

**MINUTES
BOX ELDER COUNTY COMMISSION
JULY 07, 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 4:45 p.m. on **July 07, 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 4:50 p.m.

The regular session was called to order by Chairman Vincent at 5:00 p.m. with the following members present, constituting a quorum:

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

The prayer was offered by Commissioner Bingham.
The Pledge of Allegiance was led by Fire Marshal Kevin Lloyd.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JUNE 10, 2026 AND JUNE 25, 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

There were no Administrative Review items discussed.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Issues discussed.

ARPA/LATCF

There were no ARPA/LATCF items discussed.

AUDITOR'S OFFICE

Larson and Co Financial Audit 2025 Presentation-Shirlene Larsen

Auditor Shirlene Larsen stated the 2025 Independent Audit has been completed. She introduced John Haderly from Larsen and Co to present the audit.

John Haderly reviewed the reports that are required. He stated the audit process went smoothly and he appreciates the help from the staff. He said the financial statements are materially correct. He said they look at internal controls, document processes, cash management, federal grants, URS, Justice Courts, restricted taxes, government fees, public treasurer bonds and budgetary compliance. He talked about the fraud risk assessment and how it can help the Commissioners to know how the county is doing and how to mitigate risk. He reported there was no material weakness or significant deficiencies. There were no repeat findings.

PUBLIC HEARING

Public Hearing on Proposed Agricultural Protection Area in the Tremonton area of Unincorporated Box Elder County-Marla Young

Clerk Marla Young explained that this Ag Protection Area was applied for in March and had five parcels, but four of the parcels were in an unzoned area. Those parcels were not put into the Ag Protection Area. The resolution will include one parcel containing approximately 12.01 acres. Everything has been properly noticed and letters were mailed to the appropriate neighboring landowners.

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

DeAnna Hardy of Brigham City stated that in the preamble it says “Grateful to Almighty God for life and liberty. We the people in order to secure and perpetuate the principles of free government to ordain and establish this Constitution.” She said in article 1 section 1 it states that men have the inherent and inalienable right to enjoy and defend their lives and liberties to acquire, possess, and protect property. It tells us that we, who are already property owners, have protection. The government is usurping power that they do not have. The people have the right to alter or reform their government as public welfare may require. She said the people elected them as their representatives to watch over us to make sure that our property rights are being protected. Each of them should be following the Constitution and stand up against the ag protection areas.

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

ATTACHMENT NO. 2 - Attendance Sheet

CLERK'S OFFICE

Resolution #26-22 Approving the Proposal for Agricultural Protection Area in the Tremonton Area-Marla Young

MOTION: Commissioner Bingham made a motion to approve Resolution #26-22. 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. 3 - Resolution #26-22

COMMISSIONERS

Requesting a Fee Waiver for the Fine Arts Building at the Fairgrounds for the Special Olympics-Kayla Bingham

Kayla Bingham and Matt Rowley asked for a fee waiver to use the Fine Arts Building at the fairgrounds to host a meet and greet for the Special Olympics. Kayla gave her history of joining the organization. She said she was approached in April to take on the sports aspect. Her goal is to take the program and revamp it as the program has not been functioning properly. She has a son with special needs. There are 1,600 children in our county that are eligible for the program. She showed the Commission photos and presented a proposal for the program. She stated the meet and greet is planned for July 23, 2026 and they will need to use the building for two hours. They stated they have liability insurance.

Commissioner Perry stated they are in the process of creating a policy for covering costs. It is not in place at this point. He said in the future, there may be a cost.

MOTION: Commissioner Perry made a motion to approve the fee waiver for the Fine Arts Building at the fairgrounds for the Special Olympics. 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.

Indigent Burial for Craig Purser with Myers Mortuary-Chrisee Bennett

Commission Secretary Chrisee Bennett stated they have received a request for an indigent burial through Myers Mortuary for Craig Purser.

MOTION: Commissioner Perry made a motion to approve the indigent burial for Craig Purser through Myers Mortuary. 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.

Annual CEO Board Report and Request-Shawn Milne

Shawn Milne with BRAG gave an overview of the 2026 CEO Board and grants. He reported that GOEO's name has been changed back to GOED. He explained the CEO Board advises how to appropriate rural grant money. He stated they use grant monies towards the departmental costs, small business pass through grants, infrastructure grants, water, sewer, broadband, and the Box Elder Chamber of Commerce Dashboard. He updated the Commission on the CEO Board leadership. He stated Stephanie Tugaw Madsen is the Chair and Ginger Chin is the Vice Chair. There are a couple of vacancies. GOED has a new rule that someone who can vote on the recommendations of the board should be on the board. Tyler Vincent was nominated by the board to be that appointee. The appointments will come at a later meeting. The administrative rules also ask for a formalized contract with BRAG. He will present that contract to the Commissioners before September 1, 2026. At the recent CEO board meeting they approved a process of an online grant application for small business grants. He spoke briefly about opportunity zones which may receive tax deferral for capital investments and only 37 zones will be chosen throughout the state. He has submitted for two areas located in Brigham City.

Appoint Michael Nelson to the BESO Merit Commission-Commissioners

Commissioner Perry stated Danny Earl has served for about two years on the Box Elder Sheriff Office Merit Commission and has resigned. He thanked him for his service. He presented Michael Nelson, former Brigham City Chief of Police, to serve the remainder of Danny Earl's term.

MOTION: Commissioner Perry made a motion to appoint Michael Nelson to serve the remainder of Danny Earl's term on the BESO Merit Commission. 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.

Consideration of Approval of Horse Walker Use Agreements #26-30 at the Box Elder County Fairgrounds-Commissioners

Deputy Attorney Anne Hansen stated they have two residents that have chosen to enter into private Horse Walker Use Agreements at the fairgrounds. The agreements add safety measures, and the requirement to remove them before the fair. The agreement is on a month to month basis.

MOTION: Commissioner Perry made a motion to approve Agreement #26-30. 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.

MOTION: Commissioner Perry made a motion to approve Agreement #26-31. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 4 - Agreement #26-30

ATTACHMENT NO. 5 - Agreement #26-31

COMMUNITY DEVELOPMENT

Jensen Zoning Map Amendment MU-160 to RR-5-Scott Lyons

Community Development Director Scott Lyons stated they received a request from the Jensen family in the Mantua area requesting to rezone 96 acres from the MU-160 to RR-5. It went before the Planning Commission in April and was tabled to go through the annexation process through Mantua. The annexation was denied. The Planning Commission recommended denial in their June meeting because there is not adequate roadway for more homes to be built on the existing road, and it would not constitute general orderly development of the county. There are properties around the proposed area that are rural residential or just mountain property. The zones are either MU-160 or RR-5. The properties that are zoned RR-5 are on Willard Peak Road. He reviewed the standards.

MOTION: Commissioner Perry made a motion to follow the recommendation of the Planning Commission and deny the rezone request. 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.

Ordinance #657 - Zoning Map Amendment - Unzoned to Mining Zone-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #657 is a rezone request from unzoned to the MG-EX zone. The property is just off exit 12 near Snowville. It consists of five separate parcels and approximately 861 acres. The surrounding area is all being used for agriculture and is all currently unzoned. The reason the applicant is requesting the zone change is because it is a gravel operation. It is not allowed in the unzoned area. A public hearing was held at the Planning Commission meeting and two spoke about it but were not opposed. The

Planning Commission did request that when it comes time for the conditional use permit that the permit limits them to using exit 12 and the interstate as their access. There is a smaller county road that touches the property, but it is not in any sort of condition to handle increased loads and traffic. The request meets the standards of approval and the Planning Commission has recommended approval.

MOTION: Commissioner Perry made a motion to approve Ordinance #657 with stipulations from the Planning Commission. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 6 - Ordinance #657

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

Chairman Vincent reviewed the guidelines for public comment period.

DeAnna Hardy of Brigham City stated the Box Elder Committee of Liberty wants to remind the Commissioners of our history. The people had to attend church/synagogue to hear the scriptures being read to them by a priest. When the reformers came along and translated the scriptures into English and other languages, the people would read the Bible secretly because if they were caught, they would be put in prison or killed. The people recognized that the state run church was not like the church in the Bible. The people fled their countries and came to America because of religious persecution. The government is not to intrude on religion. The teaching and reading of the scriptures was critical because illiterate citizens could not read and judge laws of the colony against the Bible. Civil leaders might pass evil laws without opposition from the people, which would allow the rise of both tyrannical and oppressive leaders and policies. We have the rise of both tyrannical and oppressive leaders and policies. Our state controlled public schools are like the state government run church. The knowledge of both scriptures and the science of government are critical for the liberty of the people.

Bridgette Cottam of Brigham City stated it has been 64 days since you yelled at people 'For hell sakes, grow up' and the people haven't received a public apology. The people haven't forgotten and they are still waiting for the basic respect this community deserves. If you want this community to trust your decisions, you need to start treating them with respect and not contempt.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 129966 through 130040 in the amount of \$1,556,709.02 with voided claim numbers 129362 and 129891 and claim numbers 130041 through 130082 in the amount of \$1,138,298.03.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Type of Change:	Effective Date:
BUNDERSON, MICHAEL	SHERIFF'S OFFICE	COMPENSATION CHANGE	7/8/2026
HAMMER, NATHAN	IT DEPARTMENT	COMPENSATION CHANGE	7/8/2026
DEGOEY, DALE	SHERIFF'S OFFICE	VOLUNTEER	7/7/2026
FALLETTA, SUZANNE	JUSTICE COURT	COMPENSATION CHANGE	7/5/2026
GERHARDT, CHRISTINE	SHERIFF'S OFFICE	COMPENSATION CHANGE	7/14/2026
BURNETT, MICHAEL	ROAD DEPARTMENT	COMPENSATION CHANGE	7/12/2026
SHANDREW, JOSHUA	BOOKMOBILE	COMPENSATION CHANGE	7/27/2026

CLOSED SESSION

There was not a closed session.

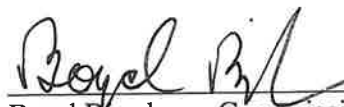
ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 6:03 pm.

ADOPTED AND APPROVED in regular session this 22nd day of July 2026.

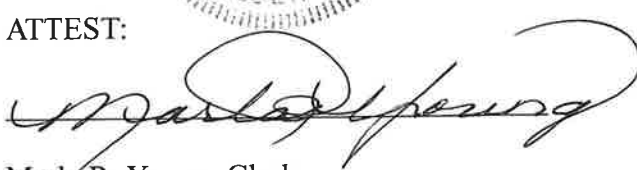

Tyler Vincent, Chairman


Lee Perry, Commissioner


Boyd Bingham, Commissioner



ATTEST:


Marla R. Young, Clerk



COUNTY COMMISSION MEETING

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

Tuesday, July 07, 2026 at 5:00 PM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Tuesday July 7, 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 5:00 P.M.

- A. Invocation Given by: Commission Bingham
- B. Pledge of Allegiance Given by: Fire Marshal Kevin Lloyd
- C. Approve Minutes from June 10, 2026 and June 25, 2026

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA/LATCF

7. AUDITOR'S OFFICE

- A. 5:08 Larson and Co Financial Audit 2025 Presentation-Shirlene Larsen

8. PUBLIC HEARING

- A. 5:18 Public Hearing on Proposed Agricultural Protection Area in the Tremonton area of Unincorporated Box Elder County-Marla Young

9. CLERK'S OFFICE

- A. 5:28 Resolution #26-22 Approving the Proposal for Agricultural Protection Area in the Tremonton Area-Marla Young

10. COMMISSIONERS

- A. 5:30 Requesting a Fee Waiver for the Fine Arts Building at the Fairgrounds for the Special Olympics-Kayla Bingham
- B. 5:35 Indigent Burial for Craig Purser with Myers Mortuary-Chrisee Bennett
- C. 5:37 Annual CEO Board Report and Request-Shawn Milne

- D. 5:47 Appoint Michael Nelson to the BESO Merit Commission-Commissioners
- E. 5:49 Consideration of Approval of Horse Walker Use Agreements #26-30 at the Box Elder County Fairgrounds-Commissioners

11. COMMUNITY DEVELOPMENT

- A. 5:51 Jensen Zoning Map Amendment MU-160 to RR-5-Scott Lyons
- B. 5:53 Ordinance #657 - Zoning Map Amendment - Unzoned to Mining Zone-Scott Lyons

12. 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.

13. WARRANT REGISTER

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

15. CLOSED SESSION

16. ADJOURNMENT

Prepared and posted this 2nd day of July, 2026. Mailed to the Box Elder News Journal and the Leader on the 2nd of July, 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 5:00 p.m.



Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.

PUBLIC HEARING

EVENT : Stephens Agricultural Protection Area

DATE : July 7, 2026

NO

NAME

- 1 Chrisee Bennett
- 2 DeAnna Hardy
- 3 Shara Lann Stephens
- 4 Lynnette Crockett
- 5 Shirlene Lann
- 6 Shan Lann
- 7 J. Stander
- 8 Kevin Lott
- 9 Kerison Piser
- 10 C. Palmer
- 11 L Blanchard
- 12 Marc Mucet
- 13 Devin McFarland
- 14 Scott Lyons
- 15 ALAN WILLIAMS
- 16 Anne Hansen
- 17 Brigitte Cottam
- 18 Kaitlyn
- 19 Shawn Milne

20

21

22

23

24

25

RESOLUTION NO. 26-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BOX ELDER COUNTY, UTAH APPROVING A PROPOSAL TO CREATE AN AGRICULTURE PROTECTION AREA WITH MODIFICATIONS.

The Board of Commissioners of Box Elder County, Utah as the county legislative body of Box Elder County, Utah, referred to herein as the "County Commission" recite the following as the basis for adopting this Resolution:

- A. A proposal was filed by a landowner or landowners that a total of 40.38 acres of land in agriculture production located in Box Elder County be established and created as an agriculture protection area.
- B. Notice of the filing of the proposal was published pursuant to UCA Section 17-81-302 and all proposals for modification and objections were received by the County Commission.
- C. The County Commission referred the proposal and all proposed modifications and objections to the Box Elder County Agriculture Protection Area Advisory Board and the Box Elder County Planning Commission. Reports from each of these boards were received and reviewed by the County Commission.
- D. The County Commission conducted a public hearing pursuant to notice as required by UCA Section 17-81-204 and received public comment from all persons who appeared at the public hearing and spoke in favor or against the proposal, any proposed modifications to the proposal or the recommendations of the Advisory Board and the Planning Commission
- E. The County Commission has considered all of the reports, comments and information provided to it and has considered whether the land within the proposed agriculture protection area is currently being used for agriculture production, whether the land is zoned for agriculture use, whether the land is viable for agriculture production, the extent and nature of existing or proposed farm improvements and anticipated trends in agricultural and technological conditions that might affect the proposed agriculture protection area.
- F. The County Commission has considered and accepts the Planning Commission's recommendation that only 12.01 acres of the proposed 40.38 acres be included in the proposed agriculture protection area.

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

Section 1. Agriculture Protection Area Created. The following land is hereby created and established as an agriculture protection area pursuant to Utah Code Annotated Title 17, Chapter 81:

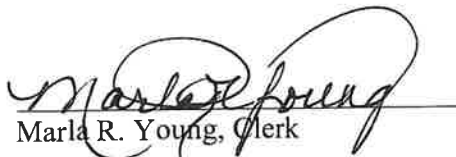
(See Attachment A)

Section 2. Notice of Creation of Agriculture Protection Area. The Box Elder County Clerk shall maintain on file a copy of this Resolution within ten days from the adoption of this Resolution in order to give constructive notice of the existence of this agriculture protection area as provided in Utah Code § 17-81-204(4). The Box Elder County Clerk shall also provide a copy of this Resolution to the Box Elder County Planning Commission within ten days from the date hereof. The Box Elder County Clerk is further ordered to send a copy of this Resolution, with the stamp of the County Clerk of deeds, to the Utah Commissioner of Agriculture within ten days after recordation of this Resolution.

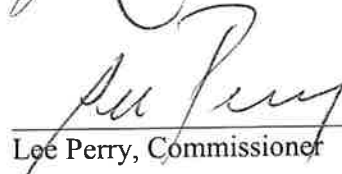
Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

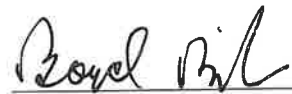
PASSED AND ADOPTED this 7th day of July, 2026.




Marla R. Young, Clerk


Tyler Vincent, Chairman


Lee Perry, Commissioner


Boyd Bingham, Commissioner



Acknowledgment

State of Utah)

County of Box Elder^s

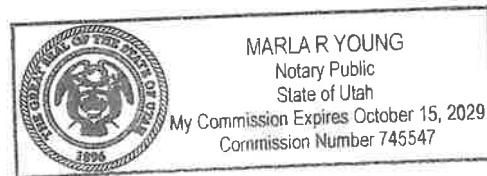
On this 7th day of July, in the year 2026, before me, Marla R. Young a notary
date month year notary public name

public, personally appeared Tyler Vincent, Boyd Bingham
Lee Perry
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.

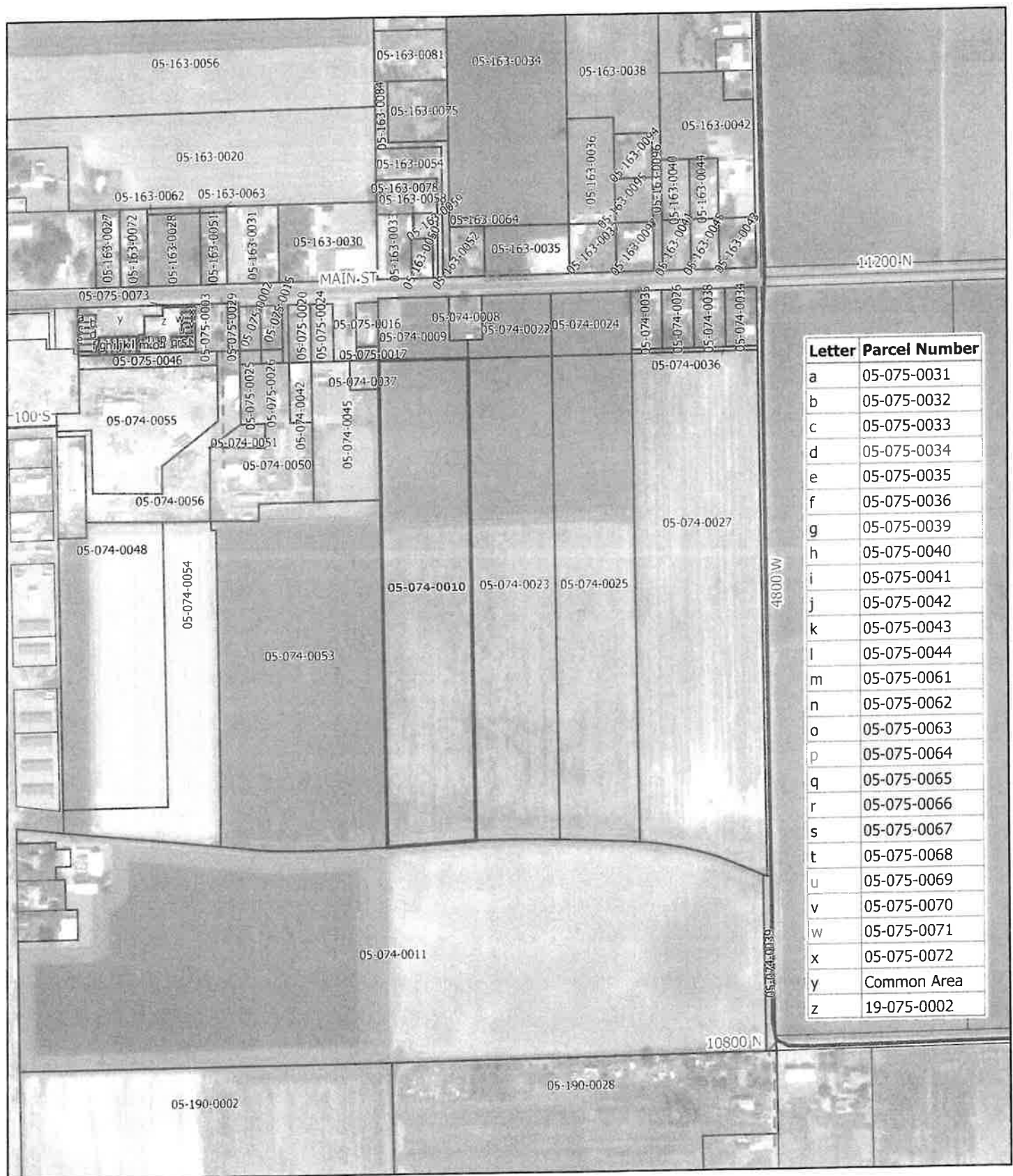
Witness my hand and official seal.

Marla R. Young
(notary signature)



(seal)

Stephens Proposed Ag Protection Area



Letter	Parcel Number
a	05-075-0031
b	05-075-0032
c	05-075-0033
d	05-075-0034
e	05-075-0035
f	05-075-0036
g	05-075-0039
h	05-075-0040
i	05-075-0041
j	05-075-0042
k	05-075-0043
l	05-075-0044
m	05-075-0061
n	05-075-0062
o	05-075-0063
p	05-075-0064
q	05-075-0065
r	05-075-0066
s	05-075-0067
t	05-075-0068
u	05-075-0069
v	05-075-0070
w	05-075-0071
x	05-075-0072
y	Common Area
z	19-075-0002

**BOX
ELDER
COUNTY**

6/29/2026

Scale: 1:5,500



 Stephens Ag Protection Roads

☐ Parcels within 1,000 ft

Tax Parcels

Roads

Federal

State

~~County A~~ County B

County D

City

Private

Stephens Agricultural Protection Area Legal

05-074-0010

BEGINNING AT A POINT 33 FT S & 1320 FT W OF NE CORNER OF NW/4 OF SEC 12, T 11N, R 03W, SLM. THENCE SOUTH 1862.7 FT; N 88°44'00" E 312 FT; NORTH 1722 FT; WEST 61.7 FT; NORTH 150 FT; WEST 250 FT TO BEG.
EXC 1.14 ACS INSIDE CITY.

C3A- 26-30

BOX ELDER COUNTY FAIRGROUNDS HORSE WALKER USE AGREEMENT

This Horse Walker Use Agreement ("Agreement") is entered into by and between Box Elder County, a political subdivision of the State of Utah ("County"), and Scott Warr ("User"), effective as of _____, 2026.

1. TERM

This Agreement shall commence on the effective date above and continue on a month-to-month basis unless terminated in accordance with this Agreement. County authorization for the placement and use of horse walkers is temporary, discretionary, revocable, and subject to reassessment at any time. Nothing herein creates any expectation of continued or permanent approval.

2. REVOCABLE LICENSE / NO PROPERTY INTEREST

County grants User a revocable, non-exclusive license to place and operate personally owned horse walker equipment ("Equipment") at the Box Elder County Fairgrounds ("Fairgrounds") in a location approved by County.

This Agreement does not constitute a lease, tenancy, easement, or conveyance of any real property interest. County retains full control over the Fairgrounds and may require relocation, operational restrictions, shutdown, or removal of Equipment at any time, with or without cause.

3. MONTHLY FEES

User shall pay County ~~\$50.00~~ ^{350.00} per month per horse walker, due in advance on or before the first (1st) day of each month.

Payments not received within five (5) days of the due date may incur a \$10.00 late fee and interest at 1.5% per month on unpaid balances. Failure to pay constitutes a material breach of this Agreement. County reserves the right to modify fees upon thirty (30) days written notice.

4. PERMITTED USE

User may use the Equipment solely for personal equine exercise purposes. Commercial use, subleasing, or use by third parties is prohibited without prior written approval from County.

User shall operate the Equipment in a safe and controlled manner at all times and shall comply with all Fairgrounds rules, policies, and operational directives.

5. INSTALLATION, MAINTENANCE, AND SAFETY REQUIREMENTS

User is solely responsible for the installation, maintenance, repair, condition, and safe operation of the Equipment.

As a material condition of this Agreement, User shall

- Promptly repair unsafe or damaged covers, panels, or mechanical components.

- Maintain all covers in a properly secured condition;
- Install and maintain fencing or barriers reasonably sufficient to prevent unauthorized public access;
- Maintain the surrounding area in a clean and safe condition; and
- Reimburse County for damage to County property beyond ordinary wear and tear.

Fence type, location, and installation are subject to County approval.

6. COUNTY INSPECTION AND APPROVAL

Prior to operation, User shall obtain approval from the County Risk Manager or designee confirming that required repairs, fencing, and safety measures have been completed.

County may inspect the Equipment and surrounding area at any time. County may immediately suspend operation if unsafe or noncompliant conditions exist.

7. REMOVAL FOR COUNTY FAIR

All horse walkers and associated equipment must be fully removed from the Fairgrounds no later than August 1 of each year unless otherwise authorized in writing by County.

User is solely responsible for all costs associated with removal, storage, transportation, and reinstallation. Failure to timely remove Equipment constitutes a material breach and authorizes County to remove and store Equipment at User's sole risk and expense.

8. ASSUMPTION OF RISK

User knowingly and voluntarily assumes all risks associated with livestock activities, operation of the Equipment, use of the Fairgrounds, and the acts or omissions of persons or animals, including risks of injury, death, theft, loss, or property damage.

9. RELEASE, WAIVER, AND INDEMNIFICATION

To the fullest extent permitted by law, User releases, waives, and discharges County and its officers, employees, agents, volunteers, and representatives from any and all claims arising from or related to User's use of the Fairgrounds, the Equipment, livestock activities, or any injury, death, theft, loss, or property damage.

User shall indemnify, defend, and hold harmless County from and against all claims, liabilities, damages, losses, costs, expenses, and attorney fees arising from or related to User's activities, Equipment, livestock, guests, invitees, agents, contractors, or violations of law.

This obligation includes an immediate duty to defend upon tender by County using counsel acceptable to County.

10. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall be construed as a waiver of any immunity, limitation of liability, defense, or protection available to County under the Utah Governmental Immunity Act or other applicable law.

11. INSURANCE

User shall maintain throughout the term of this Agreement commercial general liability or equine liability insurance with minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate.

Coverage shall include livestock/equine activities and contractual liability. Box Elder County and its elected officials, employees, agents, and volunteers shall be named as additional insureds.

Insurance shall be primary and non-contributory with County coverage. Certificates of insurance and endorsements shall be provided prior to operation and upon renewal.

12. SECURITY AND RESPONSIBILITY FOR EQUIPMENT

User acknowledges that the Fairgrounds are not secured facilities and County is not responsible for theft, vandalism, loss, or damage to Equipment or personal property.

13. ASSIGNMENT

This Agreement is personal to User and may not be assigned, transferred, sublicensed, or shared without prior written approval from County.

14. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice.

County may immediately terminate this Agreement for nonpayment, unsafe conditions, failure to maintain insurance, violation of Agreement terms, interference with Fairgrounds operations, or any conduct creating unreasonable liability exposure.

Upon termination, User shall immediately remove all Equipment and restore the premises.

15. NOTICE

Notices under this Agreement shall be in writing and personally delivered or sent by certified mail to the following addresses:

Box Elder County
320 North 1000 West
Tremonton, Utah 84337

User Address

10448 N 11750 W Thatcher, UT 84337

16. SEVERABILITY

If any provision of this Agreement is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Utah. Venue for any dispute shall lie exclusively in the First Judicial District Court in Brigham City, Utah.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or understandings relating to the subject matter herein. Any modification must be in writing and signed by both parties.

USER:

Name Scott Warr
Signature [Signature]
Date 6-29-26

BOX ELDER COUNTY:

By [Signature]
Title County Commission Chair
Date 7-7-26

ATTEST:

[Signature]
Marla Young, County Clerk



BOX ELDER COUNTY FAIRGROUNDS HORSE WALKER USE AGREEMENT

This Horse Walker Use Agreement ("Agreement") is entered into by and between Box Elder County, a political subdivision of the State of Utah ("County"), and Ira Spencer ("User"), effective as of June 30, 2026.

1. TERM

This Agreement shall commence on the effective date above and continue on a month-to-month basis unless terminated in accordance with this Agreement. County authorization for the placement and use of horse walkers is temporary, discretionary, revocable, and subject to reassessment at any time. Nothing herein creates any expectation of continued or permanent approval.

2. REVOCABLE LICENSE / NO PROPERTY INTEREST

County grants User a revocable, non-exclusive license to place and operate personally owned horse walker equipment ("Equipment") at the Box Elder County Fairgrounds ("Fairgrounds") in a location approved by County.

This Agreement does not constitute a lease, tenancy, easement, or conveyance of any real property interest. County retains full control over the Fairgrounds and may require relocation, operational restrictions, shutdown, or removal of Equipment at any time, with or without cause.

3. MONTHLY FEES

User shall pay County \$350.00 per month per horse walker, due in advance on or before the first (1st) day of each month.

Payments not received within five (5) days of the due date may incur a \$10.00 late fee and interest at 1.5% per month on unpaid balances. Failure to pay constitutes a material breach of this Agreement. County reserves the right to modify fees upon thirty (30) days written notice.

4. PERMITTED USE

User may use the Equipment solely for personal equine exercise purposes. Commercial use, subleasing, or use by third parties is prohibited without prior written approval from County.

User shall operate the Equipment in a safe and controlled manner at all times and shall comply with all Fairgrounds rules, policies, and operational directives.

5. INSTALLATION, MAINTENANCE, AND SAFETY REQUIREMENTS

User is solely responsible for the installation, maintenance, repair, condition, and safe operation of the Equipment.

As a material condition of this Agreement, User shall:

- Promptly repair unsafe or damaged covers, panels, or mechanical components;

- Maintain all covers in a properly secured condition;
- Install and maintain fencing or barriers reasonably sufficient to prevent unauthorized public access;
- Maintain the surrounding area in a clean and safe condition; and
- Reimburse County for damage to County property beyond ordinary wear and tear.

Fence type, location, and installation are subject to County approval.

6. COUNTY INSPECTION AND APPROVAL

Prior to operation, User shall obtain approval from the County Risk Manager or designee confirming that required repairs, fencing, and safety measures have been completed.

County may inspect the Equipment and surrounding area at any time. County may immediately suspend operation if unsafe or noncompliant conditions exist.

7. REMOVAL FOR COUNTY FAIR

All horse walkers and associated equipment must be fully removed from the Fairgrounds no later than August 1 of each year unless otherwise authorized in writing by County.

User is solely responsible for all costs associated with removal, storage, transportation, and reinstallation. Failure to timely remove Equipment constitutes a material breach and authorizes County to remove and store Equipment at User's sole risk and expense.

8. ASSUMPTION OF RISK

User knowingly and voluntarily assumes all risks associated with livestock activities, operation of the Equipment, use of the Fairgrounds, and the acts or omissions of persons or animals, including risks of injury, death, theft, loss, or property damage.

9. RELEASE, WAIVER, AND INDEMNIFICATION

To the fullest extent permitted by law, User releases, waives, and discharges County and its officers, employees, agents, volunteers, and representatives from any and all claims arising from or related to User's use of the Fairgrounds, the Equipment, livestock activities, or any injury, death, theft, loss, or property damage.

User shall indemnify, defend, and hold harmless County from and against all claims, liabilities, damages, losses, costs, expenses, and attorney fees arising from or related to User's activities, Equipment, livestock, guests, invitees, agents, contractors, or violations of law.

This obligation includes an immediate duty to defend upon tender by County using counsel acceptable to County.

10. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall be construed as a waiver of any immunity, limitation of liability, defense, or protection available to County under the Utah Governmental Immunity Act or other applicable law.

11. INSURANCE

User shall maintain throughout the term of this Agreement commercial general liability or equine liability insurance with minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate.

Coverage shall include livestock/equine activities and contractual liability. Box Elder County and its elected officials, employees, agents, and volunteers shall be named as additional insureds.

Insurance shall be primary and non-contributory with County coverage. Certificates of insurance and endorsements shall be provided prior to operation and upon renewal.

12. SECURITY AND RESPONSIBILITY FOR EQUIPMENT

User acknowledges that the Fairgrounds are not secured facilities and County is not responsible for theft, vandalism, loss, or damage to Equipment or personal property.

13. ASSIGNMENT

This Agreement is personal to User and may not be assigned, transferred, sublicensed, or shared without prior written approval from County.

14. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice.

County may immediately terminate this Agreement for nonpayment, unsafe conditions, failure to maintain insurance, violation of Agreement terms, interference with Fairgrounds operations, or any conduct creating unreasonable liability exposure.

Upon termination, User shall immediately remove all Equipment and restore the premises.

15. NOTICE

Notices under this Agreement shall be in writing and personally delivered or sent by certified mail to the following addresses:

Box Elder County
320 North 1000 West
Tremonton, Utah 84337

User Address:

1665 E Factory Garland Ut
84312

16. SEVERABILITY

If any provision of this Agreement is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Utah. Venue for any dispute shall lie exclusively in the First Judicial District Court in Brigham City, Utah.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or understandings relating to the subject matter herein. Any modification must be in writing and signed by both parties.

USER:

Name: Tracy Spencer

Signature: Tracy Spencer

Date: June 30, 2026

BOX ELDER COUNTY:

By: [Signature]

Title: County Commission Chair

Date: 7-7-2026

ATTEST:

[Signature]
Marla Young, County Clerk



ORDINANCE NO. 657

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING APPROXIMATELY 861.23 ACRES LOCATED IN THE SNOWVILLE AREA FROM UNZONED TO MG-EX (MINING, QUARRY, SAND & GRAVEL EXCAVATION ZONE).

WHEREAS, the applicant is requesting that the property described herein be zoned from Unzoned to MG-EX (Mining, Quarry, Sand & Gravel Excavation Zone); and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on June 18, 2026, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed rezone and amendment to the zoning map is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

WHEREAS, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the zoning map as has been requested; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on July 7, 2026 to review and discuss this proposed amendment; and

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

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

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

PARCEL 08-006-0052

THAT PT OF FOLLOWING LYING S OF I-80: BEG AT NE COR SEC 27 T14N R07W SLM, W 2339 FT TO PT 300 FT E FRM N/4 COR SD SEC, S48*25'W 80 FT, S60*35'W 1700 FT TO SPRING, S60*35'W 1607 FT M/L TO W/L SD SEC, S TO SW COR SD SEC, E TO SE COR SD SEC, N TO NE COR SD SEC TO BEG.

EXC: OF RES.

LESS: S/2 S/2 IN HANSEL VALLEY DISTRICT.

PARCEL 08-006-0055

THAT PART OF SEC 26 T14N R07W SLM LYING S OF I-80.

LESS: THE S/2 OF THE SW/4 (IN HANSEL VALLEY DISTRICT)

PARCEL 08-006-0065

THE S/2 OF THE SW/4 OF SEC 26 T14N R07W SLM.

LESS: RES.

PARCEL 08-006-0056

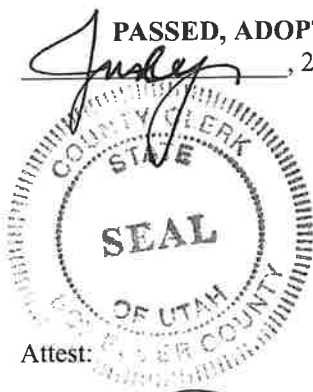
THAT PART OF SEC 25 T14N R07W SLM LYING SW OF US HWY 30S/I-84.

PARCEL 08-006-0079

THE SOUTHEAST QUARTER OF NORTHEAST QUARTER, NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 7 WEST, SLM.
LESS: FEDERAL HIGHWAY RIGHT OF WAY, I-84 AND FRONTAGE ROAD.

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

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 7th day of July, 2026, by the Board of County Commissioners of Box Elder County, Utah,



Attest:

Commissioner Bingham
Commissioner Perry
Commissioner Vincent

Voting Aye
Voting Aye
Voting Aye

[Signature]
Box Elder County Commission - Chair

[Signature]
Marla Young
Box Elder County Clerk

State of Utah)
).ss)

County of Box Elder)

On this 7th day of July, 2026, personally appeared before me, the undersigned notary public, Tyler Vincent, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commissioner for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires:

Oct. 15, 2029



MARLA R YOUNG
Notary Public
State of Utah

My Commission Expires October 15, 2029
Commission Number 745547

Marla R Young
Notary Public