passage and approval by the County Commission.

PASSED AND ADOPTED by the Box Elder County Commission on this 25th day of June 2026.

VOTE:

Boyd Bingham	☒	Yes	☐	No	☐	Absent
Tyler Vincent	☒	Yes	☐	No	☐	Absent
Lee Perry	☒	Yes	☐	No	☐	Absent



Attest:

Marla Young, County Clerk

Tyler Vincent, Commission Chair

RESOLUTION NO. 26-17

RESOLUTION OF THE BOX ELDER COUNTY COMMISSION ADDING MINERAL LEASE SERVICES TO THE BOX ELDER SPECIAL SERVICE DISTRICT; DISCONTINUING OTHER SERVICES FROM THE BOX ELDER SPECIAL SERVICE DISTRICT; REVOKING RIGHTS, POWERS, AND AUTHORITY FROM THE BOX ELDER SPECIAL SERVICE DISTRICT; DELEGATING RIGHTS, POWERS, AND AUTHORITY TO THE BOX ELDER SPECIAL SERVICE DISTRICT; AND APPOINTING INDIVIDUALS TO THE ADMINISTRATIVE CONTROL BOARD OF THE BOX ELDER SPECIAL SERVICE DISTRICT

WHEREAS, Utah Code § 17D-1-401 allows a county legislative body acting as the governing body of a special service district to add a service to the special service district; and

WHEREAS, Utah Code § 17D-1-201(14) allows a special service district to provide the service of receiving federal mineral lease funds under Title 59, Chapter 21, Mineral Lease Funds, and expending those funds to be used in accordance with state and federal law; and

WHEREAS, the Box Elder County Commission acting as the county legislative body of Box Elder County finds that the public health, convenience, and necessity require the addition of this service to a special service district; and

WHEREAS, the Box Elder County Commission acting as the county legislative body of Box Elder County intends to add the service of receiving federal mineral lease funds under Title 59, Chapter 21, Mineral Lease Funds, and expending those funds to be used in accordance with state and federal law to the Box Elder Special Service District; and

WHEREAS, the Box Elder Special Service District's boundaries are coterminous with the boundaries of Box Elder County; and

WHEREAS, the Box Elder County Clerk has given written notice as provided in Utah Code § 17D-1-205; and

WHEREAS, the Box Elder County Commission acting as the county legislative body of Box Elder County has held a public hearing; and

WHEREAS, the period for filing protests under Utah Code § 17D-1-206 has passed without adequate protests having been filed; and

WHEREAS, Utah Code § 17D-1-601 allows a county legislative body acting as the governing body of a special service district to discontinue a service from the special service district; and

WHEREAS, there is no outstanding bond payable in whole or in part from fees and charges imposed for the services to be discontinued; and

WHEREAS, there is no contractual obligation for the Box Elder Special Service District to provide the services; and

WHEREAS, Utah Code § 17D-1-213(4) allows a county legislative body to modify, limit, or revoke any right, power or authority delegated to the administrative control board of a special service district at any time; and

WHEREAS, Utah Code § 17D-1-303(1) allows a county legislative body to provide for administrative control board members to be elected or appointed; and

WHEREAS, Utah Code § 17B-1-304 allows a county legislative body to appoint individuals to serve as members of an administrative control board by resolution; and

WHEREAS, the terms of all members of the Administrative Control Board of the Box Elder Special Service District have expired, and therefore all seats on the Administrative Control Board are vacant;

WHEREAS, a class A notice under Utah Code § 63G-30-102 has been published for at least one month in accordance with Utah Code § 17B-1-304;

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

Section 1. Addition of Services to the Box Elder Special Service District. The Box Elder Special Service District hereby has added to it the service of receiving federal mineral lease funds under Title 59, Chapter 21, Mineral Lease Funds, and expending those funds to be used in accordance with state and federal law.

Section 2. Discontinuance of Services from the Box Elder Special Service District. The Box Elder Special Service District shall hereby discontinue to provide any services, other than the service of receiving federal mineral lease funds under Title 59, Chapter 21, Mineral Lease Funds, and expending those funds to be used in accordance with state and federal law; including, but

not limited to transportation, health care, street lighting, snow removal, flood control, garbage, fire protection, and sewerage.

Section 3. Revocation of Rights, Powers, and Authority of the Administrative Control Board of Box Elder Special Service District. The Box Elder County Commission acting as the county legislative body of Box Elder County hereby revokes all rights, powers, or authority previously delegated to the Administrative Control Board of the Box Elder Special Service District, except as provided in Section 4, below.

Section 4. Delegation of Rights, Powers, and Authority of the Administrative Control Board of the Box Elder Special Service District. The Box Elder County Commission acting as the county legislative body of Box Elder County hereby delegates to the Administrative Control Board rights, powers, and authority as provided in the Administrative Control Board Bylaws attached as Exhibit A. The Administrative Control Board shall adopt these bylaws in their next regular meeting.

Section 5. Appointment of Individuals to the Administrative Control Board of the Box Elder Special Service District. The following individuals are hereby appointed to the Administrative Control Board with terms expiring as indicated:

<u>Appointed</u>	<u>Expiration</u>
Dale Barnett	12/31/2027
Michael Moss	12/31/2027
	12/31/2027
Mike Rudd	12/31/2029
Kerry Kunzler	12/31/2029

Section 6. Appointment of County Commissioner as Executive Director of the Administrative Control Board of the Box Elder Special Service District. The Box Elder County Commission appoints Commissioner Lee Perry as the Executive Director, in accordance with the bylaws adopted in Section 4.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

BOX ELDER SPECIAL SERVICE DISTRICT ADMINISTRATIVE CONTROL BOARD BYLAWS

Article 1: Name and Purpose:

The name of the organization shall be the Box Elder Special Service District Administrative Control Board. The purpose of the Board shall be to oversee the operation of the District, to receive input from the Executive Director of the District, and to formulate policy and directives for the ongoing operation of the District.

Article 2: Membership:

The total voting membership of the board shall be five members. The board membership shall be appointed by the Box Elder County Commission. All members appointed shall be qualified electors of Box Elder County. The total number of Board members is subject to modification by the Box Elder County Commission. No member of the Box Elder County Commission shall serve on the Board. Members of the Board may be removed for cause at any time after a hearing by a two-thirds vote of the Box Elder County Commission.

Article 3: Terms of Office:

The terms of office for the five members shall be for four years. Two of the members initially appointed shall serve two-year terms and three shall serve four-year terms. The initial terms shall be determined by lot. No member shall serve for more than two consecutive terms.

All terms of office shall run from January 1st through December 31st of the year the member was appointed. The publication and nomination process for those positions expiring in any given calendar year should begin no later than November 1st of the year prior to the year in which the position expires.

At the end of each Board member's term, the position is considered vacant, and the Box Elder County Commission may either reappoint the incumbent Board member or appoint a new member. A Board member may continue to serve until a successor is appointed.

Article 4: Vacancies:

When a vacancy occurs on the Board the procedures provided in Utah Code § 17D-1-106 shall be followed for the appointment of a replacement member.

Three consecutive absences from Board meetings by any Board member shall be considered cause to remove that member and appoint a replacement.

Article 5: Board Officers and Duties:

Appointment of Officers: The Board shall at their first meeting in each calendar year, elect from its members a Chair and a Vice chair.

Chair's duties: The Chair shall be responsible for presiding over all meetings of the Board, and for executing all documentation representing official actions of the Board. The Chair shall also accomplish other duties as assigned by a majority of the Board from time to time.

The Chair shall have the authority to sign any and all legal documentation on behalf of the District including all procurement documentation if that documentation has been authorized by the Board or is under normal procurement procedures as stated in the Box Elder Special Service District Purchasing Policies and Procedures.

Vice Chair's duties: The Vice Chair shall be responsible for presiding over all meetings of the Board, and for executing all documentation representing official actions of the Board in the absence of the Chair. The Vice Chair shall also accomplish other duties as might be assigned by the Chair or a majority of the Board from time to time.

The Vice Chair shall have the authority to sign any and all legal documentation on behalf of the District including all procurement documentation if that documentation has been authorized by the Board or is under normal procurement procedures as stated in the Box Elder Special Service District Purchasing Policies and Procedures.

Clerk's duties: The Secretary to the County Commission shall serve as the Clerk of the Board. The Clerk shall serve as an Executive Officer (non-voting) to the Board. The Clerk shall be responsible for insuring all notices of Board meetings are properly posted and/or published; that all meetings of the Board are documented in accordance with Utah Code, Title 52, Chapter 4, Open and Public Meetings Act; and that all board vacancies are properly publicized and shall perform any other duties required under Utah Code § 17B-1-631 and 17B-1-632.

Treasurer's Duties: The Box Elder County Auditor shall serve as the Treasurer of the Board. The Treasurer shall serve as an Executive Officer (non-voting) to the Board. The Treasurer, or his or her designee shall determine the case requirements of the District and provide for the deposit and investment of all monies by following the procedures and requirements of Utah Code, Title 51, Chapter 7, State Money Management Act; receive all public funds and money payable to the District within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue; keep an accurate detailed account of all monies received in the manner provided in Utah Code, Title 17B, Chapter 1, Part 6, Fiscal Procedures for Special Districts, and as directed by the Box Elder County Commission by resolution; collect all special taxes and assessments as provided by law and ordinance; and shall perform any other duties required under Utah Code § 17B-1-633.

The Treasurer shall also be responsible for all properties belonging to the District and shall submit monthly and annual reports to the Board on the progress, activities, and finances of the District. The Treasurer shall serve as an appointed employee of the District and shall not be considered a merit employee.

No person employed by the District as a full-time or part-time employee may serve on the Box Elder County Commission.

Article 6: Removal of Board Members:

In the event that allegations are leveled against a Board member, the Chair shall bring said allegations to the attention of the Box Elder County Commission. If the allegations are leveled against the Chair, the Clerk shall bring the allegations to the attention of the Box Elder County Commission. If, in the opinion of the Commissioners, the allegation is severe enough to consider removal of the Board member from the Board, the Board member shall be provided written notice of the allegation and the proposal for removal from the Board, along with a date and time to appear before the Box Elder County Commission to respond to the allegation and proposed removal.

The Box Elder County Commission shall make the final determination as to the validity of all allegations, and the necessity of removal from the Board. Grounds for removal shall include, but are not limited to, the following:

- 1) conviction of any felony, or any crime involving moral turpitude;
- 2) malfeasance;

3) chronic neglect of duties, including failure to appear at meetings.

The Box Elder County Commission shall only vote to remove a Board member from the Board by a vote of two-thirds of the members of the Box Elder County Commission.

Article 7: Meetings:

The Board shall meet as needed, on a date, time, and location set by the members of the Board at its first meeting in each calendar year. Special meetings may be called by the Chair, or Vice Chair, with no less than three days notice to the Board members. All meetings shall be open to the public. Minutes shall be kept at each meeting by the Clerk and, once approved by the Board, a copy, as well as the recorded transcript of the meeting, shall be kept in a secure place for the period of one year, after which the records may be destroyed, unless another other retention schedule is required by Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act.

Article 8: Electronic Meetings:

These bylaws serve as the resolution, rule, or ordinance governing the use of electronic meetings for the purposes of Utah Code § 52-4-207(2). The Board may hold a meeting with some or all Board members attending electronically. A Board member attending electronically shall be included in calculating a quorum.

When the Board meets electronically, public notice of the electronic meeting shall be given in accordance with Utah Code § 52-4-202. The Board shall include, at least 24 hours before the electronic meeting, a description to the public of how to connect to the meeting.

When the Board meets electronically, the Board shall provide space and facilities at an anchor location for members of the public to attend the open portions of the meeting if the Board receives a written request, at least 12 hours before the scheduled meeting time, to provide for an anchor location for members of the public to attend in person the open portions of the meeting. When such an anchor location is provided, the anchor location shall be in the Box Elder County offices located at 1 South Main Street, Brigham City, unless determined otherwise by a majority of the Board.

Article 9: Notice of Meetings:

Written notice stating the place, day and hour of all meetings of the Board and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than seven days before the date of the meeting, either personally or by mail, to each member of the Board. Board members can agree to receive such notice by email, which will satisfy this notice requirement. In the event of a special meeting, called with less than seven days' notice, notice of the meeting may be provided telephonically to each Board member. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his or her address as it appears on the records of the Board, with postage thereon prepaid. Notice to the public of all meetings will be made in accordance with Utah Code, Title 52, Chapter 4, Open and Public Meetings Act.

Article 10: Voting:

Each Board member shall have one vote. Proxy votes shall be accepted with written notice of intent to vote by proxy having been provided to the Clerk prior to the meeting. A majority of the appointed members in person or by proxy shall constitute a quorum. No business requiring a vote may be conducted without a quorum. The vote of a majority of the votes present shall be necessary for the adoption of any matter voted on by the Board, unless a greater proportion is required by law or these Bylaws.

Article 11: Compensation:

A Board member may receive compensation for their service as determined by the Box Elder County Commission. Until otherwise provided by the Box Elder County Commission, each Board member shall receive reimbursement for mileage for any meeting that is not held electronically. See Article 8: Electronic Meetings. For clarity, if a meeting is held electronically, no Board member shall receive reimbursement for mileage, even if the Board member attends the meeting in person. Until otherwise provided by the Box Elder County Commission, each Board member shall also receive a per diem of \$40.00 for each meeting they attend in person, regardless of whether the meeting is held electronically. No Board member shall receive any per diem if meals are otherwise provided for by the Board.

As determined by the Board, a member of the Board may participate in a group insurance plan provided to employees of the District on the same basis as employees

of the District. The amount that the District pays employer-matching employment taxes, if a member of the Board is treated as an employee for federal tax purposes, does not constitute compensation under this Article 11.

Until otherwise provided by the Box Elder County Commission, no Board member shall receive any other compensation for their service on the Board.

Before the Box Elder County Commission may adopt a compensation increase for a member of the Board, the Box Elder County Commission shall hold a public hearing on the compensation increase, and publish notice of the time, place, and purpose of the public hearing for at least seven days before the date of the hearing, and as class A notice under Utah Code § 63G-30-102.

Article 12: Parliamentary Procedure

The Board shall follow good parliamentary procedure as decided by the Board. Notwithstanding the above:

- motions must be made to take an action;
- a motion may be made by any member of the Board;
- a motion must be seconded by any other member of the Board;
- after a motion has been made and seconded, the Chair shall place the motion before the Board for a vote;
- no motion shall be considered to be adopted, approved, or passed without an affirmative vote of a majority of the voting members present;
- no vote shall be taken when a majority of Board members is not present;
- only one main motion shall be considered by the Board at a time;
- a motion to adjourn shall be privileged motion and shall be in order at all times; and
- a motion to adjourn shall be a non-debatable motion, requiring an immediate vote after having been seconded.

Article 13: Place of Meeting:

All meetings of the Board shall be held in the Box Elder County offices located at 1 South Main Street, Brigham City, unless posted differently on the agenda at least twenty-four hours in advance. A Board meeting may be held electronically in accordance with Utah Code § 52-4-207 and Article 8, herein.

Article 14: Notice of Meeting:

The Board shall give public notice at least once each year of its annual meeting schedule and, in addition, shall give not less than twenty-four-hour public notice of each of its meetings as set forth in Utah Code § 52-4-202. The annual public notice shall specify the date, time, and place of such meeting. The twenty-four-hour public notice shall specify the agenda, date, time, and place of such meeting. Each public notice shall be posted on the Utah Public Notice Website and at the building where the meeting is to be held.

When, because of unforeseen circumstances, it is necessary for the Board to hold an emergency meeting, the twenty-four-hour public notice requirements set forth above shall not apply and the best public notice practicable shall be given.

Article 15: Order of Business:

The Board may change its order of business or consider matters out of order at the request of the Chair or by a majority of the Board members. Any member of the Board may place an item on the agenda of the meeting and that item may not be removed without the written consent of the member who placed it.

Article 16: Duties of the Director:

A Box Elder County Commissioner, as determined by the Box Elder County Commission, shall serve as the Executive Director of the District.

The Director shall serve as an Officer (non-voting) to the Board. The Director shall be solely responsible for the administration of the District under the general direction of and policies adopted by the Board. The Director shall recommend such policies and procedures to the Board that will promote the efficient operation and administration of the District and improve services to its patrons. The Director shall hire and supervise all District personnel in accordance with Utah Code, Title 17B, Chapter 1, Part 8, Special District Personnel Management, and the merit system, personnel policies and procedures, and compensation plans approved by the Board, and in compliance with Utah law.

The Director shall have the authority to sign any and all legal documentation on behalf of the District including all procurement documentation if that documentation has been authorized by the Board or is under normal procurement

procedures as stated in the Box Elder Special Service District Purchasing Policies and Procedures.

The Executive Director shall serve as an appointed employee of the District and shall not be considered a merit employee.

Article 17: Uniform Fiscal Procedures:

Accounting, budgeting, and financial reporting procedures for the District shall be accomplished in conformity to Utah Code, Title 17B, Chapter 1, Part 6, Fiscal Procedures for Special Districts. All purchasing and procurement shall be accomplished in compliance with Box Elder Special Service District Purchasing Policies and Procedures.

All funds of the District which originate as federal mineral lease payments under the provisions of Utah Code, Title 59, Chapter 21, Mineral Lease Funds shall only be used for planning, construction and maintenance of public facilities, and for the provision of public services.

Article 18: Amendments:

Any proposed changes to these Bylaws shall be distributed to all Board members seven days prior to a meeting where a vote on the proposed changes will take place. A recommendation to make the proposed changes may be forwarded to the Box Elder County Commission by a majority vote of the Board taken at two consecutive meetings of the Board. No amendment shall conflict with the resolution creating this Board, or with any aspect of Utah Code, Title 17D, or any other applicable provision of state or federal law.

These Bylaws were adopted by a majority vote of the Box Elder County Commission at the meeting held the _____ day of _____, 2026.

RESOLVED, ADOPTED, AND ORDERED this the 25th day of February 2026.



ATTEST

Marla Young

Marla Young - Box Elder County Clerk

Tyler Vincent

Tyler Vincent - Chairman

26-26

CITY OF FUN CARNIVAL INC

CONTRACT AGREEMENT

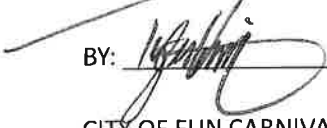
Agreement made by and between Box Elder County, a political subdivision of the State of Utah, (hereinafter referred to as BEC) and City of Fun Carnival, Inc., a Utah Corporation, (hereinafter referred to as COFC) for COFC to provide the exclusive carnival midway during the Box Elder County Fair on August 26-29, 2026, August 25-28, 2027, August 23-26, 2028, August 22-25, 2029, August 21-24, 2030.

Provisions agreed upon:

1. BEC shall provide a suitable location for carnival midway, agreeable to both parties.
2. COFC shall retain the rights to have the exclusive rights to all rides, carnival games, cotton candy, hotdog on a stick and candy/caramel apples on the Fairgrounds located in Tremonton, Utah.
 - a. COFC shall not operate a ride, attraction or game that BEC deems immoral, illegal, inappropriate, unsafe or otherwise objectional. BEC shall have the authority to appoint a representative to immediately close any ride, attraction or game that BEC deems objectional. No gambling booths, freak side shows, or freak animal acts will be allowed as part of the carnival midway.
 - b. Each game shall clearly display the cost to play the game and the playing instructions and rules for the game. The instructions must indicate the size and quality of prizes to be offered in each category of win.
3. COFC shall, at COFC sole expense, maintain a policy of comprehensive commercial liability insurance naming BEC's interest against claims for personal injury, death and property damages arising out of COFC's operation of the carnival midway and required duties under this agreement, covering personal injury liability, bodily injury liability and property damage liability of not less than THREE MILLION DOLLARS per occurrence and FOUR MILLION DOLLARS in the aggregate. Such insurance shall provide coverage for premises operation, acts of independent contractors and completed operations during the carnival midway. The operation of Carnival Midway includes the dates of set-up, scheduled operation, take down and clean-up. BEC must be endorsed as an additional insured on such policy. COFC shall provide BEC the current Certificate of Insurance, evidencing COFC compliance with this paragraph.
 - A. COFC shall release, hold harmless, indemnify and defend BEC, its' Officers, Directors, employees and volunteers against any and all claims, lawsuits, demands, damages, loss of service, actions and courses of action, or awards, including but not limited to general liability, errors and omissions liability, arising out of directly or indirectly, the negligent performance or any negligent omissions of COFC in performing the services described. Such indemnification is to include all fees (including reasonable attorney fees), costs and other expenses reasonably incurred by or on behalf of BEC pageants and investigation of or defense against any such claims, lawsuit demands, actions or courses of actions.
 - B. In the event a legal action is instituted by reason of breach of this Agreement, the party whose favor final judgment is entered shall be entitled to recover from the other party's reasonable attorney fees as fixed by the court entering the final judgment.
 - C. COFC has copies of all ride inspections done by both employees and Certified Ride Inspectors. All service notices, work orders, safety inspections and repairs by authorized personnel or Companies are kept onsite in COFC office.

4. COFC requires all its employees and representatives to be professionally and modestly dressed in standardized uniforms. All employees wear name tags identifying them as COFC employees. Employees are covered with Workers Compensation. All personnel records are kept in COFC office and are available to law enforcement at any time. All H2B workers' information, passports and work visas are on record in COFC office. All employees are required to leave midway to smoke. Alcohol and drugs are not permitted, and drug testing is done on all employees.
5. BEC shall do the following:
 - a. Supply the grounds for the carnival midway
 - b. Obtain all necessary mass gathering permits required by County. COFC shall secure their own permits for their food trailers as required by the Bear River Health Department.
 - c. Grant any business license necessary for COFC to operate without charging the normal business or other license fee.
 - d. Obtain and pay for all necessary portable restrooms, "roll-off" trash dumpsters, trash cans and trash removal to service the Carnival Midway patrons.
 - e. Provide potable water hook-ups for carnival concessions and access to grey water disposal.
 - f. BEC shall see to it that no other carnival/circus shows on Box Elder County property 60 days prior to above dates.
6. COFC shall pay to BEC the sum of \$35,000.00 for each contracted year plus 30% of pre-sales To be paid to BEC representative by the last day of the Fair by 6pm.
7. COFC shall leave the area in similar condition as received. Employees shall keep Midway area cleaned up daily.

BOX ELDER COUNTY APPROVED DESIGNEE

BY:  _____

CITY OF FUN CARNIVAL INC APPROVED DESIGNEE

BY: _____

Vendor # _____

UTAH DEPARTMENT OF
AGRICULTURE AND FOODAgreement # 26-28

INVASIVE SPECIES MITIGATION GRANT AGREEMENT

1. **CONTRACTING PARTIES.** This Grant Agreement ("Agreement") is between the Utah Department of Agriculture and Food ("UDAF"), hereinafter referred to as Grantor, and the following individual/entity, hereinafter referred to as Grantee:

Grantee Name: Box Elder County

Payment Address: 01 South Main Street

City: Brigham City State: Utah Zip code: 84302

2. **AGREEMENT AMOUNT AND PERIOD.** The service period of this Agreement is effective in the period stated, unless terminated early due to a breach or other reason stated in this Agreement or extended or amended, at Grantor's discretion and with Grantor's written approval.

Agreement Amount	\$66,600.00
Agreement Period	July 1st 2026 - June 30th 2027

3. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is **Box Elder County Rush Skeletonweed Mitigation FY2027**. The above Agreement Amount will only be disbursed after Grantee submits proper billing requests, as stated in paragraph 10 below. Such requests are approved by UDAF as allowed purchases in line with the purpose of the Agreement and what was submitted in Grantee's application for this Agreement.

4. **AGREEMENT INQUIRIES.** Inquiries regarding this Agreement shall be directed to the following individuals:

Contact Information	Grantee	UDAF
Name	Shirlene Larsen	Aaron Eagar
Phone Number	1-435-734-3360	801-602-1961
Email	slarsen@boxeldercountyut.gov	aeagar@utah.gov

5. **FUNDING.** The funding provided to Grantee pursuant to this Agreement constitutes a grant of state money and/or federal pass-through money as defined in UCA § 63G-6a-103(35), § 63J-1-101 *et seq.*, and § 51-2a-101 *et seq.* If Grantee is receiving any funding through any other source or is providing any amount of matching funds for this project, such funding must be disclosed and reported as set forth in paragraph 9 of this agreement. As such, Grantee agrees to be bound by all applicable terms under those Utah Code sections, including, but not limited to, the auditing and reporting requirements set forth in UCA § 51-2a-101 *et seq.*
6. **EXPENDITURE OF FUNDS.** Grantee shall expend the funds provided pursuant to this Agreement only for the purpose(s) stated in this Agreement.
7. **COMPLIANCE WITH STATE AND FEDERAL LAW.** Grantee shall comply with all state and federal laws that apply to the subject matter and purpose of the Agreement. Grantee, on behalf of itself, its officers, agents, employees, contractors, sub-contractors or assigns, shall

be liable for compliance with all local, state, and federal laws, rules and ordinances pertaining to the work being done in this Agreement.

8. **COMPLIANCE WITH STATE CULTURAL RESOURCE REQUIREMENTS.** Grantee shall comply with the Utah State Historic Preservation Office statutes that apply to the subject matter and purpose of the Grant as found in UCA §§ 9-8a-101, *et seq.*

Grantee specifically agrees to the following:

A. Prior to any ground breaking activities, the initial cultural resource clearance shall be completed, compliance shall be verified by UDAF staff, and the mandatory cultural resource requirements listed below shall be met:

- (1) UDAF shall work with Grantee, the Utah State Historic Preservation Office ("SHPO"), and other land management agencies as needed to ensure SHPO compliance before commencement of the project. On Federal or School and Institutional Trust Lands Administration ("SITLA") lands, the appropriate land management agency shall ensure that SHPO requirements are met. On public land, UDAF shall work directly with SHPO as per its Memorandum of Understanding ("MOU") to complete archeological clearances.
- (2) Grantee shall provide UDAF a report meeting the requirements set forth in UCA § 9-8a-404(1)(a) to: "(i) take into account the effect of the expenditure or undertaking on any historic property; and (ii) provide the state historic preservation officer with a written evaluation of the undertaking's effect on any historic property." This report shall be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by the Public Lands Policy and Coordinating Office.
- (3) To ensure that requirements of UCA § 9-8a-404(1)(a) have been met, Grantee shall refrain from all ground disturbing activities until UDAF provides a written letter to Grantee authorizing work to proceed.
- (4) If during ground-disturbing activity, Grantee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work shall be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF shall halt work and contact SHPO. UDAF shall continue to halt work until an assessment of the discovery is completed by the agency and communicated to SHPO.
- (4) Human Remains Discovery: If Grantee discovers human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural patrimony, work within 100' shall stop immediately. Grantee shall immediately give verbal notification of the discovery to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Grantee shall treat human remains discovered on state, or privately-owned

land consistent with all requirements of applicable Utah laws regarding the treatment of human remains including, but not limited to, UCA § 76-9-704, UCA § 9-8a-302, UCA § 9-8-309, and UCA §§ 9-9-401 *et seq.*

9. **GRANTEE PROGRAM AND RECORDS REQUIREMENTS.** Grantee shall comply with the following program reporting and inspection requirements:

- A. Upon request by Grantor, Grantee shall prepare and provide Grantor with the reports listed below:
 - (1) An annual written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent;
 - (2) A final written itemized report when all the state money is spent;
 - (3) An annual written description and an itemized report detailing the expenditure of any other funding anticipated, received or expended, including any such funding that has not been spent; and
 - (4) A final written itemized report regarding any funds received or expended pursuant to subsections (1)-(3).
- B. Upon request, Grantee shall allow UDAF to inspect the project or the use of any equipment funded under this Agreement.
- C. Upon request, UDAF may elect to attend any meetings between Grantee and its contractor or subcontractors.
- D. Grantee shall maintain all invoices, receipts, copies of all agreements with any contractors or subcontractors, and any other documentation associated with the grant for five years and until all work undertaken pursuant to this Agreement is complete, and a final report detailing the work completed is filed with UDAF.
- E. Grantee shall allow UDAF to examine any and all records under paragraph 9 within a reasonable time upon request by Grantor. For purposes of this Agreement, a reasonable time shall not exceed thirty (30) days after the date of the original request, unless otherwise agreed to in writing by the parties to this Agreement.
- F. **Grantee's failure to provide any information requested under this Agreement, including in its annual and final reports, and the information required for SHPO clearance, in a timely manner, may result in this Agreement being terminated, grant monies reduced in full or in part, or may require Grantee fully reimburse UDAF for monies received by Grantee under this Agreement and may disqualify Grantee from applying for UDAF grants in the future. The foregoing is in addition to Grantor's right to pursue any other legal remedy allowed under state or federal law.**

10. **BILLING REQUIREMENTS.** Payments by Grantor shall be made as follows:

- A. Grantee shall submit payment requests no more often than once a month. Grantee shall use the payment request process established by the program through the "Submittable" platform and submission of a request shall be by Grantee and the contractor, sub-contractor, sub-grantee or assignee (if any) who either authorized, performed, or oversaw the actual work completed, and has the legal authority to bind that specific entity.

- B. Grantor may delay or deny payment to Grantee for billings or claims for services that do not meet the billing deadlines outlined below.
- (1) **Final Billings:** Grantee shall submit all billings for costs incurred on or before June 30th of a given fiscal year **no later than July 10th** of the following fiscal year, regardless of Grantee's billing period or the expiration or termination date of this Agreement. Final billings not received by UDAF by July 10th for the preceding fiscal year may not be reimbursed in full or in part.
 - (2) **Billings Upon Termination of Agreement:** Grantee shall submit all final billings under this Agreement within 14 days of termination of the Agreement, regardless of Grantee's billing period. Billings not received by UDAF within that 14-day period after the termination date may not be reimbursed in full or in part.
 - (3) Grantee and Grantor may negotiate a payment and billing budget to track payments and project progress. This budget shall not be effective or waive any provision in paragraph 10 unless it is in writing, signed and dated by both Grantee and Grantor, and unless the provision to be waived is specifically identified in that writing. In the absence of those requirements, all provisions in paragraph 10 remain in full force and effect and are legally binding and fully enforceable.
 - (4) UDAF will withhold final payment of the total grant award until all work undertaken pursuant to the grant agreement is complete and a final report detailing the work completed is filed with UDAF.
11. **INDEPENDENT CAPACITY.** Grantee and any SubGrantee(s), in the performance of this Agreement, shall act in an independent capacity and shall have no authority, express or implied, to bind the State of Utah or UDAF, and shall not have the authority to act as officers, employees, or agents of the State. Grantee acknowledges that the grant funds awarded under this Agreement may be considered taxable income.
12. **CERTIFICATION OF NON-DEBARMENT.** Grantee certifies that neither it nor its principals, officers, agents, employees, contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any governmental entity. If Grantee cannot so certify, it shall submit a written explanation and shall obtain prior written approval for this Agreement from the UDAF Commissioner, or the Commissioner's designee. Failure of Grantee to obtain such prior written approval shall be considered a material breach of this Agreement.
13. **REDUCTION OF FUNDS.** Upon thirty (30) days written notice delivered to Grantee, Grantor may terminate this agreement in whole or in part, if Grantor, in its sole discretion, reasonably determines: (i) that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects Grantor's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of legislative act or by order of the President or the Governor. If a written notice is delivered to Grantee under this section terminating this Agreement, Grantor will reimburse Grantee for the procurement items properly ordered and/or properly performed until the effective date of said notice. Grantor will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **INDEMNIFICATION.** Grantee acknowledges that Grantor is a governmental entity as defined by the Utah Governmental Immunity Act, UCA §§ 63G-7-101, *et seq.* Grantor does not waive any defenses otherwise available under the Governmental Immunity Act. Unless the Utah Governmental Immunity Act also applies as to Grantee, Grantee shall indemnify, hold harmless, and release the State of Utah, and all of its officers, agents, employees and volunteers from and against any and all loss, damages, injury, liability, suits, and proceedings relating to this Agreement which are caused in whole or in part by the acts, omissions, or negligence of Grantor or any of its officers, agents, employees and volunteers.
15. **ASSIGNMENT.** Grantee shall not assign, sell, sub-grant, or sub-contract its rights or responsibilities under this Agreement unless approved in writing by Grantor. If Grantee elects to so do, Grantee does so with the express understanding that no provision under this Agreement is waived by Grantor, unless specifically acknowledged in writing, and Grantee is still bound and required to fulfill all obligations, terms and conditions set forth under this Agreement, whether performed by Grantee, its officers, agents, employees, contractors or subcontractors.
16. **REMEDIES.** If Grantor in its sole discretion determines that Grantee, its officers, agents, employees, contractors or subcontractors, have failed to comply with, or breached, any of the terms or conditions set forth in this Agreement (including the terms and conditions set forth in any attachments to this Agreement), Grantor may pursue any of the following remedies against Grantee, and/or its officers, agents, employees, contractors or subcontractors, at its discretion; including but not limited to:
- A. **Disallow Costs.** Grantor may disallow any costs otherwise allowed under this Agreement to Grantee and adjust its payments to Grantee by deducting such disallowed costs.
 - B. **Withhold Payment.** It may withhold funds from Grantee for non-compliance with any of the terms of this Agreement, misuse of public funds, or failure to comply with State and federal law.
 - (1) If an audit finding or judicial determination is made that Grantee misused public funds, Grantor may also withhold funds otherwise allocated to Grantee to cover the costs of any audits, attorneys' fees and other expenses. Grantor shall give Grantee prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. Grantor shall inform Grantee whether any amounts withheld may be released, and if so, the actions that Grantee must take to bring about the release of any amounts withheld.
 - (2) If an independent CPA audit or Grantor review determines that the payments made by Grantor to Grantee were incorrectly paid or were based on incorrect information from the Grantee, Grantor may adjust or withhold Grantee's payments for the remainder of the contract period or until Grantor fully recoups the funds.
 - C. **Require Repayment.** Upon written request by Grantor, any overpayments, disallowed costs, excess payments or questioned costs are immediately due and payable by Grantee. In the alternative, Grantor shall have the right to withhold any or all subsequent payments pursuant to this Agreement until it fully recoups these funds. In such cases, Grantee shall not be relieved of meeting the requirements of this Agreement.

- D. **Require Corrective Action.** Grantee shall comply with the terms of any corrective action plan required by Grantor.
- E. **Pursue Any Legal Remedy.** Grantor and Grantee may avail themselves of all remedies allowed by state or federal law.
- F. **Terminate the Agreement.** Grantor may terminate this Agreement in accordance with the termination provisions outlined below.
17. **DELAY IN ENFORCEMENT.** Any delay in enforcement of any terms of this agreement by Grantor shall not be construed as a waiver of Grantor's rights to enforce the terms of this agreement or pursue any of the above remedies.
18. **RIGHT TO TERMINATE UPON THIRTY DAYS NOTICE.** Grantor may terminate this Agreement, with or without cause, in advance of the Agreement's expiration date, by giving the other party 30 days written notice.
19. **NO THIRD-PARTY BENEFICIARY RIGHTS.** No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.
20. **JURISDICTION.** The provisions of this Agreement shall be construed and governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County, Utah.
21. **ENTIRE AGREEMENT.** This Agreement, including any attachments and/or documents referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements.

The following documents are attached to and are incorporated into this Agreement by this reference:

Attachment A	Declaration of Conflict of Interest
Attachment B	2026 ISM Grant Application
Attachment C	2026 Compliance with State and Cultural Resource Requirements

22. **GRANTEE HAS NOT ALTERED THIS AGREEMENT.** By signing this Agreement, Grantee represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Agreement, and that this Agreement contains the exact provisions that appeared in this document and its attachments when Grantor originally sent it to Grantee.
23. **AMENDMENTS.** The parties may modify this Agreement only by written amendment signed by both parties. Any amendments shall be attached to the original signed copy of this Agreement.
24. **DATA PRIVACY AND GRAMA.** Grantor is committed to protecting personal data to the best of its ability and as required by Chapter 19 of the Utah Code (Government Data Privacy Act). As such, Grantor does not sell any personal data collected. Any personal data collected

as part of this grant shall be used for solely purposes of: (1) administering and enforcing the grant, (2) complying with Grantor's statutory duties as set forth in Title 4 of the Utah Code (Utah Agricultural Code); (3) providing information to third parties for legitimate research or other statutorily permitted purposes, and (4) complying with local, state or federal law, including responding to GRAMA (Government Records Access and Management Act, Utah Code section 63G-2-101 *et seq.*) record requests. For purposes of GRAMA, Grantor is the custodian of this governmental record. Where possible and legally permissible, personal data shall be provided in aggregate or in redacted form. You may contact Grantor via the contact information in paragraph 4 of this Agreement to exercise your rights under the Government Data Privacy Act.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

24. **AUTHORITY OF PERSON SIGNING FOR THE GRANTEE.** Grantee represents that the person who has signed this Agreement on behalf of Grantee has full legal authority to bind Grantee and to execute this Agreement.

IN WITNESS WHEREOF, the parties executed this Agreement:

GRANTEE
(BOX ELDER COUNTY)

By: 

Print Name: T. Lee Vincent

Title/Position: Commission Chair

Date: 6-25-26

GRANTOR
(UTAH DEPARTMENT OF AGRICULTURE)

By: _____

Print Name: _____

Title/Position: _____

Date: _____

Required Approvals:

Program Manager Date

Division of Finance Date

UDAF Administrative Services Date



DECLARATION OF CONFLICT OF INTEREST

FOR CONTRACTED OR GRANTED OBLIGATIONS WITH THE UTAH DEPARTMENT OF AGRICULTURE AND FOOD

Because contracted /grant obligations with the Utah Department of Agriculture and Food (UDAF) can be construed as “being employed” by the State of Utah you are required by state law (UCA § 67-16-101 et seq.) to disclose any conflict of interest you may have relating to your contract or grant with Utah Department of Agriculture and Food. Please list below and explain any involvement you may have with state or local government, including, but not limited to, any party that has influence or participates with UDAF’s Conservation division.

- 1).
- 2).
- 3).
- 4).

I understand that the filing of this Declaration of Conflict of Interest with Utah Department of Agriculture and Food satisfies the requirements of Utah’s Public Officers’ and Employees’ Ethics Act.

I hereby declare under criminal penalty under the law of Utah that everything stated in this document is true.

Signature

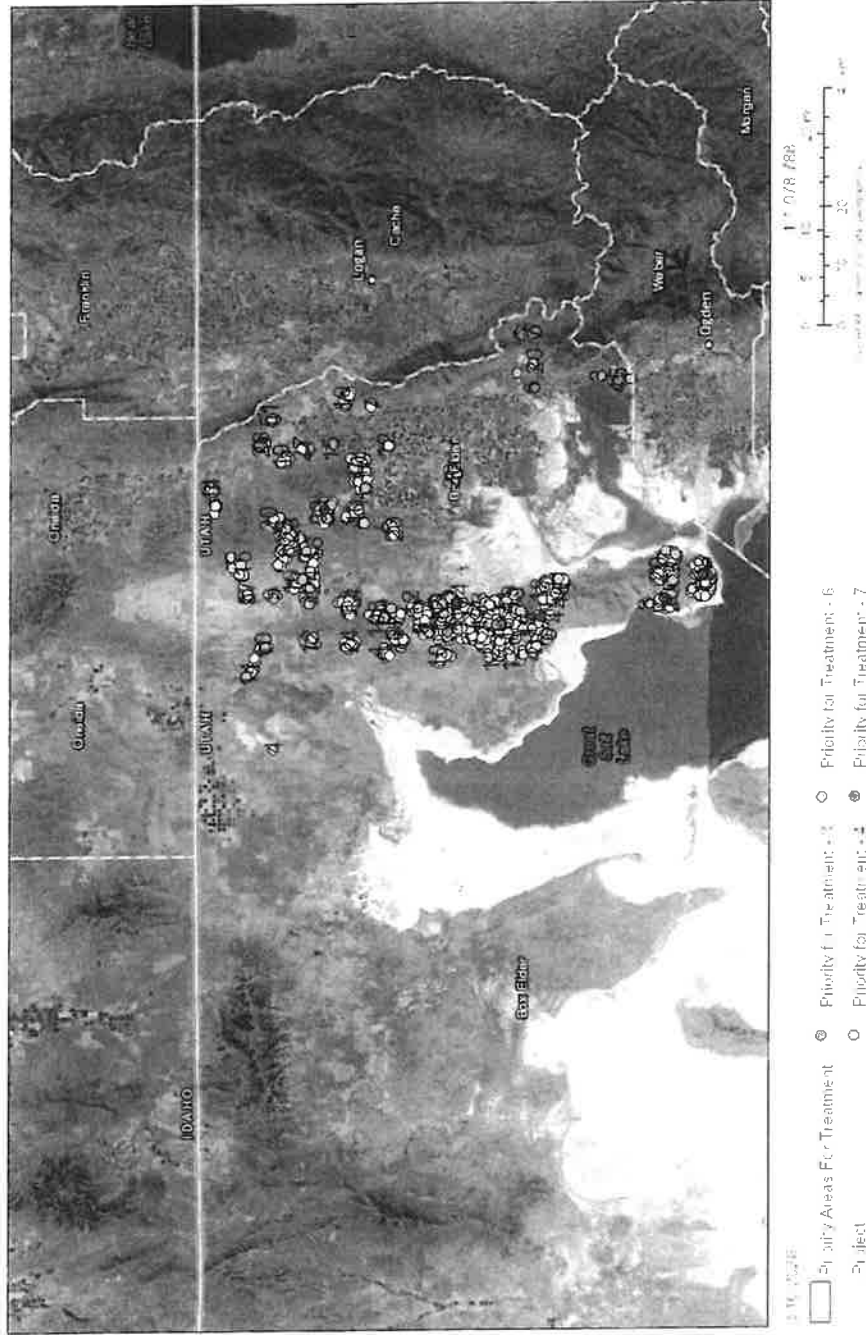
Date

Printed Name

Location

FY2027 Box Elder County Rush Skeletonweed Mitigation

SIIPA Report



Acreage Report

GRANT ITEM		AMOUNT	PERCENT
TOTAL ACRES		72453	
FEDERAL		1451	2
STATE		436	1
PRIVATE		70567	97
TRIBAL			

Project

OBJECT ID	PERCENT STATE	PERCENT FEDERAL	PERCENT PRIVATE	STATE ACRES	FEDERAL ACRES	PRIVATE ACRES	TOTAL ACRES	CENTER Y	CENTER X
1			100			19	19	41.3594	-112.039
2			100			6	6	41.3408	-112.0384
3			100			1	1	41.3833	-112.0315
4	33	33	67	1	1	2	3	41.487	-112.0056
5			100			1	1	41.512	-112.0247
6			108			14	13	41.4866	-112.0537
7			100			9	9	41.4827	-111.9419
8		91	9		10	1	11	41.4888	-111.9449
9			100			49	49	41.5072	-111.9471
10			100			143	143	41.6108	-112.2294
11			102			47	46	41.7359	-112.0879
12			100			467	467	41.7738	-112.0728
13			100			4	4	41.7088	-112.1693
14	15		85	261		1510	1771	41.7596	-112.2081
15			100			42	42	41.7943	-112.1691
16			100			181	181	41.8352	-112.1743
17			100			340	340	41.8651	-112.1963
18			100			75	75	41.8836	-112.1155
19			100			260	260	41.899	-112.1645
20			100			224	224	41.9778	-112.2553
21			100			96	96	41.9684	-112.2868
22			100			135	135	41.9227	-112.4729
23			100			517	517	41.933	-112.4121
24			100			7241	7241	41.8548	-112.3563
25			100			860	860	41.802	-112.3057
26			100			597	597	41.7557	-112.3129
27			100			1122	1122	41.7695	-112.4934
28			100			2150	2150	41.7115	-112.5121
29			100			555	555	41.6936	-112.5651
30			100			369	369	41.7142	-112.5913
31			100			646	646	41.7687	-112.5739
32			100			383	383	41.8272	-112.5649
33			100			122	122	41.8798	-112.472
34			100			776	776	41.9103	-112.6064
35			100			3	3	41.8823	-112.7855
36		4	96		1425	37782	39208	41.5611	-112.5382
37	3		97	126		3963	4090	41.4589	-112.4652
38	1		99	48	15	5299	5362	41.2828	-112.4778
39			100			3910	3910	41.2317	-112.4469

40			100	189	41.7056	-112.3391
41			100	457	41.628	-112.6037

Prioritization

TYPE	CLASS	WEIGHT	DESCRIPTION
habitat	1	1	highest priority
habitat	2	3	second highest priority
habitat	3	5	medium priority
habitat	4	7	second lowest priority
habitat	5	9	lowest priority
control	1	1	Easiest to control
control	2	3	second easiest to control
control	3	5	medium to control
control	4	7	second hardest to control
control	5	9	hardest to control
impact	1	1	Highest impact
impact	2	3	Second highest impact
impact	3	5	Medium impact
impact	4	7	Second lowest impact
impact	5	9	Lowest impact
extent	1	1	Highest priority
extent	2	3	Second highest priority
extent	3	5	Medium priority
extent	4	7	Second lowest priority
extent	5	9	Lowest priority

Priority Species in Project Area

SUBJECT NUMBER	SUBJECT NAME	FREQUENCY	IMPACT CLASS	CONTROL CLASS	PRIVATE ACRES	FEDERAL ACRES	STATE ACRES	TOTAL ACRES	PERCENT PRIVATE	PERCENT FEDERAL	PERCENT STATE	QT	NUMBER (T)	WEED MODEL (Q)
4404	rush skeleton weed	3787	1	5	9550	355	5	9910	96	4		8033	277	29
4587	Dyer's woad	90	4	2	411	2		413	100			950	38	25
4432	Scotch thistle	31	2	3	82	2	1	85	96	2	1	520	26	20

SUBJECT NUMBER	SUBJECT NAME	FREQUENCY	IMPACT CLASS	CONTROL CLASS	PRIVATE ACRES	FEDERAL ACRES	STATE ACRES	TOTAL ACRES	PERCENT PRIVATE	PERCENT FEDERAL	PERCENT STATE	QT	NUMBER (T)	WEED MODEL (Q)
6507	medusah head	16	2	5	61		10	71	86		14	450	15	30
2792	Canada thistle	3	4	3	3			3	100			140	7	20
4472	diffuse knapweed	6	3	3	6			6	100			132	6	22
4388	Russian knapweed	5	2	2	11			11	100			120	5	24
50209	spotted knapweed	2	3	3	2			2	100			112	4	28
4365	poison hemlock	7	4	1	10			10	100			100	5	20
30314	cutleaf vipergrasses	3	3	3	8			8	100			96	4	24
5632	myrtle spurge	1	4	2	1			1	100			88	4	22
5232	hoary cress	4	3	2	6			6	100			80	4	20
5931	perennial pepperweed	4	4	2	7			7	100			69	3	23
3022	Russian olive	4	3	3	4			4	100			50	2	25
3937	puncturevine	1	3	2	1			1	100			48	3	16
6515	saltcedar musk thistle, nodding thistle	1	3	3	1			1	100			48	2	24
3011		2	4	3	2			2	100			44	2	22
3062	common reed	1	2	3	1			1	100			42	2	21
4390	yellow starthistle	1	3	4	1			1	100			25	1	25
5736	black henbane	1	4	2	1			1	100			25	1	25

5502	houndstongue	1	4	2	5		5	100			22	1	22
4338	field bindweed	1	4	2		1	1		100		16	1	16
3405	leafy spurge	10	2	4	14		14	100					

Habitat

DETAILED DESC	ECO LU	Class
Rocky Mountain Subalpine-High Montane Conifer Forest	Rocky Mountain Aspen Forest and Woodland	1
Rocky Mountain Subalpine-High Montane Conifer Forest	Rocky Mountain Bigtooth Maple Ravine Woodland	2
Intermountain Singleleaf Pinyon - Utah Juniper - Western Juniper Woodland	Great Basin Pinyon-Juniper Woodland	3
Western North American Montane-Subalpine Marsh, Wet Meadow & Shrubland	Great Basin Foothill and Lower Montane Riparian Woodland and Shrubland	1
Arid West Interior Freshwater Marsh	North American Arid West Emergent Marsh	1
Warm & Cool Desert Alkali-Saline marsh, Playa & Shrubland	Inter-Mountain Basins Greasewood Flat	5
Great Basin Saltbush Scrub	Inter-Mountain Basins Mat Saltbush Shrubland	4
Great Basin Saltbush Scrub	Inter-Mountain Basins Mixed Salt Desert Scrub	4
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Great Basin Xeric Mixed Sagebrush Shrubland	2
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Inter-Mountain Basins Big Sagebrush Shrubland	2
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Inter-Mountain Basins Montane Sagebrush Steppe	2
Great Basin-Intermountain Dry Shrubland & Grassland	Inter-Mountain Basins Semi-Desert Grassland	2
Great Basin-Intermountain Dry Shrubland & Grassland	Inter-Mountain Basins Semi-Desert Shrub Steppe	2
Intermountain Basins Cliff, Scree & Badlands Sparse Vegetation	Inter-Mountain Basins Cliff and Canyon	4
Herbaceous Agricultural Vegetation	Cultivated Cropland	1
Pasture & Hay Field Crop	Pasture/Hay	1
Introduced & Semi Natural Vegetation	Introduced Upland Vegetation - Annual Grassland	3
Introduced & Semi Natural Vegetation	Introduced Upland Vegetation - Perennial Grassland and Forbland	3
Introduced & Semi Natural Vegetation	Introduced Upland Vegetation - Shrub	3
Recently Disturbed or Modified	Disturbed/Successional - Grass/Forb Regeneration	3
Recently Disturbed or Modified	Disturbed/Successional - Shrub Regeneration	3
Developed & Urban	Developed, Open Space	4
Developed & Urban	Developed, Low Intensity	4
Developed & Urban	Developed, Medium Intensity	3
Developed & Urban	Developed, High Intensity	2

Biocontrol

YEAR	AGENT	HOST COMMON	HOST GENUS	HOST SPECIES	REPORTER
2021	gilveolella	rush skeletonweed	Chondrilla	junccea	Wyatt Freeze
2023	chondrillae	rush skeletonweed	Chondrilla	junccea	Wyatt Freeze
2023	schmidt	rush skeletonweed	Chondrilla	junccea	Wyatt Freeze
2023	chondrillae	rush skeletonweed	Chondrilla	junccea	Wyatt Freeze
2023	chondrillae	rush skeletonweed	Chondrilla	junccea	Wyatt Freeze
2025	chondrillae	rush skeletonweed	Chondrilla	junccea	Wyatt Freeze
2025	gilveolella	rush skeletonweed	Chondrilla	junccea	Wyatt Freeze
2025	chondrillae	rush skeletonweed	Chondrilla	junccea	Kaden Marshall
2025	gilveolella	rush skeletonweed	Chondrilla	junccea	Wyatt Freeze
2025	gilveolella	rush skeletonweed	Chondrilla	junccea	Courtland Richards
2025	gilveolella	rush skeletonweed	Chondrilla	junccea	Courtland Richards

SIMP

YEAR	SITE	TARGET WEED	AGENT
2021	MUNNS	RUSH SKELETONWEED	
2022	MUNNS	RUSH SKELETONWEED	
2021	LARSON	RUSH SKELETONWEED	
2021	MUNNS	RUSH SKELETONWEED	
2022	LARSON	RUSH SKELETONWEED	
	RSK KELLER CAGE	RUSH SKELETONWEED	

Threatened and Endangered Species

Watch out for these threatened and endangered species which are known to be in your project area:

FREQUENCY	EST_ID	SCOM NAME	SNAME	S_RANK
5	7635	Western Toad	Anaxyrus boreas	S3
12	7649	Northern Leopard Frog	Lithobates pipiens	S3
10	7662	American White Pelican	Pelecanus erythrorhynchos	S3B
30	7665	American Bittern	Botaurus lentiginosus	S3S4B, S3N
6	7675	White-faced Ibis	Plegadis chihi	S2S3B
11	7719	Bald Eagle	Haliaeetus leucocephalus	S2B, S4N
2	7730	Ferruginous Hawk	Buteo regalis	S3B
10	7732	Golden Eagle	Aquila chrysaetos	S4
13	7735	Peregrine Falcon	Falco peregrinus	S3B
9	7744	Greater Sage-grouse	Centrocercus urophasianus	S3
1	7757	Whooping Crane	Grus americana	SXM
3	7760	Snowy Plover	Charadrius nivosus	S3B
6	7812	Caspian Tern	Hydroprogne caspia	S3B
2	7832	Flammulated Owl	Psiloscops flammeolus	S3S4B
15	7838	Burrowing Owl	Athene cucularia	S3B
4	7863	Lewis's Woodpecker	Melanerpes lewis	S3
2	7876	Olive-sided Flycatcher	Contopus cooperi	S3S4B
1	7909	Pinyon Jay	Gymnorhinus cyanocephalus	S3
6	8088	Bonneville Cutthroat Trout	Oncorhynchus clarkii utah	S4
4	8129	Bluehead Sucker	Catostomus discobolus	S3
4	8168	Little Brown Myotis	Myotis lucifugus	S3
1	8169	Yuma Myotis	Myotis yumanensis	S3
2	8171	Long-eared Myotis	Myotis evotis	S3
2	8173	Long-legged Myotis	Myotis volans	S3S4
8	8194	Pygmy Rabbit	Brachylagus idahoensis	S3
11	8269	Kit Fox	Vulpes macrotis	S3
1	8272	Brown (Grizzly) Bear	Ursus arctos	SX
3	8390	Pilose Crayfish	Pacifastacus gambelii	S2
3	9008	Winged Floater	Anodonta nuttalliana	S2S3
2	9011	Western Pearlshell	Margaritifera falcata	S1
3	9057	Sierra Ambersnail	Catinella stretchiana	SH
1	9082	Lyrate Mountainsnail	Oreohelix haydeni	S2
12	9085	Deseret Mountainsnail	Oreohelix peripherica	S2
6	9100	Green River Pebblesnail	Fluminicola coloradoensis	S3
11	9113	Bear Lake Springsnail	Pyrgulopsis pilsbryana	S2
2	9127	Fat-whorled Pondsnaill	Stagnicola bonnevillensis	S3
2	9130	Mountain Marshsnail	Stagnicola montanensis	SH
2	9143	Utah Physa	Physa gyrina utahensis	S1
1	9152	Coarse Rams-horn	Planorbella binneyi	SH
1	11275	Ute Ladies' Tresses	Spiranthes diluvialis	S2

1	12573	Western bumble bee	Bombus occidentalis	S1S2
5	464241	Western Yellow-billed Cuckoo	Coccyzus americanus occidentalis	S2B
16	464243	Columbian Sharp-tailed Grouse	Tympanuchus phasianellus columbianus	S2

Project Soil Composition

Your Dominant Soil Type for your project is Group C

Understanding soil types is important for planning erosion control and water management strategies. The dominant hydrologic group in your project area influences how water moves through the soil and the potential for runoff. Here's what the classifications mean: Soil with slower infiltration rates due to a layer that impedes water movement, resulting in moderate to high runoff potential.

Group	Infiltration	Runoff	Description	Soil Type
A	High	Low	These soils drain water quickly, like sandy soils, and have the lowest chance of causing runoff.	More than 90% sand, less than 10% clay
B	Moderate	Moderately Low	These soils absorb water moderately well, with a mix of sand and clay. Runoff is generally low.	50–90% sand, 10–20% clay
C	Slow	Moderately High	These soils drain more slowly due to layers that block water movement.	Less than 50% sand, 20–40% clay
D	Lowest	Highest	These soils drain water poorly, like heavy clay, and have the highest runoff potential.	Less than 50% sand, more than 40% clay

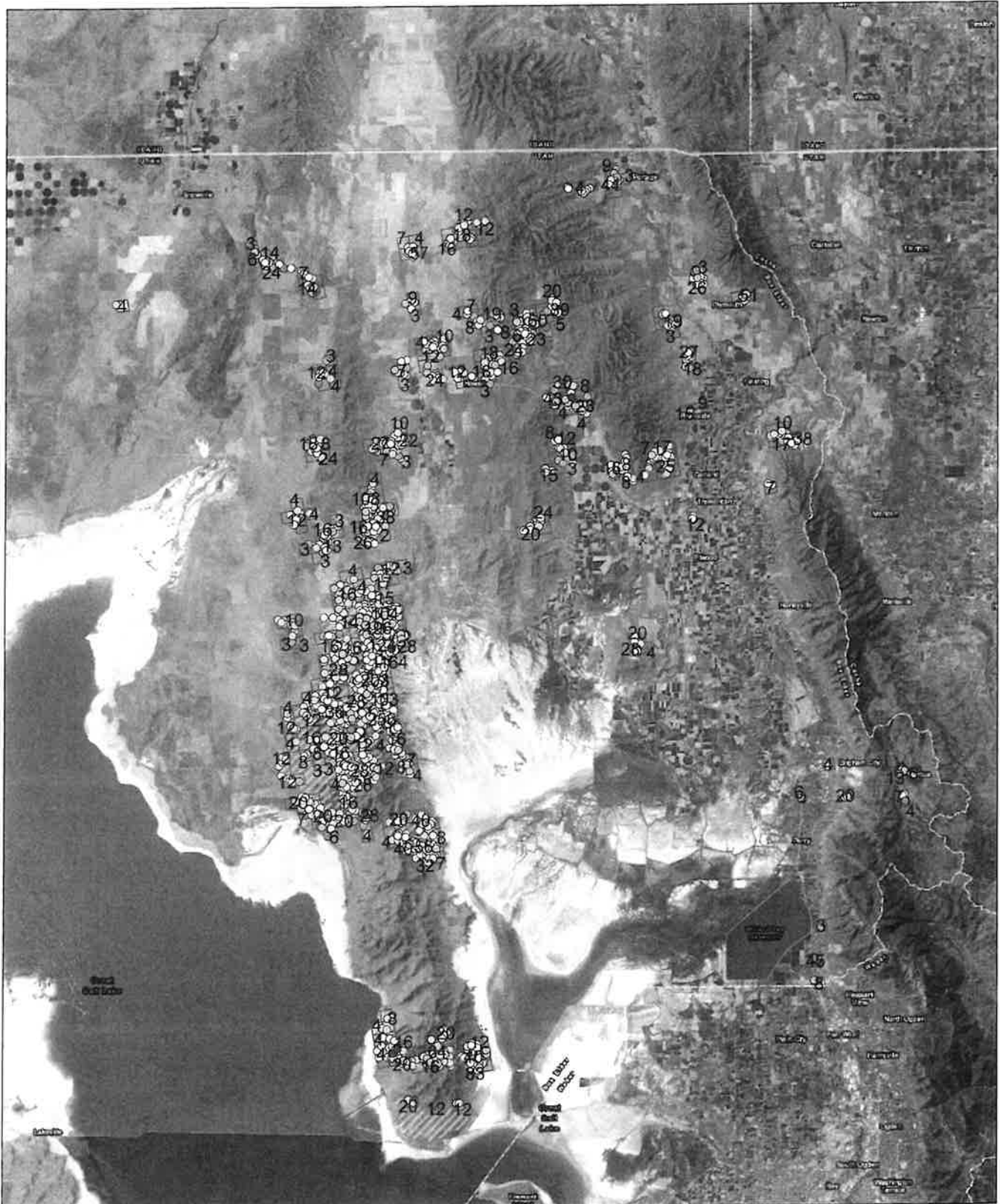
Sometimes, soils have dual classifications like A/D, B/D, or C/D. These indicate that the soil behaves differently depending on how well it's drained:

- The **first letter** shows how the soil acts when properly drained (e.g., A = low runoff).
- The **second letter** shows how it acts when undrained (e.g., D = high runoff).

For example, A/D soils act like sandy soils (Group A) when drained but behave like heavy clay soils (Group D) if undrained.

If the hydrologic group value is missing in your report, it means that no data is available for that specific area. While this may not impact your overall project assessment, it's something to note and possibly address during project planning.

FY27 Box Elder County Rush Skeletonweed Mitigation



3/10/2026, 1:22:23 PM

Project Points

- ② Priority for Treatment - 2
- ③ Priority for Treatment - 3
- ④ Priority for Treatment - 4
- ⑤ Priority for Treatment - 5

- ⑥ Priority for Treatment - 6
- ⑦ Priority for Treatment - 7
- ⑧ Priority for Treatment - 8
- ⑨ Priority for Treatment - 9
- Priority Areas For Treatment
- Project Shape

1:425,045



Esri, HERE, Garmin, Earthstar Geographics



Invoice



PO BOX 245
TREMONTON, UT 84337

435-854-3720 Phone
435-854-3720 Fax

PAID
11/18/2025

Date	Invoice #
11/18/2025	I-33696

Invoice To

BOX ELDER COUNTY
5730 W 8800 N
Tremonton, UT 84337
US

Ship To

BOX ELDER COUNTY
5730 W 8800 N
Tremonton, UT 84337
US

P.O. No.	Terms	Due Date	Rep	Ship Date	Via	FOB	BOL
	Net 30	12/18/2025	OB	11/17/2025	COLLECT	FOB Shipping	O-33696
Ordered	Shipped	Description		Lot #	Price	Quantity	Amount
300 lbs	300 lbs	MIX - Sawmill Promontory Kochia and Siberian		2025.0569	\$8.17 /lb	300	2,451.00

If you have any questions or concerns about this invoice or your account, please call Carla at 435-854-3720.

For your convenience, we accept all major credit cards.

Terms: Invoice total is due and payable on or before 30 days from invoice date, after which 1.5% per month (18% per year) will be added to the unpaid balance. We warrant that the seeds we sell are as described by us on our container with reasonable tolerances, and our liability is limited to the Purchase Price of the Seed.

Total **\$2,451.00**

Balance Due **\$0.00**

Visit us at
www.utahseed.com

Utah Seed, LLC
10190 WEST 11600 NORTH
P.O. BOX 245
Tremonton, UT 84337
p 435-854-3720 f 435-854-3724

Page: 1 of 2

Order Acknowledgement

No: **O-33696**

Customer PO No:

Order taken by: Orson Boyce

Wanted By: **NOV 17, 2025**

Order Date: **NOV 17, 2025**

Issued: **Nov 17, 2025**

Terms: **Net 30**

Bill to:

BOX ELDER COUNTY
5730 W 8800 N
Tremonton, UT 84337
p 435-257-5450

Ship to:

BOX ELDER COUNTY
5730 W 8800 N
Tremonton, UT 84337
p 435-257-5450

Shipping Method: **Wyatt will Call**

Product	Net Weight Ordered	Price per Unit	Total Amount
MIX Sawmill Promontory Kochia and Siberian	300 lbs	\$8.17/lb	\$2,451.00

Order Total \$ 2,451.00

Instructions:

This is an acknowledgement of our understanding of your order and is sent to you to ensure accuracy. Please check this order carefully and let us know immediately if there are any errors. THIS IS NOT AN INVOICE. You will be invoiced at the time of shipment. If paid by credit card, your card will be billed at time of shipment. Thank you for your order. We look forward to working with you.

Signed: _____

UTAH SEED
10190 W 11600 N
TREMONTON, UT 84337

SALE

Store: 1302
REF#: 00000001
Batch #: 001 RRN: 532220830234
11/18/25 13:36:53
Trans ID: 465322742137968
APPR CODE: 072059
VISA *****1920
Contactless

AMOUNT \$2,451.00

APPROVED

X *Wyatt*

VISA CREDIT
AID: A0000000031010
TVR: 00 00 00 00

I AGREE TO PAY ABOVE TOTAL
AMOUNT IN ACCORDANCE WITH
CARD ISSUER'S AGREEMENT
(MERCHANT AGREEMENT
IF CREDIT VOUCHER)
KEEP COPY FOR YOUR RECORDS

THANK YOU!

NT COPY

Title

**Box Elder County Rush
Skeletonweed Mitigation FY2027**

03/11/2026

id. 53462109

**by Wyatt Freeze in 2026-2027 UDAF ISM Grant
Application**

wfreeze@boxeldercountyut.gov

Original Submission

03/11/2026

Score

Grant Application Title Box Elder County Rush Skeletonweed Mitigation FY2027

Applicant Information

Organization Information Box Elder County

Billing Address 01 South Main Street
Brigham City
Utah
84302
US
41.503132
-112.015915Financial Contact Shirlene
LarsenFinancial Contact-
Phone Number +14357343360Financial Contact-
Email slarsen@boxeldercountyut.govDoes your
organization have a
vendor number with
the State of Utah? NoPlease upload your W9
W-9_BECO_2022_1.pdfName of the Project
Manager Wyatt
Freeze

Project Manager- Phone Number +14356952583

Project Manager- Email wfreeze@boxeldercountyut.gov

Project Information

Have you created a Utah SIIPA Model for your project? Yes

Upload SIIPA Project File: Geodatabase (.gbd)

FY27_Box_Elder_County_Rush_skeletonweed_Mitigation_-_SIIPA_ESRI_File.zip

Upload SIIPA Project File: SIIPA Report

FY27_Box_Elder_County_Rush_Skeletonweed_Mitigation_-_SIIPA_Report.pdf

Upload SIIPA Project File: SIIPA Maps

FY27_Box_Elder_County_Rush_Skeletonweed_Mitigation_-_SIIPA_Map.pdf

In which county is the project primarily located? Box Elder

Select the species you will be targeting. Rush Skeletonweed
Dyers Woad
Scotch Thistle

Project Description Answer the following questions to describe your project in further detail and provide a clear picture of the project to the rankers.

Project Location This project is located in the eastern half of Box Elder County. The majority of the infestations within the project area are found east of an imaginary line that runs from Promontory Point straight north to the Idaho/Utah state line. Some minor satellite infestations are found west of this line: specifically in Hansel Valley and half-way down the Locomotive Springs Road. Current hotspots are the Promontory Peninsula, Howell Valley, and the BR Mountains.

Background on the Project Area

The first confirmed sighting of Rush Skeletonweed was in 2009. Since then, the Box Elder County Weed Department has worked tirelessly to map and treat the full extent of the infestation. This has been a priority to us due to the weeds ability to invade and crowd out most all vegetation it comes in contact with. Because of these traits, this project continues to operate on the landscape scale. The area we endeavor to control and eliminate rush skeletonweed from is critical to livestock production, crop production, and wildlife habitat. Since 2012, ISM funding has been applied for, and received, by the BECO Weed Department. It is due to this funding that this project has had any success to this point. Over time, as landowners have been educated and taken over the treatment of their own properties, we have been able to ask for less funding from the ISM. We are once again requesting ISM funding to aid in the treatment of all known rush skeletonweed populations in Box Elder County. Our objective of this project is to continue to decrease the total number of acres infested by rush skeletonweed. Our secondary objective is to eliminate satellite populations so that the risk of invasion to surrounding counties is decreased as well. To meet these objectives, we have implemented a notification system, through the mail, that contacts all current landowners that have confirmed infestations of rush skeletonweed. This notification system offers the landowner a multitude of treatment choices. Many choose to utilize our monitoring and treatment services to complete the treatment of their property for only half the cost. Our weed board believes that this will incentivize non-cooperative landowners to participate in weed control, while still offering an affordable option to landowners who are actively engaged in treatment. By decreasing the amount of infested acreage of rush skeletonweed on the landscape scale, we are able to coordinate treatments in a more precise manner, which allows us to strategically work towards our objectives. Achieving our primary objective has 5 main benefits. First, it makes it possible for the economic value of the landscape to increase. Properties not infested with rush skeletonweed are worth more because they do not have the probability of a costly weed program. Second, removing rush skeletonweed increases the amount of forage available to livestock, which then increases AUM's. This can also increase the quantity and quality of crops. Third, by removing this exotic weed, the amount of native vegetation is increased, as well as the diversity. This leads us to our fourth main benefit, which is the improvement of wildlife habitat. With an increase in biodiversity and quantity of native vegetation available to wildlife, their populations are able to maintain healthier numbers on the landscape. Lastly, there is some research that reports the milky rush skeletonweed sap has the ability to induce blindness if it comes in contact with your eyes. By removing populations in high-traffic areas, we are increasing the safety of the public.

Project Overview

This project will be executed in a variety of ways, at all times striving to utilize integrated management practices. Most treatment will be accomplished with the use of ground crews that spot treat with UTV mounted spray systems and backpack sprayers. Completing treatments this way allows us to closely inspect large amounts of area, as well as be more precise in our spraying so that the lowest amount of non-target effects are had. Another large portion will be treated with a helicopter. This allows us to treat a number of infested acres that are found in areas

inaccessible to any other means. Box Elder County will continue to utilize their drone sprayer to treat inaccessible infested areas in a more precise manner than a helicopter can achieve.

The quest for an established population of *Bradynrhoea gilveola*, a root feeding moth, will continue at a high priority. We have had some sightings of the moth outside of release areas, which leads us to conclude that it is established to some extent. However, in order to bolster the population of root feeding moth, and spread its extent, we will once again go to Idaho this season to collect more moths for release in Box Elder County.

For the last two years we have seeded areas that have been treated for rush skeletonweed, but had low amounts of desirable vegetation remaining. These sites are very steep and inaccessible with ground rigs. Pairing these facts with the ability of rush skeletonweed to spread through root fragments, we aurally broadcasted the seed as fall dormant seedings. By doing this, our objective was to create a site with an acceptable level of desirable vegetation that will have the ability to compete with rush skeletonweed. We have identified yet another area as a candidate for seeding. Our hope is to once again broadcast this seed from the air as a dormant seeding in the fall months of 2026 with the use of our drone.

We have had great success in garnering landowner participation by utilizing our Landowner Outreach Program. This program incentivizes landowners affected by rush skeletonweed to come in and allow us to educate them, and in return we provide them with small amounts of herbicide to work on treatment. All herbicide provided is recorded so that we can track how many acres are being treated by the recipients, which is then input into our total acreage. At the BECO Fair we assist our weed board in holding a booth to increase weed education to the general public.

Our county ArcGIS is utilized to track our data for this project. With this system we are able to collect who made the treatment, what equipment was used, what and how much herbicide was used, the location of the treatment, and the costs associated with it all. By pairing this system with our continual use of EddMaps Pro, we are able to form a more accurate record of rush skeletonweed in Box Elder County, which then helps us to formulate our future treatment methods. EddMaps also allows us to utilize photo point monitoring. These photo points are excellent at providing a visual representation of the project's success. We also are planning on implementing a couple transects throughout the project area so that we can obtain quantifiable data reflecting the success of this project.

We feel it is important to note that although some polygons within this project area are in close proximity to some of our Knapweed EDRR project polygons, and the herbicides used for each grant are often similar or the same, these projects are kept completely separate. Project areas should not overlap, and there is no funding being interchanged between projects. It is also important to note that if the total acreage of this project is much larger than the actual infested acres, it is due to the ability of rush skeletonweed to spread over vast distances through the wind. To be effective, large areas around infestations are monitored to be sure we have not missed any patches. We will continue to coordinate with the

UACD Zone 1 Coordinator and their Medusahead Project to make sure there are no serious polygon overlaps. Both projects are targeting completely different weeds with completely different herbicides, and we will continue to coordinate any sprayings where our projects are close to each other. Lastly, we want to communicate that we are cognizant of the soil types and threatened/endangered species found within our project area. We are also aware that our the SHPA analysis of our project says that the soil throughout our project area is on average a slow draining soil. It is a high priority that we always mitigate any negative effects that could result from applying herbicides, and we will follow all label instructions.

Because this project is being executed on the landscape scale, this project will continue to be a year-to-year commitment. Each year our goals will be reevaluated as infested acreage changes, and new landowners start to participate. However, we hope that in addition to tracking the trend of total infested acres, our transects will be able to provide us with trends in specific areas. That data will allow us to better prioritize where we focus our mapping and treatments and be able to tell us whether we are meeting our primary and secondary objectives of the project.

Our conclusion, based on in-the-field experience and past data, is that this multi-year project is producing a decrease in the size and density of the rush skeletonweed infestations within Box Elder County.

End Goal

Although lofty, our end goal is ultimately reduce the infestation of rush skeletonweed to a point where a request for funding is not needed anymore; the bulk infestations will be reduced to the point that landowners will be capable of accomplishing future treatments by themselves, successfully.

Our primary objective of this project is to continue to decrease the total number of acres infested by rush skeletonweed. Our secondary objective is to eliminate satellite populations so that the risk of invasion to surrounding counties is decreased as well.

Supporting Documents

[EPA_Bulletin_Milestone.pdf](#)

[EPA_Bulletin_Rifle-D.pdf](#)

[EPA_Bulletin_Tordon_22K.pdf](#)

Project Budget

[ISMBudgetTemplate.xlsx](#)

Budget Items Description

-Labor: This line item pays for the employee wages to complete this project
-Supplies Item #1: This line pays the cost of 100 acres of seed
-Contracts Item #1: This line item is a portion of the total cost to hire a helicopter to spray ~2,000 acres. We use to help alleviate the cost to the landowner(s) who require the use of a helicopter.
-Chemicals Item #1: This line item is the partial cost of herbicide to complete this grant. This includes herbicide used by the ground crew, helicopter, drone, and our Landowner Outreach Program.

Amount Requested 74000
from UDAF

Budget Documents

Utah_Seed_Receipt_Sawmill_Ranch_Seeding.pdf

Partnerships- In-Kind and Monetary Please select any partnerships that contribute efforts or supplies for an in-kind value and any partners that are providing monetary contributions. Please answer additional questions that will appear for each category of partnerships selected.

In-Kind Partnerships Private Sector
State and Local Government
Federal

Private Sector In-Kind Contributions Please fill in the table below with details on private sector in-kind contributions

Private In-Kind Contributions Table

private_inkind_contributions.xlsx

Private In-Kind Contributions Description The majority of the private in-kind costs incurred by private landowners is the cost of them using their personal time and equipment to apply the herbicide given to them through our Landowner Outreach Program. There are private landowners that pay for commercial applicators to treat their rush skeletonweed, but that exact cost is unknown. However, this list does not account for the total number of landowners who participate in this project and accrue similar in-kind costs. A more accurate in-kind estimate would be closer to 40 000

Total Private In-Kind Contributions 32240

State and Local Government In-Kind Contributions Please fill in the table below with details on state and local government in-kind contributions.

State and Local In-Kind Contributions Table

stateandlocal_InKind_Contributions.xlsx

State and Local In-Kind Contributions Description Box Elder County offers the in-kind costs of labor, herbicide, and equipment that are covered by this grant. Other state programs, departments, and agencies offer their assistance in the administration of this project as in-kind.

Total State and Local Gov In-Kind Contributions 67000

Federal In-Kind Contributions Please fill in the table below with details on federal government in-kind contributions

Federal In-Kind Contributions Table

federal_inkind_contributions.xlsx

Federal In-Kind Contributions Description	The Golden Spike National Monument pays two full-time seasonal employees to spray noxious weeds throughout the park, most of which consists of rush skeletonweed. They also occasionally hire a crew from the Utah Conservation Corp to help them for one week during the season.
---	---

Total Federal In-Kind Contributions	5000
-------------------------------------	------

Total In-Kind Contributions	104240
-----------------------------	--------

Monetary Partnerships	No Monetary Contributions
-----------------------	---------------------------

Total Monetary Contributions	0
------------------------------	---

Performance Plan	Please provide the details of the activities being implemented for this project.
------------------	--

Treatments and Activities	Herbicide Treatments Biocontrol Treatments Restoration Activities Mapping Monitoring Education and Outreach
---------------------------	--

Herbicide Treatments	Please fill out the table and description box below if any herbicide treatments are planned for this project.
----------------------	---

Herbicide Treatments Table

Treatment Questions.xlsx

Total Herbicide Acres	2900
-----------------------	------

Herbicide Treatment - Description	Box Elder County Noxious Weed Department's seasonal crew will treat rush skeletonweed throughout the growing season of FY2027 using a combination of UTV-mounted boom sprayed and back sprayers in order to achieve the safest and most efficient treatments possible. Private landowners and other partners will also complete their treatments of rush skeletonweed during the growing season of FY2027 with their preferred equipment (mostly ATV/UTV mounted sprayers, back sprayers, or tractor mounted sprayers. Some treatments will be completed with the use of a drone. Both of these groups will use 2,4-D+Dicamba tank mixed with Aminopyralid, NIS, and blue dye during the spring portion of the growing season. During the summer portion of the growing season, Box Elder County employees will replace aminopyralid in their tank mix with Picloram, while the other partners will continue to utilize aminopyralid. In the fall portion of the growing season, a helicopter pilot will be hired to spray approximately 1,800 acres of rush skeletonweed with a tank mix of 2,4-D LV6, Picloram, and MSO. We prefer to time the helicopter treatment in the fall when more sensitive, desirable species have gone dormant but rush skeletonweed is still actively growing and germinating rosettes for the next growing season. We can protect desirable species while killing two generations of rush skeletonweed.
--------------------------------------	---

Biocontrol Treatments	Please fill out the table and description box below if any biocontrol treatments occur for this project.
--------------------------	--

Biocontrol Treatments Table- Required Information

Biocontrol Submit.xlsx

Biocontrol-Total Released Agents	600
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Biocontrol Treatment - Description	We plan on going to Garden Valley, Idaho in early July of 2026 to collect root-feeding moths (<i>Bradytrroa gilveolella</i>). Our objective is to attain at least two releases of 300 bugs each. These will be brought back and released into our two current insectary cages: the Sawmill Ranch insectary on west Promontory and the Flying M Ranch insectary in Hansel Valley. Any additional releases will be put on high-density priority infestations.
---------------------------------------	---

Restoration Activities	Please fill in the below table, description box, and upload maps, polygons, and seed mixes if any restoration activities occur in this project.
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Restoration Activities Table- Required Information

Restoration Questions Submit.xlsx

Total Restoration Acres	100
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Restoration Activities - Description 100 acres have been identified on the Sawmill Ranch of west Promontory that fit the requirements for revegetation efforts. We look for area that we once dominated by rush skeletonweed, and so now contain little desirable vegetation, but have been treated to the point that there is little to no rush skeletonweed left. To avoid the spread of any remaining rush skeletonweed by disturbance from mechanical seeding methods, a drone will be utilized to spread the seed on to the otherwise inaccessible site. A seed mix of desirable and competitive vegetation will be utilized that has the best chance of establishing and competing with rush skeletonweed.

Please upload the polygon of your restoration activity area and any seed species list if reseeding.

FY2027_Sawmill_Ranch_seeding_proposed.kmz

Sawmill_Promontory_Seed_Mix.pdf

Total Treatment and
Restoration Acres 3000

Mapping Activities Please fill in the below table and description box for any mapping activities that occur for this project.

Mapping Activities Table- Required Information

Mapping Questions Submit.xlsx

Total Acres Mapped 2500

Mapping Activities - Description Our four-person rush skeletonweed crew spends at least an hour each day updating EDDMaps point and inputting data into our County WebMap. This crew operates for a minimum of 4 months on a daily basis. After that, the BECO Weed Department's full-time employees each spend at least 10 hours a week updating EDDMaps point and inputting data into our County WebMap.

Monitoring Activities Please fill in the below table and description box for any monitoring activities that occur for this project.

Monitoring Activities Table- Required Information

Monitoring Questions Submit.xlsx

Total Number of
Monitoring Activities 6

Monitoring Activities - Description We plan on installing three cover-class transects on various large rush skeletonweed infestations throughout the project area. This will enable us to track the success of current treatment methods. By spreading the transects over a larger area, we hope they may also provide us with a representation of the overall trend of the project's rush skeletonweed population.

The three photo points that we have put in place will be updated. Photo points can give a good visual representation of a treatment's success of a given area over time.

Education and Outreach Activities Please fill in the following table and description box if education and outreach activities occur for this project.

Education and Outreach Activities Table- Required Information

Education and Outreach Questions Submit.xlsx

Total Number of
People Impacted by
Education and
Outreach Activities

80

Education and
Outreach Activities -
Description

-Box Elder County Fair Booth: We will hold a booth at the Box Elder County Fair. The booth is manned by Weed Department employees and Weed Board members. People who stop by the booth are given the opportunity to have weed-related questions answered, as well as be educated about the various programs provided by our program. We usually talk to 50 people over the course of 4 days.

-Landowner Outreach Program: this program consists of advertising to those that have rush skeletonweed, and other secondary weeds that if they meet with us in-person and allow us to educate them of rush skeletonweed (and other secondary weeds), then they may receive a small amount of herbicide to aid them in their treatment methods. This project continues to be very successful at garnering the public's input, as well as establishing beneficial relationships with those who battle rush skeletonweed. Total outreach is variable, but it ranges from 30 to 50 people throughout the fiscal year.

Internal Form

Score

Category	Line Item Description	Enter Amount Budgeted
Personnel Item 1:	Labor (employee wages)	25000
Personnel Item 2:		
Personnel Item 3:		
	Personnel Total:	25000
Supplies Item 1:	Seed	2500
Supplies Item 2:		
Supplies Item 3:		
	Supplies Total*:	2500
Consultants / Contracts Item 1:	Aerial Spraying	5000
Consultants / Contracts Item 2:		
Consultants / Contracts Item 3:		
	Consultants / Contracts Total:	5000
Chemicals Item 1:	Herbicide	35000
Chemicals Item 2:		
Chemicals Item 3:		
	Chemicals Total:	35000
Other Item 1:		
Other Item 2:		
Other Item 3:		
	Other Total:	0
	Total Project Budgeted:	67500
	Maximum Allowed Administration:	6750
	Total Project and Administration:	74250
	Actual Requested Administration:	6500
	Grant Total Requested:	74000

Private Sector Partners	In-Kind Contribution Value (\$)	Description
Justin Douglas	1120	Cost of labor and equipment to apply herbicide
Bill Meyers	3200	Cost of labor and equipment to apply herbicide
Brett Allen	400	Cost of labor and equipment to apply herbicide
Bruce Morris	2340	Cost of labor and equipment to apply herbicide
Krys Oyler	7200	Cost of labor and equipment to apply herbicide
Arthur Douglas	6480	Cost of labor and equipment to apply herbicide
Bob Adams	2520	Cost of labor and equipment to apply herbicide
Burke Jensen	400	Cost of labor and equipment to apply herbicide
Justin Norr	800	Cost of labor and equipment to apply herbicide
Mike Hunsaker	800	Cost of labor and equipment to apply herbicide
Bret Selman	800	Cost of labor and equipment to apply herbicide
Jeremiah Hoopes	800	Cost of labor and equipment to apply herbicide
Don Adams	3780	Cost of labor and equipment to apply herbicide
Jeff Madsen	1600	Cost of labor and equipment to apply herbicide

State and Local Partners	In-Kind Contribution Value (\$)	Description
Box Elder County	65000	Total in-kind cost contributed by Box Elder County for labor, herbicide, and equipment not covered by the grant.
Grazing Improvement Program	500	In-kind cost contributed by the local GIP employee to help us administer this project.
Northern Utah Conservation District	500	In-kind cost contributed by the local conservation district to help us administer this project.
UDOT	1000	In-kind cost of local UDOT managers to treat rush skeletonweed in their rights-of-way

Federal Partners	In-Kind Contribution Value (\$)	Description
Golden Spike National Monument	5000	In-kind cost of treatment

Information Needed	Treatment 1
Target species	Rush Skeletonweed
Agent releasing	Bradyrroa gilveolella
Number of agents released	600
Location of release	Sawmill Ranch (west Promontory) and Flying M Ranch (Hansel Valley)
Date of release	Early July 2026

Information Needed	Activity 1	Activity 2
Event	Box Elder County Fair	Landowner Outreach Program
Materials Used	Posters, pictures, signage, etc.	Pamphlets, herbicide
Number of Participants	50	30
Date of Activity	8/26/2026 to 8/29/2026	7/1/2026 to 6/30/2027
Location of Activity	Box Elder County Fairgrounds	Box Elder County Weed Department Facility
Species	Rush Skeletonweed, Dyer's Woad, and Scotch Thistle	Rush Skeletonweed, Dyer's Woad, Scotch Thistle

Information Needed	Mapping Activity 1	Mapping Activity 2
Species	Rush Skeletonweed	Rush Skeletonweed
Date or Date Range of Activity	7/1/2026 to 11/1/2026	5/1/2027 to 6/30/2027
Acres Mapped	2000	500
How many people mapping?	6	4
How many hours per person mapping?	333	125

Information Needed	Activity 1	Activity 2
Method Used	Cover-Class Transects	Photo Points
Number of Samples	3	3
Date of Monitoring	July 2026 to November 2026	July 2026 to November 2026
Species	Rush Skeletonwee d	Rush Skeletonwee d

Information Needed	Treatment 1
Method of restoration	Aerial Broadcasting
Date or Date Range of Activity	October-December 2026
Acres Restored	100

Information Needed	Treatment 1	Treatment 2	Treatment 3
Herbicide Applied (e.g 2,4-D)	2,4-D+Dicamba & Picloram	2,4-D+Dicamba & Aminopyralid	2,4-D LV6 & Picoram
Adjuvants (e.g. surfactants, dye)	NIS, Blue Dye	NIS, Blue Dye	MSO
Application Rate (e.g. oz/acre)	32 oz/ac, 40 oz/ac, 16 oz/ac, 10 oz/ac	32 oz/ac, 7 oz/ac, 16 oz/ac, 10 oz/ac	32 oz/ac, 32 oz/ac, 1% volume
Application Method (e.g. boom spray)	Boom and Backpack	Boom and Backpack	Aerial (helicopter)
Acres treated	300	800	1800
Date or Date Range of Application	7/1/2026 to 10/30/2026	5/4/2027 to 6/30/2027	October 2026
Targeted Species (e.g. Vententata)	Rush Skeletonweed, scotch thistle	Rush skeletonweed, scotch thistle, dyers woad	Rush Skeletonweed
Who will be applying the chemical?	Box Elder County employees	Box Elder County employees and Private landowners	Helicopter Pilot

Endangered Species Protection Bulletin



Application Month: July 2026

Product: MILESTONE (62719-519) "Ironside"

- 1 Areas where pesticide use must be limited are identified on the map. A legend is located beside the map to help pinpoint these locations.

Legend

 Limitation Area

Currently, no pesticide use limitations exist within the printed map view for the month/year and product you selected, beyond the instructions specified on the pesticide label. Follow the use instructions on your label.

Ensure that your pesticide application area is within the printed map view. If it is not, follow the directions on the Instructions Tab to ensure that your pesticide application area is captured within the printed map view.

Please check back if you plan to apply your pesticide in an area outside the map view or in a month and year other than the one for which this Bulletin is valid.

Endangered Species Protection Bulletin

Pesticide Use Limitation Summary Table

Product	AI	Use	Method	Form	Code	Last Update
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Codes and Limitations Table

Code	Limitation
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Endangered Species Protection Bulletin



Application Month: July 2026

Product: TORDON 22K SPECIALTY HERBICIDE
(62719-6) "LANDVISOR 22K"

- 1 Areas where pesticide use must be limited are identified on the map. A legend is located beside the map to help pinpoint these locations.

Legend

 Limitation Area

Currently, no pesticide use limitations exist within the printed map view for the month/year and product you selected, beyond the instructions specified on the pesticide label. Follow the use instructions on your label.

Ensure that your pesticide application area is within the printed map view. If it is not, follow the directions on the Instructions Tab to ensure that your pesticide application area is captured within the printed map view.

Please check back if you plan to apply your pesticide in an area outside the map view or in a month and year other than the one for which this Bulletin is valid.

Endangered Species Protection Bulletin

Pesticide Use Limitation Summary Table

Product	AI	Use	Method	Form	Code	Last Update
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Codes and Limitations Table

Code	Limitation
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Endangered Species Protection Bulletin



Application Month: July 2026

Product: RIFLE-D HERBICIDE (34704-869)

- 1 Areas where pesticide use must be limited are identified on the map. A legend is located beside the map to help pinpoint these locations.

Legend

 Limitation Area

Currently, no pesticide use limitations exist within the printed map view for the month/year and product you selected, beyond the instructions specified on the pesticide label. Follow the use instructions on your label.

Ensure that your pesticide application area is within the printed map view. If it is not, follow the directions on the Instructions Tab to ensure that your pesticide application area is captured within the printed map view.

Please check back if you plan to apply your pesticide in an area outside the map view or in a month and year other than the one for which this Bulletin is valid.

Endangered Species Protection Bulletin

Pesticide Use Limitation Summary Table

Product	AI	Use	Method	Form	Code	Last Update
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Codes and Limitations Table

Code	Limitation
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ATTACHMENT C

COMPLIANCE WITH STATE CULTURAL RESOURCE REQUIREMENTS

Awardee shall comply with the Utah State Historic Preservation Office statutes that apply to the subject matter and purpose of the Subaward as found in UCA §§ 9-8a-101, *et seq.* Awardee specifically agrees to the following:

A. Prior to any ground breaking activities, the initial cultural resource clearance shall be completed, compliance shall be verified by UDAF staff, and the mandatory cultural resource requirements listed below shall be met:

1. UDAF shall work with Awardee, the Utah State Historic Preservation Office ("SHPO"), and other land management agencies as needed to ensure SHPO compliance before commencement of the project. On Federal or School and Institutional Trust Lands Administration ("SITLA") lands, the appropriate land management agency shall ensure that SHPO requirements are met. On public land, UDAF shall work directly with SHPO as per its Memorandum of Understanding ("MOU") to complete archeological clearances.
2. Awardee shall provide UDAF a report meeting the requirements set forth in UCA § 9-8a-404(1)(a) to: "(i) take into account the effect of the expenditure or undertaking on any historic property; and (ii) provide the state historic preservation officer with a written evaluation of the undertaking's effect on any historic property." This report shall be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by the Public Lands Policy and Coordinating Office.
3. To ensure that requirements of UCA § 9-8a-404(1)(a) have been met, Awardee shall refrain from all ground disturbing activities until UDAF provides a written letter to Awardee authorizing work to proceed.
4. If during ground-disturbing activity, Awardee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work shall be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF shall halt work and contact SHPO. UDAF shall continue to halt work until an assessment of the discovery is completed by the agency and communicated to SHPO.
5. Human Remains Discovery. If Awardee discovers human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural

ATTACHMENT C

patrimony, work within 100' shall stop immediately. Awardee shall immediately give verbal notification of the discovery to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Awardee shall treat human remains discovered on state, or privately-owned land consistent with all requirements of applicable Utah laws regarding the treatment of human remains including, but not limited to UCA § 76-9-704, UCA § 9-8a-302, UCA § 9-8-309, and UCA §§ 9-9-401, *et seq.*

Vendor # _____



UTAH DEPARTMENT OF
AGRICULTURE AND FOOD

Agreement # 26-29

INVASIVE SPECIES MITIGATION GRANT AGREEMENT

1. **CONTRACTING PARTIES.** This Grant Agreement ("Agreement") is between the Utah Department of Agriculture and Food ("UDAF"), hereinafter referred to as Grantor, and the following individual/entity, hereinafter referred to as Grantee:

Grantee Name: Box Elder County

Payment Address: 01 South Main Street

City: Brigham City State: Utah Zip code: 84302

2. **AGREEMENT AMOUNT AND PERIOD.** The service period of this Agreement is effective in the period stated, unless terminated early due to a breach or other reason stated in this Agreement or extended or amended, at Grantor's discretion and with Grantor's written approval.

Agreement Amount	\$21,077.00
Agreement Period	July 1st 2026 - June 30th 2027

3. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is **Box Elder County Knapweed EDRR FY2027**. The above Agreement Amount will only be disbursed after Grantee submits proper billing requests, as stated in paragraph 10 below. Such requests are approved by UDAF as allowed purchases in line with the purpose of the Agreement and what was submitted in Grantee's application for this Agreement.

4. **AGREEMENT INQUIRIES.** Inquiries regarding this Agreement shall be directed to the following individuals:

Contact Information	Grantee	UDAF
Name	Shirlene Larsen	Aaron Eagar
Phone Number	1-435-734-3360	801-602-1961
Email	slarsen@boxeldercountyut.gov	aeagar@utah.gov

5. **FUNDING.** The funding provided to Grantee pursuant to this Agreement constitutes a grant of state money and/or federal pass-through money as defined in UCA § 63G-6a-103(35), § 63J-1-101 *et seq.*, and § 51-2a-101 *et seq.* If Grantee is receiving any funding through any other source or is providing any amount of matching funds for this project, such funding must be disclosed and reported as set forth in paragraph 9 of this agreement. As such, Grantee agrees to be bound by all applicable terms under those Utah Code sections, including, but not limited to, the auditing and reporting requirements set forth in UCA § 51-2a-101 *et seq.*
6. **EXPENDITURE OF FUNDS.** Grantee shall expend the funds provided pursuant to this Agreement only for the purpose(s) stated in this Agreement.
7. **COMPLIANCE WITH STATE AND FEDERAL LAW.** Grantee shall comply with all state and federal laws that apply to the subject matter and purpose of the Agreement. Grantee, on behalf of itself, its officers, agents, employees, contractors, sub-contractors or assigns, shall

be liable for compliance with all local, state, and federal laws, rules and ordinances pertaining to the work being done in this Agreement.

8. **COMPLIANCE WITH STATE CULTURAL RESOURCE REQUIREMENTS.** Grantee shall comply with the Utah State Historic Preservation Office statutes that apply to the subject matter and purpose of the Grant as found in UCA §§ 9-8a-101, *et seq.*

Grantee specifically agrees to the following:

A. Prior to any ground breaking activities, the initial cultural resource clearance shall be completed, compliance shall be verified by UDAF staff, and the mandatory cultural resource requirements listed below shall be met:

- (1) UDAF shall work with Grantee, the Utah State Historic Preservation Office ("SHPO"), and other land management agencies as needed to ensure SHPO compliance before commencement of the project. On Federal or School and Institutional Trust Lands Administration ("SITLA") lands, the appropriate land management agency shall ensure that SHPO requirements are met. On public land, UDAF shall work directly with SHPO as per its Memorandum of Understanding ("MOU") to complete archeological clearances.
- (2) Grantee shall provide UDAF a report meeting the requirements set forth in UCA § 9-8a-404(1)(a) to: "(i) take into account the effect of the expenditure or undertaking on any historic property; and (ii) provide the state historic preservation officer with a written evaluation of the undertaking's effect on any historic property." This report shall be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by the Public Lands Policy and Coordinating Office.
- (3) To ensure that requirements of UCA § 9-8a-404(1)(a) have been met, Grantee shall refrain from all ground disturbing activities until UDAF provides a written letter to Grantee authorizing work to proceed.
- (4) If during ground-disturbing activity, Grantee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work shall be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF shall halt work and contact SHPO. UDAF shall continue to halt work until an assessment of the discovery is completed by the agency and communicated to SHPO.
- (4) Human Remains Discovery: If Grantee discovers human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural patrimony, work within 100' shall stop immediately. Grantee shall immediately give verbal notification of the discovery to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Grantee shall treat human remains discovered on state, or privately-owned

land consistent with all requirements of applicable Utah laws regarding the treatment of human remains including, but not limited to, UCA § 76-9-704, UCA § 9-8a-302, UCA § 9-8-309, and UCA §§ 9-9-401 *et seq.*

9. **GRANTEE PROGRAM AND RECORDS REQUIREMENTS.** Grantee shall comply with the following program reporting and inspection requirements:

- A. Upon request by Grantor, Grantee shall prepare and provide Grantor with the reports listed below:
 - (1) An annual written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent;
 - (2) A final written itemized report when all the state money is spent;
 - (3) An annual written description and an itemized report detailing the expenditure of any other funding anticipated, received or expended, including any such funding that has not been spent; and
 - (4) A final written itemized report regarding any funds received or expended pursuant to subsections (1)-(3).
- B. Upon request, Grantee shall allow UDAF to inspect the project or the use of any equipment funded under this Agreement.
- C. Upon request, UDAF may elect to attend any meetings between Grantee and its contractor or subcontractors.
- D. Grantee shall maintain all invoices, receipts, copies of all agreements with any contractors or subcontractors, and any other documentation associated with the grant for five years and until all work undertaken pursuant to this Agreement is complete, and a final report detailing the work completed is filed with UDAF.
- E. Grantee shall allow UDAF to examine any and all records under paragraph 9 within a reasonable time upon request by Grantor. For purposes of this Agreement, a reasonable time shall not exceed thirty (30) days after the date of the original request, unless otherwise agreed to in writing by the parties to this Agreement.
- F. **Grantee's failure to provide any information requested under this Agreement, including in its annual and final reports, and the information required for SHPO clearance, in a timely manner, may result in this Agreement being terminated, grant monies reduced in full or in part, or may require Grantee fully reimburse UDAF for monies received by Grantee under this Agreement and may disqualify Grantee from applying for UDAF grants in the future. The foregoing is in addition to Grantor's right to pursue any other legal remedy allowed under state or federal law.**

10. **BILLING REQUIREMENTS.** Payments by Grantor shall be made as follows:

- A. Grantee shall submit payment requests no more often than once a month. Grantee shall use the payment request process established by the program through the "Submittable" platform and submission of a request shall be by Grantee and the contractor, sub-contractor, sub-grantee or assignee (if any) who either authorized, performed, or oversaw the actual work completed, and has the legal authority to bind that specific entity.

B. Grantor may delay or deny payment to Grantee for billings or claims for services that do not meet the billing deadlines outlined below.

- (1) **Final Billings:** Grantee shall submit all billings for costs incurred on or before June 30th of a given fiscal year **no later than July 10th** of the following fiscal year, regardless of Grantee's billing period or the expiration or termination date of this Agreement. Final billings not received by UDAF by July 10th for the preceding fiscal year may not be reimbursed in full or in part.
- (2) **Billings Upon Termination of Agreement:** Grantee shall submit all final billings under this Agreement within 14 days of termination of the Agreement, regardless of Grantee's billing period. Billings not received by UDAF within that 14-day period after the termination date may not be reimbursed in full or in part.
- (3) Grantee and Grantor may negotiate a payment and billing budget to track payments and project progress. This budget shall not be effective or waive any provision in paragraph 10 unless it is in writing, signed and dated by both Grantee and Grantor, and unless the provision to be waived is specifically identified in that writing. In the absence of those requirements, all provisions in paragraph 10 remain in full force and effect and are legally binding and fully enforceable.
- (4) UDAF will withhold final payment of the total grant award until all work undertaken pursuant to the grant agreement is complete and a final report detailing the work completed is filed with UDAF.

11. **INDEPENDENT CAPACITY.** Grantee and any SubGrantee(s), in the performance of this Agreement, shall act in an independent capacity and shall have no authority, express or implied, to bind the State of Utah or UDAF, and shall not have the authority to act as officers, employees, or agents of the State. Grantee acknowledges that the grant funds awarded under this Agreement may be considered taxable income.
12. **CERTIFICATION OF NON-DEBARMENT.** Grantee certifies that neither it nor its principals, officers, agents, employees, contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any governmental entity. If Grantee cannot so certify, it shall submit a written explanation and shall obtain prior written approval for this Agreement from the UDAF Commissioner, or the Commissioner's designee. Failure of Grantee to obtain such prior written approval shall be considered a material breach of this Agreement.
13. **REDUCTION OF FUNDS.** Upon thirty (30) days written notice delivered to Grantee, Grantor may terminate this agreement in whole or in part, if Grantor, in its sole discretion, reasonably determines: (i) that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects Grantor's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of legislative act or by order of the President or the Governor. If a written notice is delivered to Grantee under this section terminating this Agreement, Grantor will reimburse Grantee for the procurement items properly ordered and/or properly performed until the effective date of said notice. Grantor will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **INDEMNIFICATION.** Grantee acknowledges that Grantor is a governmental entity as defined by the Utah Governmental Immunity Act, UCA §§ 63G-7-101, *et seq.* Grantor does not waive any defenses otherwise available under the Governmental Immunity Act. Unless the Utah Governmental Immunity Act also applies as to Grantee, Grantee shall indemnify, hold harmless, and release the State of Utah, and all of its officers, agents, employees and volunteers from and against any and all loss, damages, injury, liability, suits, and proceedings relating to this Agreement which are caused in whole or in part by the acts, omissions, or negligence of Grantor or any of its officers, agents, employees and volunteers.
15. **ASSIGNMENT.** Grantee shall not assign, sell, sub-grant, or sub-contract its rights or responsibilities under this Agreement unless approved in writing by Grantor. If Grantee elects to so do, Grantee does so with the express understanding that no provision under this Agreement is waived by Grantor, unless specifically acknowledged in writing, and Grantee is still bound and required to fulfill all obligations, terms and conditions set forth under this Agreement, whether performed by Grantee, its officers, agents, employees, contractors or subcontractors.
16. **REMEDIES.** If Grantor in its sole discretion determines that Grantee, its officers, agents, employees, contractors or subcontractors, have failed to comply with, or breached, any of the terms or conditions set forth in this Agreement (including the terms and conditions set forth in any attachments to this Agreement), Grantor may pursue any of the following remedies against Grantee, and/or its officers, agents, employees, contractors or subcontractors, at its discretion; including but not limited to:
- A. **Disallow Costs.** Grantor may disallow any costs otherwise allowed under this Agreement to Grantee and adjust its payments to Grantee by deducting such disallowed costs.
 - B. **Withhold Payment.** It may withhold funds from Grantee for non-compliance with any of the terms of this Agreement, misuse of public funds, or failure to comply with State and federal law.
 - (1) If an audit finding or judicial determination is made that Grantee misused public funds, Grantor may also withhold funds otherwise allocated to Grantee to cover the costs of any audits, attorneys' fees and other expenses. Grantor shall give Grantee prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. Grantor shall inform Grantee whether any amounts withheld may be released, and if so, the actions that Grantee must take to bring about the release of any amounts withheld.
 - (2) If an independent CPA audit or Grantor review determines that the payments made by Grantor to Grantee were incorrectly paid or were based on incorrect information from the Grantee, Grantor may adjust or withhold Grantee's payments for the remainder of the contract period or until Grantor fully recoups the funds.
 - C. **Require Repayment.** Upon written request by Grantor, any overpayments, disallowed costs, excess payments or questioned costs are immediately due and payable by Grantee. In the alternative, Grantor shall have the right to withhold any or all subsequent payments pursuant to this Agreement until it fully recoups these funds. In such cases, Grantee shall not be relieved of meeting the requirements of this Agreement.

- D. **Require Corrective Action.** Grantee shall comply with the terms of any corrective action plan required by Grantor.
- E. **Pursue Any Legal Remedy.** Grantor and Grantee may avail themselves of all remedies allowed by state or federal law.
- F. **Terminate the Agreement.** Grantor may terminate this Agreement in accordance with the termination provisions outlined below.
17. **DELAY IN ENFORCEMENT.** Any delay in enforcement of any terms of this agreement by Grantor shall not be construed as a waiver of Grantor's rights to enforce the terms of this agreement or pursue any of the above remedies.
18. **RIGHT TO TERMINATE UPON THIRTY DAYS NOTICE.** Grantor may terminate this Agreement, with or without cause, in advance of the Agreement's expiration date, by giving the other party 30 days written notice.
19. **NO THIRD-PARTY BENEFICIARY RIGHTS.** No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.
20. **JURISDICTION.** The provisions of this Agreement shall be construed and governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County, Utah.
21. **ENTIRE AGREEMENT.** This Agreement, including any attachments and/or documents referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements.

The following documents are attached to and are incorporated into this Agreement by this reference:

Attachment A	Declaration of Conflict of Interest
Attachment B	2026 ISM Grant Application
Attachment C	2026 Compliance with State and Cultural Resource Requirements

22. **GRANTEE HAS NOT ALTERED THIS AGREEMENT.** By signing this Agreement, Grantee represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Agreement, and that this Agreement contains the exact provisions that appeared in this document and its attachments when Grantor originally sent it to Grantee.
23. **AMENDMENTS.** The parties may modify this Agreement only by written amendment signed by both parties. Any amendments shall be attached to the original signed copy of this Agreement.
24. **DATA PRIVACY AND GRAMA.** Grantor is committed to protecting personal data to the best of its ability and as required by Chapter 19 of the Utah Code (Government Data Privacy Act). As such, Grantor does not sell any personal data collected. Any personal data collected

as part of this grant shall be used for solely purposes of: (1) administering and enforcing the grant, (2) complying with Grantor's statutory duties as set forth in Title 4 of the Utah Code (Utah Agricultural Code); (3) providing information to third parties for legitimate research or other statutorily permitted purposes, and (4) complying with local, state or federal law, including responding to GRAMA (Government Records Access and Management Act, Utah Code section 63G-2-101 *et seq.*) record requests. For purposes of GRAMA, Grantor is the custodian of this governmental record. Where possible and legally permissible, personal data shall be provided in aggregate or in redacted form. You may contact Grantor via the contact information in paragraph 4 of this Agreement to exercise your rights under the Government Data Privacy Act.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

24. **AUTHORITY OF PERSON SIGNING FOR THE GRANTEE.** Grantee represents that the person who has signed this Agreement on behalf of Grantee has full legal authority to bind Grantee and to execute this Agreement.

IN WITNESS WHEREOF, the parties executed this Agreement:

GRANTEE
(BOX ELDER COUNTY)

By: 
Print Name: TYLER VINCENT
Title/Position: Commissioner
Date: 10-25-26

GRANTOR
(UTAH DEPARTMENT OF AGRICULTURE)

By: _____
Print Name: _____
Title/Position: _____
Date: _____

Required Approvals:

Program Manager Date

Division of Finance Date

UDAF Administrative Services Date



Attachment A

DECLARATION OF CONFLICT OF INTEREST

FOR CONTRACTED OR GRANTED OBLIGATIONS WITH THE UTAH DEPARTMENT OF AGRICULTURE AND FOOD

Because contracted /grant obligations with the Utah Department of Agriculture and Food (UDAF) can be construed as “being employed” by the State of Utah you are required by state law (UCA § 67-16-101 et seq.) to disclose any conflict of interest you may have relating to your contract or grant with Utah Department of Agriculture and Food. Please list below and explain any involvement you may have with state or local government, including, but not limited to, any party that has influence or participates with UDAF’s Conservation division.

1).

2).

3).

4).

I understand that the filing of this Declaration of Conflict of Interest with Utah Department of Agriculture and Food satisfies the requirements of Utah’s Public Officers’ and Employees’ Ethics Act.

I hereby declare under criminal penalty under the law of Utah that everything stated in this document is true.

Signature

Date

Printed Name

Location

Title

**Box Elder County Knapweed
EDRR FY2027**

03/09/2026

Id. 53433629

by **Wyatt Freeze** in **2026-2027 UDAF ISM Grant
Application**

wfreeze@boxeldercountyut.gov

Original Submission

03/09/2026

Score

Grant Application
Title

Box Elder County Knapweed EDRR FY2027

Applicant Information

Organization
Information

Box Elder County

Billing Address

01 South Main Street
Brigham City
Utah
84302
US
41.503132
-112.015915

Financial Contact

Shirlene
LarsenFinancial Contact-
Phone Number

+14357343360

Financial Contact-
Email

slarsen@boxeldercountyut.gov

Does your
organization have a
vendor number with
the State of Utah?

No

Please upload your W9

W-9_BECO_2022.pdfName of the Project
ManagerWyatt
Freeze

Project Manager- Phone Number +14356952583

Project Manager- Email wfreeze@boxeldercountyut.gov

Project Information

Have you created a Utah SIIPA Model for your project? Yes

Upload SIIPA Project File: Geodatabase (.gdb)

Box_Elder_Knapweed_EDRR_FY27_SIIPA_ESRI_File.zip

Upload SIIPA Project File: SIIPA Report

Box_Elder_Knapweed_EDRR_FY27_SIIPA_Report.pdf

Upload SIIPA Project File: SIIPA Maps

Box_Elder_Knapweed_EDRR_FY27_SIIPA_Map.pdf

In which county is the project primarily located? Box Elder

Select the species you will be targeting. Squarrose Knapweed
Russian Knapweed
Spotted Knapweed
Diffuse Knapweed
Hoary Cress
Perennial Pepperweed
Scotch Thistle

Project Description Answer the following questions to describe your project in further detail and provide a clear picture of the project to the rankers.

Project Location This project operates throughout Box Elder County on the landscape scale. However, specific infestations are being targeted in the following locations: South Mantua, Plymouth near 21200 N, Johnson Canyon, the southeast portion of Promontory Peninsula, Curlew Flats near 38600 W, Yost, Grouse Creek, Park Valley, along Hwy 13 near Belmont Springs, Sage Valley, Blue Creek near 20800 N, along the Pilot Mountain Rd near the Box Elder-Tooele County line, and Dove Creek near 62600 W.

Background on the Project Area

The sites targeted within this project's area are critical for a number of reasons. Namely, these sites are critical for wildlife habitat, livestock production, and some crop production. By treating these areas, we are also protecting bigger areas from being infested. The majority of these sites have been treated for a number of years with herbicide, and they have all had biocontrol agents released on them. Most sites receive some level of livestock grazing. Although we have a large number of sites, a high number of them have a satisfactory amount of desirable vegetation present. However, the Curlew Flats site and the Pilot Mt Rd site have degraded to the point that there is little to no desirable vegetation present.

Project Overview

Historically we have applied for funding to treat knapweed infestations only in the western part of Box Elder County. That took place for several years. Now those infestations have diminished to the point that we feel we can work towards eradication. All knapweed species in Box Elder County are considered EDRR noxious weeds to the Box Elder County Weed Control Program. More resources will be allocated to Russian and Spotted knapweed(s) because there is a higher number of acres found of each of them, but Squarrose and Diffuse knapweed(s) infestations will also be a priority due to their smaller number of infested acreage and corresponding higher chance of eradication. This project also includes the treatment of some secondary weed species, such as hoary cress, perennial pepperweed, and various thistles.

As a consequence of these historical infestations decreasing in size, we continue to keep the scope of this project on the landscape scale. This allows us to coordinate more efficiently with landowners affected by knapweed infestations, as well as plan our project in such a way that we can work towards eradication of knapweed species county-wide. The success of this project has five major benefits. First, by removing knapweed infestations from the landscape we are able to improve the economic value of the affected areas. Property value not only increases but they are also able to produce more forage for livestock and or higher quality feed for market. Second, the removal of knapweed species increases the forage available to wildlife. These knapweed species provide little forage value. They also crowd out native species that wildlife depends on for their nutritional needs. Much of the area infested by knapweed in our county is critical habitat for the greater sage grouse, mule deer, and elk. Third, some species of knapweed can be dangerous to livestock and humans. Russian knapweed can cause chewing disease in certain livestock species, and there are some reports that Spotted knapweed can cause irritation to human skin when handled with bare hands. Fourth, by removing an exotic knapweed species we are able to allow native species to flourish and increase overall biodiversity on the landscape. Finally, by treating these infested sites, we are able to protect larger areas from being infested in the future.

The Box Elder County Weed Department will use the requested funding to finance the labor and herbicide needed to treat all infestations of knapweed throughout the project area. Most treatments will be completed through the use of UTV's equipped with 55 gallon spray systems. This system allows us to both spot and broadcast spray the designated infestations. Flexibility

with mode of application allows us to hone our treatment of primary and secondary weeds and avoid the damage of desirable species, which is of utmost concern to us. Certain infestations that are not accessible by UTV's will be treated with a 4-gallon backpack sprayer or a drone.

We are proud of the willingness of Box Elder County citizens to control their weeds. Once educated, most landowners are more than willing to treat their infestations on their own. The bottleneck in this process has become the price of herbicide. To solve both the lack of education and the cost of herbicide, we created our Landowner Outreach Program. This program allows us to incentivize landowners to meet with us in person so that we may educate them about noxious weeds. Landowners are provided with small amounts of herbicide to aid them in their treatment efforts. These interactions provide us with yet another opportunity to educate them, but this time on safe and effective application of herbicide. Three education days are held in more remote communities of our county during the springtime to increase stakeholder access to the program. These education events produce the best participation in the program. It is important to note that we record all the herbicide provided to landowners, as well as how many acres that the herbicide given will treat so that we can incorporate that acreage into our grant application and report.

Our county ArcGIS system shows a map of the infested areas treated in past years, as well as the general locations to be monitored, retreated and searched for new infestations. Within the system we are able to show infested acres along with pictures so that we can see our progress from year to year. We will also continue to monitor our photo points on EDDMaps as a supplement to the monitoring being done by UDAF. These photo points are excellent at providing a visual representation of the project's success. We plan to continue to maintain our two established cover class transects on diffuse knapweed and russian knapweed and create two new cover class transects for spotted knapweed and squarrose knapweed. This allows for one cover class transect on each species of knapweed. These transects will be spread throughout the project area so that we can gain a quantitative data set to track success.

Lastly, we would like to communicate that we are cognizant of the average soil type within the project, as well as the various threatened species reported to be found in our project area. We take these facts into serious consideration when completing our treatments and we will continue to do all things possible to mitigate any unwanted effects. At this time, there are no EPA pesticide use limitations in our project area.

End Goal

The long-range plan will be evaluated and revised each year as the weed department continues to work with affected landowners and government agencies to find, treat and control these target weeds. Once we have finished implementing all four transects, we will be able to provide a more quantifiable goal. Our end goal of the project is to reduce the populations enough that the landowners can complete the treatments themselves and won't need ISM funding to continue bringing these infestations towards eradication. We believe that landowners being educated enough to complete treatment on their own creates a more sustainable method of long-term control. We also hope to eventually eradicate the knapweed infestations known to us and restore these sites to a more productive state, a state that benefits the landowner's objectives. This could range from an increase in feed for livestock, an increase in quantity or quality of crops produced, other areas protected, or more desirable habitat for wildlife.

Supporting Documents

EPA_Bulletin_Milestone.pdf

EPA_Bulletin_Rifle-D.pdf

Project Budget

ISMBudgetTemplate.xlsx

Budget Items Description

- Labor line-item pays for the cost of county personnel to complete the project as described
- Biocontrol line-item pays for 5 releases of *Larinus minutus* and 5 releases of *Cyphocleonus achates*
- Herbicide line-item pays for all of the herbicide needed to complete the treatments as described, as well as provides the herbicide for the Landowner Outreach Program
- Other Item #1 budget line-item is the cost to have a booth at the Box Elder County Fair. This would fall under education and outreach

Amount Requested 23419.60
from UDAF

Budget Documents

Weedbusters_Biocontrol_Pricing.pdf

Partnerships- In-Kind and Monetary Please select any partnerships that contribute efforts or supplies for an in-kind value and any partners that are providing monetary contributions. Please answer additional questions that will appear for each category of partnerships selected.

In-Kind Partnerships Private Sector
State and Local Government

Private Sector In-Kind Contributions Please fill in the table below with details on private sector in-kind contributions.

Private In-Kind Contributions Table

private_inkind_contributions.xlsx

Private In-Kind Contributions Description	Park Valley Private Landowners: Ken Spackman, Dale Carter, Tom Kunzler, Rachel Jensen, Blaine Carter, Emilie Westmoreland, Brian Morris, Flint Pugsley, Calvin Larsen, Seth Jones, Richard Kreig, Doug Thomson Grouse Creek Private Landowners: Reed Beecher, Paul Beecher, Jeff Malan, Madison Tanner, Joann Kimber, Jill Dallan, Chuck Kimber, Patti Kimber, Reid Smith, Glen Tingey, Drake Walker Yost Private Landowners: Guy Montgomery, Betty Jo Spencer, Tom Hansen, Nolin Oman, Brian Spencer, Sean Nicholas
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Total Private In-Kind Contributions 8280

State and Local Government In-Kind Contributions	Please fill in the table below with details on state and local government in-kind contributions.
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State and Local In-Kind Contributions Table

stateandlocal_InKind_Contributions.xlsx

State and Local In-Kind Contributions Description	Cache County Weed Dept: in-kind cost to come help us at a spray day in Park Valley Snowville Town: In-kind cost of their labor and equipment to treat infestations around Snowville Box Elder County Weed Dept: In-kind cost of using our equipment to complete our portion of the project GIP: In-kind cost of GIP employee to help us coordinate a spray day West Box Conservation District: In-kind cost of helping to coordinate outreach events
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Total State and Local Gov In-Kind Contributions 6900

Total In-Kind Contributions 15180

Monetary Partnerships	Federal
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Federal Government Monetary Contributions	Please fill in the table below with details on state and local government in-kind contributions.
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Federal Monetary Contributions Table

federal_monetary_contributions.xlsx

Federal Government Description	The Bureau of Land Management contracts the Box Elder County Weed department to help with noxious weed treatment of public land under their jurisdiction in Box Elder County. Half of the weeds treated within this contract are knapweed, and lie within the project area.
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Total Federal
Monetary
Contributions 3750

Total Monetary
Contributions 3750

Performance Plan Please provide the details of the activities being implemented for this project.

Treatments and
Activities Herbicide Treatments
Biocontrol Treatments
Mapping
Monitoring
Education and Outreach
Grazing Treatments
Restoration Activities

Herbicide Treatments Please fill out the table and description box below if any herbicide treatments are planned for this project.

Herbicide Treatments Table

Treatment Questions.xlsx

Total Herbicide Acres 1000

Herbicide Treatment
- Description Treatment #1: In July 2026, the county weed dept. will treat approximately 50 acres of russian knapweed on the south-east portion of Promontory Peninsula. This will be done with spray systems mounted to UTVs that have boomless nozzles and handguns. We will be using a tank-mix of 2,4-D+Dicamba, Aminopyralid, a non-ionic surfactant, and blue dye. The purpose of this treatment is to continue to test the efficacy of spraying russian knapweed in full-bloom
Treatment #2: In October 2026, the Sandarosa Hay company will treat approximately 200 acres of russian knapweed with a tractor-mounted boom spray system. A tank-mix of 2,4-D, Aminopyralid, and a surfactant will be used.
Treatment #3: All other knapweed infestations will be treated during the growing season of FY2027. Exact timing will depend on the target species and current weather conditions. A tank-mix of 2,4-D+Dicamba, Aminopyralid, non-ionic surfactant, and blue dye will be used. Some minor infestations of hoary cress and perennial pepperweed may be treated in the spring months of FY2027 using a tank mix of 2,4-D, Metsulfuron, and a surfactant.

Biocontrol
Treatments Please fill out the table and description box below if any biocontrol treatments occur for this project.

Biocontrol Treatments Table- Required Information

Biocontrol Submit.xlsx

Biocontrol-Total
Released Agents 27000

Biocontrol Treatment - Description -5 releases of *Larinus minutus* and 5 releases of *Cyphocleonus achates* will be purchased from Weedbusters Biocontrol in August 2026 and released on to various squarrose, diffuse, and spotted knapweed infestations in the project area. Sites that will most likely receive releases are South Mantua, Johnson Canyon, and Blue Creek near 20800 N.
-Approximately 2000 *Larinus minutus* weevils will be collected from a biocontrol collection event near Silver City, Utah. These weevils will be distributed to the remaining spotted and diffuse knapweed sites, such as in Grouse Creek, Dove Creek, and Yost.
-Approximately 24000 galls will be collected from a biocontrol collection event in Davis County in April 2027. One bucket of galls will be released on the Park Valley site, and the remaining galls will be released on the Pilot Mountain Rd site.
-The Curlew Flat insectary will be monitored and evaluated for relocation. This site's population of russian knapweed has decreased to the point that the establishment of an insectary might be more successful elsewhere.

Grazing Treatments Please fill out the table and description below if any grazing treatments occur for this project.

Grazing Treatments Table- Required Information

Grazing Submittables.xlsx

Total Grazed Acres 150

Grazing Treatment - Description During the early months of 2027, the Sandarosa Hay company feeds ~200 head of cows on 150 acres that is infested with russian knapweed. By feeding the cows on the infestation of knapweed, the cattle are able to trample or eat the above-ground biomass that was left over from the previous growing season, while continually removing any russian knapweed that tries to grow while the cows are on site. This is a cheap method of reducing the below-ground biomass and depleting the reserves of the infestation. This will also maintain or shrink the infestation until this pasture can be reseeded or put under a different management objective.

Restoration Activities Please fill in the below table, description box, and upload maps, polygons, and seed mixes if any restoration activities occur in this project.

Restoration Activities Table- Required Information

Restoration Questions Submit.xlsx

Total Restoration
Acres 76

Restoration Activities - Description This year we hope to seed 76 acres of degraded rangeland. This site has been infested with russian knapweed, but for the last two years have been treated consistently. This has resulted in a significant reduction in the infestation. Now we hope to seed these areas in order to establish a desirable stand of vegetation that will compete with and hold out russian knapweed in the future. Our method is to drill the seed into the ground with a range drill in the fall of 2027. The exact timing will depend on the weather conditions. Optimum conditions to seed will be when temperatures are at or below 32 degrees Fahrenheit consistently, but little to no snow has accumulated.

Our expectation is to drill the seed using a range drill rented by the landowner from the local conservation district. A cultural clearance will be completed before this work commences.

We plan on using a seed mix consisting of: Immigrant Forage Kochia, Thickspike Wheatgrass, Slender Wheatgrass, Intermediate Wheatgrass, Piute Orchardgrass, Ac Saltlander, and Annual Rye. This mix is \$5.49/pound, and will be drilled at 15 pounds per acre.

Please upload the polygon of your restoration activity area and any seed species list if reseeding.

FY27_Sandarosa_Seeding_proposed.kmz

Total Treatment and Restoration Acres 1226

Mapping Activities Please fill in the below table and description box for any mapping activities that occur for this project.

Mapping Activities Table- Required Information

Mapping Questions Submit.xlsx

Total Acres Mapped 1100

Mapping Activities - Description Five Box Elder County Weed Department employees will spend time throughout FY2027 re-mapping all known knapweed infestations in the project area. Data will be collected using our county ArcGIS system and EDDMaps.

Monitoring Activities Please fill in the below table and description box for any monitoring activities that occur for this project.

Monitoring Activities Table- Required Information

Monitoring Quesions Submit.xlsx

Total Number of Monitoring Activities 8

Monitoring Activities - Description

- Four cover-class transects will be measured, one on each species of knapweed. One has been established on both russian knapweed and diffuse knapweed. We will establish one on spotted knapweed and one on squarrose knapweed sites
- The four photo points that we currently have will continue to be updated; there is one photo point for each species of knapweed.
- We will assist UDAF in continuing to monitor the Park valley russian knapweed site

Education and Outreach Activities

Please fill in the following table and description box if education and outreach activities occur for this project.

Education and Outreach Activities Table- Required Information

Education and Outreach Questions Submit.xlsx

Total Number of People Impacted by Education and Outreach Activities

80

Education and Outreach Activities - Description

-Activity #1: an outreach event will be held in Park Valley during the month of April 2027. Citizens that own property in the area are invited to meet us at the local Box Elder County road facility. Here we answer their noxious weed questions and provide small amounts of herbicide to incentivize them to attend the event. We use this opportunity to educate them about various aspects of weed control.

-Activity #2: an outreach event will be held in Grouse Creek and Yost during the month of April 2027. Citizens that own property in the area are invited to meet us at the local Box Elder County road facilities. Here we answer their noxious weed questions and provide small amounts of herbicide to incentivize them to attend the event. We use this opportunity to educate them about various aspects of weed control.

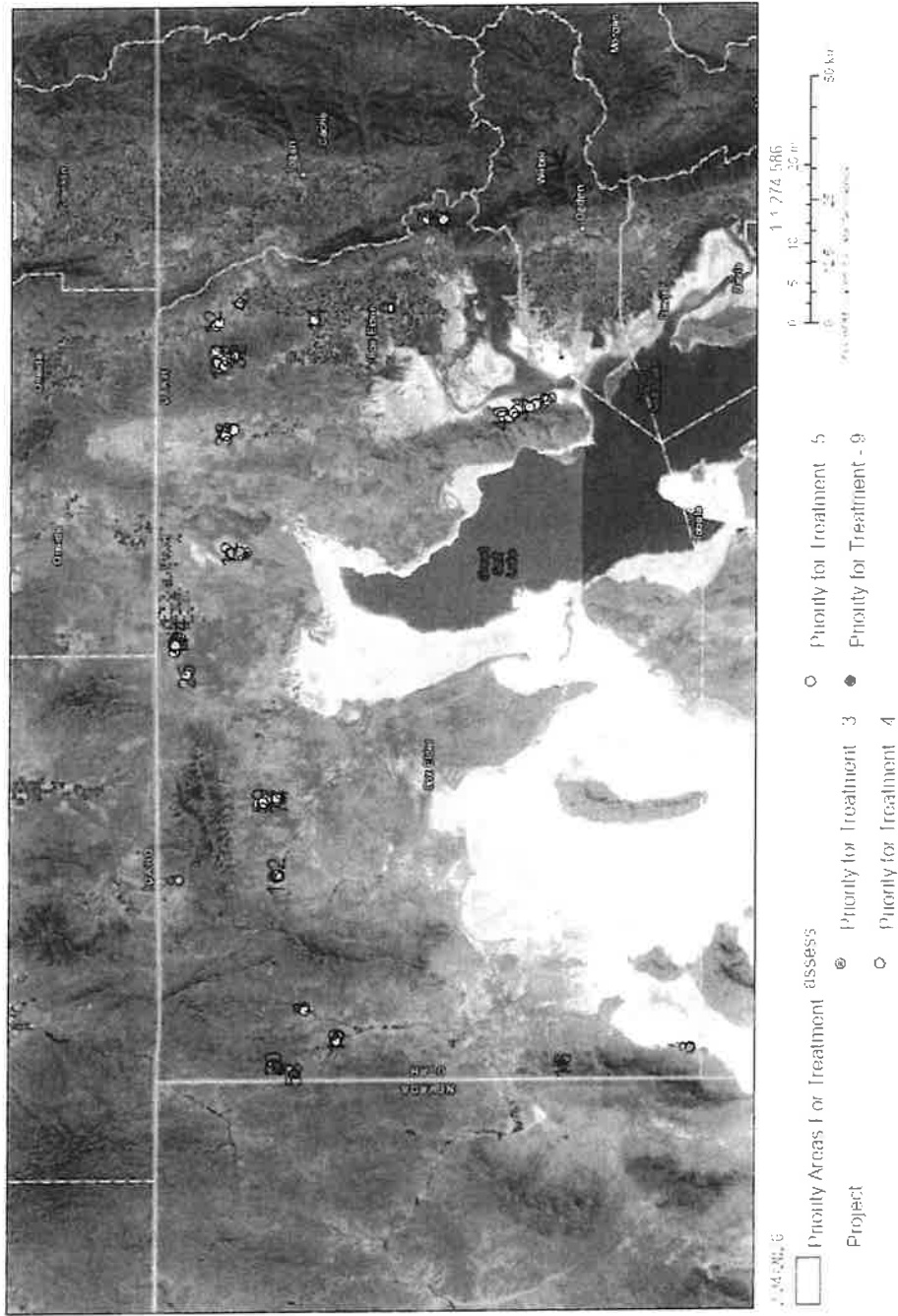
-Activity #3: A booth will be put on by the Box Elder County Weed Board and Box Elder County Weed Department employees towards the end of August 2026. This provides a great opportunity to meet different citizens that might have questions about weeds and how to control them. We provide a variety of educational materials for people to take.

Internal Form

Score

Box Elder Knapweed EDRR FY2027

SIIPA Report



Acreage Report

GRANT ITEM		AMOUNT	PERCENT
TOTAL ACRES		4541	
FEDERAL		45	1
STATE		575	13
PRIVATE		3923	86
TRIBAL			

Project

OBJECT ID	PERCENT STATE	PERCENT FEDERAL	PERCENT PRIVATE	STATE ACRES	FEDERAL ACRES	PRIVATE ACRES	TOTAL ACRES	CENTER Y	CENTER X
1	2		100	1		56	56	41.474	-111.9438
2		67	100		2	3	3	41.4961	-111.9498
3			100			1	1	41.5087	-111.9449
4			100			1	1	41.5788	-112.1586
5	33		67	281		564	845	41.3456	-112.4181
6			100			1	1	41.7136	-112.1857
7			100			1	1	41.849	-112.1465
8			100			9	9	41.8925	-112.1949
9	54		46	204		171	375	41.8705	-112.2888
10			100			96	96	41.8904	-112.2648
11			100			283	283	41.8721	-112.4591
12			100			893	893	41.9589	-112.9721
13		100			25		25	41.9422	-113.0497
14	10		90	73		678	751	41.789	-113.3555
15			100			69	69	41.7785	-113.5401
16			100			79	79	41.9556	-113.5517
17			100			14	14	41.7285	-113.8693
18			100			261	261	41.6664	-113.9398
19	12	11	76	16	15	104	136	41.7762	-114.0069
20		100		3		35	35	41.2522	-114.0083
21			100			604	604	41.0171	-113.9708
22			100					41.8526	-112.7511

Prioritization

TYPE	CLASS	WEIGHT	DESCRIPTION
habitat	1	1	highest priority
habitat	2	3	second highest priority
habitat	3	5	medium priority
habitat	4	7	second lowest priority
habitat	5	9	lowest priority
control	1	1	Easiest to Control
control	2	3	Second Easiest to Control
control	3	5	Medium to Control
control	4	7	Second Hardest to Control
control	5	9	Hardest to Control
impact	1	1	Highest Impact
impact	2	3	Second Highest Impact
impact	3	5	Medium Impact
impact	4	7	Second Lowest Impact
impact	5	9	Lowest Impact
extent	5	1	Highest Priority
extent	4	3	Second Highest Priority
extent	3	5	Medium Priority
extent	2	7	Second Lowest Priority
extent	1	9	Lowest Priority

Priority Species in Project Area

SUBJECT NUMBER	SUBJECT NAME	FREQUENCY	IMPACT CLASS	CONTROL CLASS	PRIVATE ACRES	FEDERAL ACRES	STATE ACRES	TOTAL ACRES	PERCENT PRIVATE	PERCENT FEDERAL	PERCENT STATE	QT	NUMBER (T)	WEED MODEL (Q)
4388	Russian knapweed	275	1	5	510	13	33	556	92	2	6	312	13	24
4373	squarrose knapweed	22	2	4	32	3		35	91	9		224	8	28
50209	spotted knapweed	36	3	3	152	3		155	98	2		168	6	28
4472	diffuse knapweed	96	3	3	128		38	166	77		23	132	6	22

Other Species

SUBJECT NUMBER	SUBJECT NAME	FREQUENCY	IMPACT CLASS	CONTROL CLASS	PRIVATE ACRES	FEDERAL ACRES	STATE ACRES	TOTAL ACRES	PERCENT PRIVATE	PERCENT FEDERAL	PERCENT STATE	QT	NUMBER (T)	WEED MODEL (Q)
4404	rush skeleton weed	29	1	5	17		13	30	57		43	580	20	29
4432	Scotch thistle	23	3	3	70	3	2	75	93	4	3	220	11	20
2792	Canada thistle	12	4	3	9	1	5	15	60	7	33	160	8	20
4587	Dyer's woad	4	3	2	27			27	100			150	6	25
6507	medusah ead	3	2	3	11		1	12	92		8	90	3	30
4365	poison hemlock	2	3	1	3			3	100			80	4	20
5502	houndstongue	2	4	2	2			2	100			66	3	22
3062	common reed	2	2	4			21	21			100	63	3	21
5736	black henbane	8	3	2	13		11	24	54		46	50	2	25
6515	saltcedar	1	3	3			1	1			100	48	2	24
5931	perennial pepperweed	6	3	3	2		40	42	5		95	46	2	23
3405	leafy spurge	3	1	5	3			3	100			33	1	33
3022	Russian olive	1	3	4	1			1	100			25	1	25
3011	musk thistle, nodding thistle	1	4	3	1			1	100			22	1	22
4338	field bindweed	2	4	3		2		2		100		16	1	16

Habitat

DETAILED DESC	ECO LU	Class
Rocky Mountain Subalpine-High Montane Conifer Forest	Rocky Mountain Bigtooth Maple Ravine Woodland	3
Intermountain Singleleaf Pinyon - Utah Juniper - Western Juniper Woodland	Great Basin Pinyon-Juniper Woodland	3
Intermountain Singleleaf Pinyon - Utah Juniper - Western Juniper Woodland	Inter-Mountain Basins Curl-leaf Mountain Mahogany Woodland and Shrubland	3
Western North American Montane-Subalpine Marsh, Wet Meadow & Shrubland	Great Basin Foothill and Lower Montane Riparian Woodland and Shrubland	2
Rocky Mountain-Vancouverian Subalpine-High Montane Mesic Meadow	Southern Rocky Mountain Montane-Subalpine Grassland	1
Southern Rocky Mountain Montane Shrubland	Rocky Mountain Gambel Oak-Mixed Montane Shrubland	2
Arid West Interior Freshwater Marsh	North American Arid West Emergent Marsh	2
Warm & Cool Desert Alkali-Saline marsh, Playa & Shrubland	Inter-Mountain Basins Greasewood Flat	4
Warm & Cool Desert Alkali-Saline marsh, Playa & Shrubland	Inter-Mountain Basins Playa	4
Great Basin Saltbush Scrub	Inter-Mountain Basins Mat Saltbush Shrubland	3
Great Basin Saltbush Scrub	Inter-Mountain Basins Mixed Salt Desert Scrub	3
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Great Basin Xeric Mixed Sagebrush Shrubland	3
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Inter-Mountain Basins Big Sagebrush Shrubland	3
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Inter-Mountain Basins Montane Sagebrush Steppe	3
Great Basin-Intermountain Dry Shrubland & Grassland	Inter-Mountain Basins Semi-Desert Grassland	2
Great Basin-Intermountain Dry Shrubland & Grassland	Inter-Mountain Basins Semi-Desert Shrub Steppe	3
Herbaceous Agricultural Vegetation	Cultivated Cropland	1
Pasture & Hay Field Crop	Pasture/Hay	1
Introduced & Semi Natural Vegetation	Introduced Upland Vegetation - Annual Grassland	3
Introduced & Semi Natural Vegetation	Introduced Upland Vegetation - Shrub	3
Recently Disturbed or Modified	Disturbed/Successional - Shrub Regeneration	2
Developed & Urban	Developed, Open Space	3
Developed & Urban	Developed, Low Intensity	4
Developed & Urban	Developed, Medium Intensity	3
Developed & Urban	Developed, High Intensity	2

Biocontrol

2022	minutus	diffuse knapweed	Centaurea	diffusa	Wyatt Freeze
2022	minutus	diffuse knapweed	Centaurea	diffusa	Wyatt Freeze
2022	minutus	squarrose knapweed	Centaurea	virgata	Wyatt Freeze
2023	minutus	squarrose knapweed	Centaurea	virgata	Kevin Schmitz
2023	minutus	squarrose knapweed	Centaurea	virgata	Kevin Schmitz
2023	minutus	spotted knapweed	Centaurea	stoebe	Wyatt Freeze
2023	minutus	spotted knapweed	Centaurea	stoebe	Wyatt Freeze
2023	minutus	spotted knapweed	Centaurea	stoebe	Wyatt Freeze
2023	achates	spotted knapweed	Centaurea	stoebe	Wyatt Freeze
2023	minutus	spotted knapweed	Centaurea	stoebe	Wyatt Freeze
2023	achates	diffuse knapweed	Centaurea	diffusa	Wyatt Freeze
2023	minutus	diffuse knapweed	Centaurea	diffusa	Wyatt Freeze
2023	minutus	diffuse knapweed	Centaurea	diffusa	Wyatt Freeze
2023	achates	diffuse knapweed	Centaurea	diffusa	Wyatt Freeze
2023	achates	spotted knapweed	Centaurea	stoebe	Wyatt Freeze
2023	achates	spotted knapweed	Centaurea	stoebe	Wyatt Freeze
2023	achates	spotted knapweed	Centaurea	stoebe	Wyatt Freeze
2024	acroptilonica	Russian knapweed	Rhaponticum	repens	Wyatt Freeze
2024	acroptilonica	Russian knapweed	Rhaponticum	repens	Wyatt Freeze
2024	acroptilonica	Russian knapweed	Rhaponticum	repens	Wyatt Freeze
2024	acroptilonica	Russian knapweed	Rhaponticum	repens	Wyatt Freeze
2024	minutus	spotted knapweed	Centaurea	stoebe	Wyatt Freeze
2024	minutus	spotted knapweed	Centaurea	stoebe	Wyatt Freeze
2024	minutus	squarrose knapweed	Centaurea	virgata	Wyatt Freeze
2024	achates	diffuse knapweed	Centaurea	diffusa	Wyatt Freeze
2024	achates	diffuse knapweed	Centaurea	diffusa	Wyatt Freeze
2025	acroptilonica	Russian knapweed	Rhaponticum	repens	Wyatt Freeze
2025	acroptilonica	Russian knapweed	Rhaponticum	repens	Wyatt Freeze
2025	acroptilonica	Russian knapweed	Rhaponticum	repens	Wyatt Freeze
2025	achates	diffuse knapweed	Centaurea	diffusa	Wyatt Freeze
2025	achates	spotted knapweed	Centaurea	stoebe	Wyatt Freeze

SIMP

YEAR	SITE	TARGET WEED	AGENT
2017	MANTUA ORCHARD	SPOTTED KNAPWEED	

Threatened and Endangered Species

Watch out for these threatened and endangered species which are known to be in your project area:

FREQUENCY	EST_ID	SCOM NAME	SNAME	S_RANK
6	7635	Western Toad	Anaxyrus boreas	S3
4	7649	Northern Leopard Frog	Lithobates pipiens	S3
5	7662	American White Pelican	Pelecanus erythrorhynchos	S3B
14	7665	American Bittern	Botaurus lentiginosus	S3S4B,S3N
4	7675	White-faced Ibis	Plegadis chihi	S2S3B
6	7719	Bald Eagle	Haliaeetus leucocephalus	S2B,S4N
9	7730	Ferruginous Hawk	Buteo regalis	S3B
9	7732	Golden Eagle	Aquila chrysaetos	S4
4	7735	Peregrine Falcon	Falco peregrinus	S3B
15	7744	Greater Sage-grouse	Centrocercus urophasianus	S3
1	7757	Whooping Crane	Grus americana	SXM
1	7760	Snowy Plover	Charadrius nivosus	S3B
4	7812	Caspian Tern	Hydroprogne caspia	S3B
1	7832	Flammulated Owl	Psiloscops flammeolus	S3S4B
11	7838	Burrowing Owl	Athene cunicularia	S3B
4	7863	Lewis's Woodpecker	Melanerpes lewis	S3
1	7876	Olive-sided Flycatcher	Contopus cooperi	S3S4B
1	7909	Pinyon Jay	Gymnorhinus cyanocephalus	S3
2	8087	Lahontan Cutthroat Trout	Oncorhynchus clarkii henshawi	SNA
2	8088	Bonneville Cutthroat Trout	Oncorhynchus clarkii utah	S4
1	8090	Yellowstone Cutthroat Trout	Oncorhynchus clarkii bouvieri	S3
3	8112	Least Chub	Notropis phlegenthonis	S2
3	8129	Bluehead Sucker	Catostomus discobolus	S3
1	8132	June Sucker	Chasmistes liorus	S2
1	8171	Long-eared Myotis	Myotis evotis	S3
2	8182	Townsend's Big-eared Bat	Corynorhinus townsendii	S3
9	8194	Pygmy Rabbit	Brachylagus idahoensis	S3
2	8267	Gray Wolf	Canis lupus	SX
5	8269	Kit Fox	Vulpes macrotis	S3
1	8272	Brown (Grizzly) Bear	Ursus arctos	SX
3	8390	Pilose Crayfish	Pacifastacus gambelii	S2
1	9008	Winged Floater	Anodonta nuttalliana	S2S3
1	9011	Western Pearlshell	Margaritifera falcata	S1
1	9057	Sierra Ambersnail	Catinella stretchiana	SH
6	9085	Deseret Mountainsnail	Oreohelix peripherica	S2
3	9100	Green River Pebblesnail	Fluminicola coloradoensis	S3
4	9102	Northwest Bonneville Pyrg	Pyrgulopsis variegata	S1
6	9113	Bear Lake Springsnail	Pyrgulopsis pilsbryana	S2
1	9130	Mountain Marshsnail	Stagnicola montanensis	SH

1	12573	Western bumble bee	Bombus occidentalis	S1S2
3	464241	Western Yellow-billed Cuckoo	Coccyzus americanus occidentalis	S2B
9	464243	Columbian Sharp-tailed Grouse	Tympanuchus phasianellus columbianus	S2

Project Soil Composition

Your Dominant Soil Type for your project is Group D

Understanding soil types is important for planning erosion control and water management strategies. The dominant hydrologic group in your project area influences how water moves through the soil and the potential for runoff. Here's what the classifications mean: Soil with slower infiltration rates due to a layer that impedes water movement, resulting in moderate to high runoff potential.

Group	Infiltration	Runoff	Description	Soil Type
A	High	Low	These soils drain water quickly, like sandy soils, and have the lowest chance of causing runoff.	More than 90% sand, less than 10% clay
B	Moderate	Moderately Low	These soils absorb water moderately well, with a mix of sand and clay. Runoff is generally low.	50–90% sand, 10–20% clay
C	Slow	Moderately High	These soils drain more slowly due to layers that block water movement.	Less than 50% sand, 20–40% clay
D	Lowest	Highest	These soils drain water poorly, like heavy clay, and have the highest runoff potential.	Less than 50% sand, more than 40% clay

Sometimes, soils have dual classifications like A/D, B/D, or C/D. These indicate that the soil behaves differently depending on how well it's drained:

- The **first letter** shows how the soil acts when properly drained (e.g., A = low runoff).
- The **second letter** shows how it acts when undrained (e.g., D = high runoff).

For example, A/D soils act like sandy soils (Group A) when drained but behave like heavy clay soils (Group D) if undrained.

If the hydrologic group value is missing in your report, it means that no data is available for that specific area. While this may not impact your overall project assessment, it's something to note and possibly address during project planning.

Box Elder Knapweed EDRR FY27 SIIPA Map



2/24/2026, 11:57:56 AM

Project Points

- Priority for Treatment - 3
- Priority for Treatment - 4
- Priority for Treatment - 5
- Priority for Treatment - 9
- Priority Areas For Treatment
- Project Shape

1:965,171

0 5 10 20 mi
0 12.5 25 50 km



Esri, HERE, Garmin, Earthstar Geographics

Endangered Species Protection Bulletin



Application Month: July 2026

Product: MILESTONE (62719-519) "Ironside"

- 1** Areas where pesticide use must be limited are identified on the map. A legend is located beside the map to help pinpoint these locations.



Currently, no pesticide use limitations exist within the printed map view for the month/year and product you selected, beyond the instructions specified on the pesticide label. Follow the use instructions on your label.

Ensure that your pesticide application area is within the printed map view. If it is not, follow the directions on the Instructions Tab to ensure that your pesticide application area is captured within the printed map view.

Please check back if you plan to apply your pesticide in an area outside the map view or in a month and year other than the one for which this Bulletin is valid.

Endangered Species Protection Bulletin

Pesticide Use Limitation Summary Table

Product	AI	Use	Method	Form	Code	Last Update
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Codes and Limitations Table

Code	Limitation
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Endangered Species Protection Bulletin



Application Month: July 2026

Product: RIFLE-D HERBICIDE (34704-869)

- 1 Areas where pesticide use must be limited are identified on the map. A legend is located beside the map to help pinpoint these locations.

Legend

 Limitation Area

Currently, no pesticide use limitations exist within the printed map view for the month/year and product you selected, beyond the instructions specified on the pesticide label. Follow the use instructions on your label.

Ensure that your pesticide application area is within the printed map view. If it is not, follow the directions on the Instructions Tab to ensure that your pesticide application area is captured within the printed map view.

Please check back if you plan to apply your pesticide in an area outside the map view or in a month and year other than the one for which this Bulletin is valid.

Endangered Species Protection Bulletin

Pesticide Use Limitation Summary Table

Product	AI	Use	Method	Form	Code	Last Update
---------	----	-----	--------	------	------	-------------

Codes and Limitations Table

Code	Limitation
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ATTACHMENT C

COMPLIANCE WITH STATE CULTURAL RESOURCE REQUIREMENTS

Awardee shall comply with the Utah State Historic Preservation Office statutes that apply to the subject matter and purpose of the Subaward as found in UCA §§ 9-8a-101, *et seq.* Awardee specifically agrees to the following:

- A. Prior to any ground breaking activities, the initial cultural resource clearance shall be completed, compliance shall be verified by UDAF staff, and the mandatory cultural resource requirements listed below shall be met:
 1. UDAF shall work with Awardee, the Utah State Historic Preservation Office ("SHPO"), and other land management agencies as needed to ensure SHPO compliance before commencement of the project. On Federal or School and Institutional Trust Lands Administration ("SITLA") lands, the appropriate land management agency shall ensure that SHPO requirements are met. On public land, UDAF shall work directly with SHPO as per its Memorandum of Understanding ("MOU") to complete archeological clearances.
 2. Awardee shall provide UDAF a report meeting the requirements set forth in UCA § 9-8a-404(1)(a) to: "(i) take into account the effect of the expenditure or undertaking on any historic property; and (ii) provide the state historic preservation officer with a written evaluation of the undertaking's effect on any historic property." This report shall be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by the Public Lands Policy and Coordinating Office.
 3. To ensure that requirements of UCA § 9-8a-404(1)(a) have been met, Awardee shall refrain from all ground disturbing activities until UDAF provides a written letter to Awardee authorizing work to proceed.
 4. If during ground-disturbing activity, Awardee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work shall be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF shall halt work and contact SHPO. UDAF shall continue to halt work until an assessment of the discovery is completed by the agency and communicated to SHPO.
 5. Human Remains Discovery. If Awardee discovers human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural

ATTACHMENT C

patrimony, work within 100' shall stop immediately. Awardee shall immediately give verbal notification of the discovery to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Awardee shall treat human remains discovered on state, or privately-owned land consistent with all requirements of applicable Utah laws regarding the treatment of human remains including, but not limited to UCA § 76-9-704, UCA § 9-8a-302, UCA § 9-8-309, and UCA §§ 9-9-401, *et seq.*

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Box Elder County** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), and easement for a right of way 10 feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in Box Elder County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

Legal Description:

A 10.00 FOOT WIDE POWER EASEMENT BEING 5.00 FEET LEFT AND 5.00 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT AN EXISTING POWER POLE LOCATED 1842.93 FEET NORTH 85°36'45" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 247.64 NORTH 04°23'15" WEST FROM THE SOUTHWEST CORNER OF SAID SECTION 23;

RUNNING THENCE NORTH 08°14'57" WEST 615 FEET TO THE TERMINUS OF THIS EASEMENT.

Located on Assessor Parcel No. 05-087-0010

Notwithstanding anything to the contrary, any and all easements, rights of way, licenses, or similar rights previously held by Grantee or its predecessors or assigns burdening Assessor Parcel No. 05-087-0010 are hereby terminated, released, extinguished, and forever quitclaimed to Grantor as of the date this instrument is executed by Grantor (the "Extinguishment"). Grantee acknowledges and agrees that, upon the Extinguishment, it shall have no further right, title, or interest of any kind in or to Assessor Parcel No. 05-087-0010 arising from any such prior easement or right.

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 25th day of June, 2026.



Tyler Vincent
Box Elder County Commission Chair
for GRANTOR

Rocky Mountain Power
GRANTEE



Acknowledgment

State of Utah)

County of Box Elder)

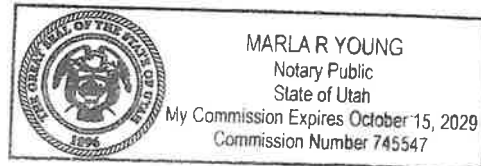
On this 25th day of June, in the year 2026, before me Marla R. Young notary
date month year notary public name

public, personally appeared Tyler Vincent, Chairman proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged
(he/she/they) executed the same.

Witness my hand and official seal.

Marla R. Young
(notary signature)



(seal)

Acknowledgment

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary
date month year notary public name

public, personally appeared _____, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged

(he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

RESOLUTION NO. 26-21

A RESOLUTION OF BOX ELDER COUNTY, APPROVING THE ROCKY MOUNTAIN POWER EASEMENT AGREEMENT AND AUTHORIZING RELATED ACTIONS.

WHEREAS, Box Elder County, as Grantor, and Rocky Mountain Power, an Unincorporated division of PacifiCorp, as Grantee, are parties to that certain Underground Right of Way Easement titled “UNDERGROUND RIGHT OF WAY EASEMENT” concerning a right-of-way 10 feet in width for underground electric power transmission, distribution, and communication facilities on real property located in Box Elder County, Utah, as more particularly described therein and on Exhibit A attached thereto; and

WHEREAS, the easement includes the right to construct, reconstruct, operate, maintain, repair, replace, enlarge, and remove underground lines and appurtenances, together with access and vegetation/obstruction control rights, and provides for certain use limitations within the right-of-way; and

WHEREAS, the easement instrument states that any and all easements, rights of way, licenses, or similar rights previously held by the Grantee or its predecessors or assigns burdening Assessor Parcel No. 08-087-0010 are terminated, released, extinguished, and forever quitclaimed to the County as of the date the instrument is executed by the County; and

WHEREAS, the County Commission finds that approving the Rocky Mountain Power Easement Agreement (the “Agreement”), between Box Elder County and Rocky Mountain Power, serves a valid public purpose by facilitating reliable utility and electrical infrastructure, clarifying easement rights, and supporting health, safety, and welfare within the County; and

WHEREAS, the County Commission desires to approve the Agreement, authorize its execution and delivery, and authorize County officials to take all actions necessary or desirable to implement and administer the Agreement and to record documents as appropriate.

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

SECTION 1: Approval of Agreement. The Rocky Mountain Power Easement Agreement, titled “UNDERGROUND RIGHT OF WAY EASEMENT,” by and between Box Elder County, as Grantor, and Rocky Mountain Power, as Grantee, in substantially the form attached to this resolution as Appendix A, is hereby approved.

SECTION 2: Authorization to Execute and Deliver. The Chair of the County Commission is authorized and directed to execute and deliver the Agreement and other documents necessary or desirable to effectuate the purposes of this Resolution. The County Clerk

is authorized to attest and affix the County seal to the Agreement and related documents, and to maintain the official records pertaining thereto. The County Attorney is authorized to approve the final form of the Agreement and ancillary documents as to legal form and to take actions necessary to implement and enforce the Agreement.

SECTION 3: Recording and Implementation. The County Recorder is authorized and directed to cause the Agreement and any necessary memoranda or plats to be recorded in the official records of Box Elder County, and to coordinate with the Grantee regarding any exhibits, legal descriptions, or ancillary documents consistent with the Agreement.

SECTION 4: Ratification. All actions previously taken by any County officials, employees, agents, or representatives in connection with the negotiation, review, and preparation of the Agreement and related documents are hereby ratified, approved, and confirmed.

SECTION 5: Severability. If any provision of this Resolution is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and shall be construed to effectuate the intent of the County Commission.

SECTION 6: Effective Date. This Resolution shall take effect upon adoption, unless otherwise provided by law or specified herein.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 25th day of June, 2026, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Bingham Voting aye

Commissioner Perry Voting aye

Commissioner Vincent Voting aye

[Signature]
Box Elder County Commission - Chair



Attest

[Signature]
Marla Young

Box Elder County Clerk

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

On this 25th day of June, 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, 2026



Marla R Young
Notary Public

**RESOLUTION AUTHORIZING BOX ELDER COUNTY PICK-UP OF TIER 2 PUBLIC SAFETY EMPLOYEE
RETIREMENT CONTRIBUTIONS**

WHEREAS, the Governing Body of Box Elder County, Utah, is the proper authority to authorize the pick-up of Tier II Public Safety employee retirement contributions; and

WHEREAS, the Governing Body of Box Elder County, Utah employs employees who are eligible for and participate as members in the Public Safety and Firefighter Tier II Contributory Retirement System administered by the Utah Retirement Systems; and

WHEREAS, in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions; and

WHEREAS, Box Elder County desires to formally pick up a portion of the employee contributions required to be paid under Subsection 49-23-301(2)(c), as enacted in S.B. 56, Public Safety and Firefighter Tier II Retirement Enhancements (2020 General Session) and modified by S.B. 140, Utah Retirement System Amendments (2024 General Session), for all County employees participating in the Public Safety and Firefighter Tier II Contributory Retirement System; and

WHEREAS, the Governing Body of Box Elder County, Utah is duly authorized to take this formal action on behalf of the county as a participating employer in the Utah Retirement Systems:

NOW, THEREFORE, be it resolved that the Governing Body of Box Elder County, Utah, declares that beginning July 1, 2026, the county shall prospectively pick up and pay required employee contributions for all county employees who are members of the Public Safety and Firefighters Tier II Contributory Retirement System, subject to maximum of 5.98% of compensation for each employee (an increase of 1.25% per employee in July 2026).

BE IT FURTHER RESOLVED that the picked up contributions paid by the employer, even though designated as employee contributions for state law purposes, are being paid by the county in lieu of the required employee contributions.

BE IT FURTHER RESOLVED that picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Utah Retirement Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

BE IT FURTHER RESOLVED that the picked up contributions are a supplement and not a salary reduction to the county employees who are eligible for and participating members in the Public Safety and Firefighter Tier II Contributory Retirement System.

BE IT FURTHER RESOLVED that from and after the date of this pick up, a county employee may not have a cash or deferred election right with respect to the designated employee contributions,

including that the employees may not be permitted to opt out of the pick up and may not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the county on behalf of its employees to the Utah Retirement Systems.

RESOLVED ADOPTED AND ORDERED this 25 day of June 2026.

GOVERNING BODY
BOX ELDER COUNTY, UTAH

ATTEST:
By: 
APPROVED AS TO FORM:
By: 