

**MINUTES
BOX ELDER COUNTY COMMISSION
AUGUST 12, 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 **August 12, 2026**. The following members were present:

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

Excused: Marla R. Young Clerk.

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 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
Tammy Gibson	Deputy Clerk

Excused: Marla Young County Clerk.

The prayer was offered by Chairman Vincent.

The Pledge of Allegiance was led by Deputy County Attorney Glen Thurston.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

Mineral Lease Appointments- Commissioner Perry

Commissioner Perry stated mineral lease appointments will need to be on the next agenda.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management items discussed.

ARPA/LATCF

There were no ARPA/LATCF items discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Lieutenant Alexander Evans was nominated for employee recognition for more than 20 years of dedicated service to the Sheriff's Office and the people of Box Elder County. He is described as a leader who sees what needs to be done, takes responsibility for it, and works until it is handled.

The nomination highlighted his work on the agency-wide uniform transition, the new inmate phone system, and his leadership of the Honor Guard. He is also recognized for supporting employees, mentoring others, and helping build morale. Much of his work happens behind the scenes, but he consistently helps solve problems and supports those around him. His leadership is rooted in service, humility, and a true desire to see others thrive, making him highly deserving of the recognition.

AUDITOR'S OFFICE

Approval Update to Consolidated Fee Schedule Resolution #26-24-Shirlene Larsen

County Auditor Shirlene Larsen stated Resolution #26-24 is a consolidated fee schedule. It combines all county fees into one complete list and includes a few adjustments. She explained

putting the schedule together has been a big effort involving the Attorney's Office and all the county departments.

MOTION: Commissioner Perry made a motion to approve Resolution #26-24 the updates to the Consolidated Fee Schedule. 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- Agreement #26-24

COMMISSIONERS

BRAG Box Elder Services Update-Lucas Martin

Lucas Martin, Executive Director of the Bear River Association of Governments (BRAG), gave an overview of the services BRAG provides in Box Elder County. He said 619 households in the county received help through senior services, making up about 32% of the people served in the region. Senior programs also provided 81,656 meals, which was about 50% of all meals served across the region. BRAG helped 241 households with housing assistance and provided about \$1.2 million in housing support. Other programs helped residents with utility bills, home repairs, weatherization, transportation, and emergency housing. Martin said weatherizing homes can reduce energy costs by about 35%.

Overall, BRAG provided about \$2.3 million in services to Box Elder County. The county contributes about \$28,500, which he said results in about \$83 in services for every \$1 the county invests. He also reported about 4,400 people in Box Elder County live in poverty, with roughly 2,300 of those residents living in Brigham City. He also talked about programs that help people become more self-sufficient by providing help with budgeting, education, and finding better employment. He said the goal is not just to provide temporary help, but to help people move forward and eventually become less dependent on assistance.

Commissioner Bingham asked if there are programs available to help people who are struggling get back on their feet through education, job training, or other support.

Lucas Martin explained the Benefits Navigator program helps families with children become more self-sufficient by providing financial education and connecting them with education and employment resources. The goal is to help families move beyond being on government benefits and improve their financial situation. Currently, 10 of the 31 households receiving assistance are in Box Elder County, about 32% of the total.

Approval of Economic Development Contract #26-43 With BRAG-Shawn Milne

Shawn Milne, Economic Development Director with the Bear River Association of Governments (BRAG), explained Contract #26-43 is now required by the state and puts the county's economic development services through BRAG in writing. The contract outlines the work and how the grant funds will be used, with a report provided at the end of the year.

MOTION: Commissioner Perry made a motion to approve the Economic Development Contract #26-43 with BRAG. 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 -Economic Development Contract #26-43

BRAG FY27 Rural County Grant (RCG) Authorization-Shawn Milne

Shawn Milne, Economic Development Director with the Bear River Association of Governments (BRAG), gave an update on the county's economic development program. Box Elder County can receive up to \$200,000 a year through the Rural County Grant to support economic development. The CEO Board recommended continuing funding for small business grants, infrastructure improvements, and support for the local Chamber of Commerce. The small business grants would require businesses to match the county funding dollar for dollar. The money could be used for improvements such as parking, lighting, building facades, ADA improvements, and utility upgrades. An additional \$50,000 would be set aside specifically for utility improvements.

Commissioner Perry asked what would happen if businesses did not apply for the matching grants.

Shawn Milne said the CEO Board would recommend another use for the money. He added he would be surprised if Box Elder County did not receive four times more requests than the available funding.

MOTION: Commissioner Perry made a motion to approve BRAG FY 27 Rural Economic Grant Authorization. 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.

Utah Education Initiative Fall Extravaganza is Requesting a Fee Reduction and Facility Access for the Fine Arts Building at the Fairgrounds for the End of September-Marvin Hawkins

Robert Nelson, representing the Utah Education Initiative, asked the Commission to waive the rental fee for the Fairgrounds Fine Arts Building for an education and career event on September 23, 2026, from 5:00 p.m. to 8:00 p.m. The event will bring together more than 20 colleges, universities, and trade schools to help people learn about education and job opportunities. He said a similar event held 18 months ago had more than 550 people attend, and they expect an even larger crowd this year. The program is run by volunteers and is open to Box Elder County residents and anyone else interested in attending.

Commissioner Perry suggested that all setup be completed on the morning of September 23, 2026, since the event will not begin until 5:00 p.m. This would allow the group to reserve the building for only one day.

Fairgrounds Director Jan Rhodes stated the group would need to set up the tables and sweep up after the event.

Commissioner Bingham clarified there are no funds moving through this operation.

MOTION: Commissioner Bingham made a motion to waive the fee for September 23, 2026 for the Fine Arts Building for the Utah Education Initiative Fall Extravaganza. 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.

Agreement #26-44 to Terminate Contract for Mental Health Services Between Box Elder County and Bear River Mental Health Services, INC.-Commissioners

Commissioner Perry stated that Bear River Mental Health no longer exists under its former name. The organization changed its name effective July 1, 2026 so the county needed to formally terminate the existing contract.

MOTION: Commissioner Perry made a motion to approve contract #26-44 to terminate the contract between Box Elder County and Bear River Mental Health Services. 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 #26-44

Public Entity Affidavit to Receive Conveyance of Land-Glen Thurston

Deputy County Attorney Glen Thurston explained Bank of Utah owns a piece of property near I-84 that is actually located underneath a county road. The property had unpaid taxes, so the bank offered to give the property to the county. He stated the county needed to complete an affidavit to officially accept the property.

MOTION: Commissioner Bingham made a motion to approve the Public Entity Affidavit to Receive Conveyance of Land. 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.

Bear River High School Rodeo Club Requesting a Fee Waiver/Reduction for the Fairgrounds-Richelle Sorensen

Taycee Hipwell, vice president of the Bear River High School Rodeo Club, asked for a fee reduction on the cost of using the fairgrounds. She explained rodeo is an expensive sport because families pay for horses, feed, travel, equipment, entry fees, and veterinary care. She said a reduction would help make it easier for more students to participate. She also explained rodeos bring families to the area, where they spend money at local businesses.

Commissioner Perry asked what the tractor fee would be.

Fairgrounds Director Jan Rhodes explained the tractor fee would be \$50.00.

MOTION: Commissioner Perry made a motion to approve a 50% reduction in the Fairgrounds rental fees for the Bear River High School Rodeo Club. 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.

Northrop Grumman Fire Department Submits a Request for Proposal-Jim Hess

Fire Chief for the Northrop Grumman Fire Department, Jim Hess, asked the Commission to support the department's request to continue providing ambulance services at the Northrop Grumman facility. He explained changes in state law now require the county to approve who provides ambulance services in each area.

MOTION: Commissioner Perry made a motion to sign a letter of support for the Northrop Grumman Fire Department's Request for Proposal. 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.

Peach Days Schedule Change for Select County Buildings-Commissioners

Commissioner Perry proposed closing county offices at 3:00 p.m. on Friday September 11, 2026 for Peach Days. He explained parking around the county offices, DMV, County Attorney's Office, and courts becomes difficult because of the parade and other Peach Days activities. Closing early would allow employees to leave safely and make the parking areas available for the event.

MOTION: Commissioner Perry made a motion to approve the Peach Days schedule and close select county offices at 3:00 pm. 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.

Review of Victim Services Offered and Victim Demographics Through 1/26 - 6/26-Cheryl Burgan

County Victim Advocate Cheryl Burgan reviewed the Victim Services Report for January through June. She said the program helped 272 new victims during that time. The cases included domestic violence, child abuse, sexual assault, physical assault, fraud, and protective order violations.

She explained Victim Services helps people understand the legal process, stay informed about their cases, attend court hearings, prepare victim impact statements, and seek restitution. She said many victims do not understand the court process and may not have much support from family or friends. The program works with victims, prosecutors, law enforcement, and other agencies to make sure victims receive the help and information they need. She also reported completing 99 child forensic interviews during the six-month period.

Resolution #26-25 Consenting to the United States Fish and Wildlife Service's Acquisition of Utah State Lands for Use By and Within the Boundaries of the Bear River Migratory Bird Refuge-Stephen Hadfield

County Attorney Stephen Hadfield explained the state and the U.S. Fish and Wildlife Service are working on an agreement to transfer state-owned land to the Bear River Migratory Bird Refuge. The land has been used by the refuge for years, but there has been a dispute over who actually

owns it. The county must approve the transfer before it can move forward in the process. He said the land would continue to be used for the bird refuge regardless of who owns it.

MOTION: Commissioner Perry made a motion to approve Resolution #26-25 consenting to the U.S. Fish and Wildlife services acquisitions of the Utah State Lands for use of the Bear River Migratory Bird Refuge. 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 #26-25

COMMUNITY DEVELOPMENT

Review and Approval of the River Vista Subdivision Improvement Agreement #26-41-Scott Lyons

Community Development Director Scott Lyons explained agreement #26-41 for the River Vista Subdivision is a one-lot subdivision located near the Bear River City bridge. The property owner must put about \$15,400 into an escrow to make sure a water line and fire hydrant are installed for fire protection. Acme Water will provide the water service, and the property will use a septic system. When the water line and hydrant are installed and approved, the money will be returned to the property owner.

MOTION: Commissioner Perry made a motion to approve the River Vista Subdivision Improvement Agreement #26-41. 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- Agreement #26-41

The Box Elder County Planning Commission & Community Development Department Request Direction on Zoning the Unzoned Areas of Box Elder County-Scott Lyons

Community Development Director Scott Lyons explained the Planning Commission would like to address areas of Box Elder County that currently have no zoning. He said zoning would give property owners and communities more certainty about how land can be used and would support the county's General Plan, which calls for protecting agriculture. He said many residents do not realize they live in an unzoned area. This can cause confusion when businesses or other projects are proposed because uses that would not be allowed in an agricultural zone may be allowed in

an unzoned area. The Planning Commission wants to work on zoning these areas as flexible agricultural zones and educate residents about the changes.

Commissioner Perry directed staff to work with the Planning Commission on a proposal and bring it back to the County Commission for review.

Hawk Way Bench Subdivision Improvement Agreement #26-45-Scott Lyons

This item was canceled.

LANDFILL

Ordinance #665 Prohibiting the Use of Bicycles on Landfill Road-Karson Riser

Landfill Supervisor Karson Riser asked the Commission approve Ordinance #665, which would prohibit bicycles on the landfill road. He explained the road has heavy truck traffic, little shoulder space, and many bicyclists during the summer. This is creating a safety concern. The ordinance would apply from the bottom gate up the landfill road.

MOTION: Commissioner Perry made a motion to approve Ordinance #665 prohibiting the use of bicycles on the landfill road. 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 #665

WEED DEPARTMENT

Approve Todd Gibbs' Appointment to the County Weed Board-Wyatt Freeze

Wyatt Freeze with the County Weed Board stated they recommend Todd Gibbs to fill an open position on the board. He currently lives in the Portage area, farms there, and previously worked for the Utah Department of Transportation, as the Riverside road shed manager, giving him experience with noxious weeds.

MOTION: Commissioner Perry made a motion to appoint Todd Gibbs to the County Weed 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.

HUMAN RESOURCES

Several Human Resources Policy Updates-Jenica Stander

Human Resources Manager Jenica Stander presented policy changes for approval. Policy 29 creates a new county volunteer policy, and Section 2.7 of the existing policy will be removed. Under Policy 29, volunteers will only need to be approved every four years instead of annually. This applies to all county volunteers, including Fair volunteers. The policy also allows the HR Manager and Commission Chair to approve volunteers between Commission meetings, with the approvals ratified at the next meeting.

The next change is a new Road Department Wildfire Response On-Call Pay Policy. This policy allows Road Department employees to receive on-call pay when they are required to be available during fire season. These employees may be called to help build fire lines and support local fire departments. The fire season dates will follow those set by the State Fire Marshal.

MOTION: Commissioner Perry made a motion to approve the policy changes as they were presented. 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.

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 believes the federal government has grown beyond the powers intended by the founders. She said the Constitution was created to limit government power and protect individual liberty. She encouraged the Commission to consider the founders' original writings and the historical context when interpreting the Constitution. She quoted George Washington, by saying, "The Constitution is the guide which I never will abandon." She also raised concerns about the growth of federal programs, including Social Security, the Department of Education and federal health care.

Tony Pool of Brigham City spoke to the county's contract with Bear River Mental Health. He was concerned the county may continue using Bear River for substance abuse treatment. He said Bear River does not have sober living beds, while Beecon Recovery has 22 beds and provides treatment for addiction and mental health. He asked the Commission to consider Beecon

Recovery for the county's services. He said Beecon has a 63% success rate and a 37% rate of people returning to treatment or the system, and said he can provide proof of those numbers. He said Beecon could save the county money and help more people. He begged the Commission to take a serious look at what Beecon Recovery can do for this county, saying, these are human beings that deserve better than what they're getting.

JenniLynn McKinnon, a nurse and therapist with Beecon Recovery, said there is a need for both Bear River Behavioral Health and Beecon Recovery in the community. She said Bear River is overwhelmed and some people leaving prison are told they must wait 30 days for treatment, which can increase the risk of relapse. She asked the county to include Beecon Recovery in discussions about the contract so the two organizations can work together and provide more treatment options in the community.

Kaisie Pool with Beecon Recovery asked the Commission for answers about making Bear River Behavioral Health the only Medicaid treatment provider. She said patients and treatment centers were given only 19 days notice, and many believed they had to leave their current providers. She said the change caused disruptions, including a patient relapse. She questioned why other local providers, such as Beecon Recovery, were not considered and whether Bear River had enough capacity. She asked the county to consider using multiple qualified providers to better support people struggling with addiction.

Sydnee Forsgren-Meili of Box Elder County spoke against the use of Flock AI security cameras. She said there are already several cameras in Brigham City and she is concerned about how the cameras collect, store and share information about people. She said she has even changed her normal driving route to avoid being recorded.

She said people have a lower expectation of privacy while driving on public roads, but she believes that does not mean they should be tracked and monitored throughout the community. She raised concerns about the cameras being able to track vehicles, analyze information and potentially identify people. She argued that there are not enough laws in place to control what information private companies can collect or who can access it.

She asked the County Commission to consider banning Flock cameras in Box Elder County until stronger rules are in place. She said other cities and counties have already restricted or banned the cameras and she encouraged Box Elder County to do the same, saying, "We are not a 'Flock' to be herded, we are Americans who stand on freedom."

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 130282 through 130363 in the amount of \$865,787.04 with voided claim number 130245 and claim numbers 130243 through 130281 in the amount of \$213,675.27 with voided claim number 526261 and claim numbers 130168 through 130242 in the amount of \$848,299.09.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Type of Change:	Effective Date:
ANDERSON, MITCHEL	FAIR	VOLUNTEER	8/12/2026
ASTLE, PEGGY	FAIR	VOLUNTEER	8/12/2026
JOHN, DENISE	FAIR	VOLUNTEER	8/12/2026
KNAKAL, CAROL	FAIR	VOLUNTEER	8/12/2026
NICHOLAS, CINDY	FAIR	VOLUNTEER	8/12/2026
PAYNE, CINDY	FAIR	VOLUNTEER	8/12/2026
PEBLEY, JEREMY	FAIR	VOLUNTEER	8/12/2026
PETERSEN, FAYE	FAIR	VOLUNTEER	8/12/2026
ROSE, BRENT	FAIR	VOLUNTEER	8/12/2026
ROSE, JANET	FAIR	VOLUNTEER	8/12/2026
Buttler, Jonathan V	FAIR	VOLUNTEER	8/12/2026
Grover, Randy W	FAIR	VOLUNTEER	8/12/2026
King, Josh	FAIR	VOLUNTEER	8/12/2026
Munns, Chad Lee	FAIR	VOLUNTEER	8/12/2026
Stark, Tyrel Wade	FAIR	VOLUNTEER	8/12/2026
Udy, Boyd T	FAIR	VOLUNTEER	8/12/2026
KOTTER, HAYDEN	WEED DEPARTMENT	SEPARATION	8/13/2026
STEVENSON, TIFFANY	FAIRGROUNDS	REHIRE	8/26/2026
JOHNSON, WYLIE	ROAD DEPARTMENT	SEPARATION	8/6/2026
HANSEN, MITCHEL	ATTORNEY'S OFFICE	NEW HIRE	8/3/2026
HANSEN, MITCHEL	ATTORNEY'S OFFICE	CELL PHONE ALLOWANCE	8/3/2026

FARNES, DANIEL	AUDITOR'S OFFICE	COMPENSATION CHANGE	7/18/2026
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CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation.

MOTION: At 6:58 p.m. a motion was made by Commissioner Bingham to move into a closed session. The motion was seconded by Commissioner Perry and unanimously carried.

MOTION: At 7:17 p.m. a motion was made by Commissioner Bingham to reconvene into regular commission meeting. Commissioner Perry seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

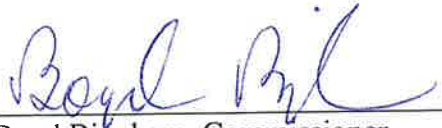
ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 7:19 p.m.

ADOPTED AND APPROVED in regular session this 2nd day of September 2026.


Tyler Vincent, Chairman


Lee Perry, Commissioner


Boyd Bingham, Commissioner

ATTEST:




Marla R. Young, Clerk



COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, August 12, 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 Wednesday August 12, 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: Chairman Vincent
- B. Pledge of Allegiance Given by: Sheriff Kevin Potter
- C. Approve Minutes from July 22, 2026

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA/LATCF

7. BOX ELDER COUNTY EMPLOYEE RECOGNITION

8. AUDITOR'S OFFICE

- A. 5:10 Approval Update to Consolidated Fee Schedule Resolution #26-24-Shirlene Larsen

9. COMMISSIONERS

- A. 5:12 BRAG Box Elder Services Update-Lucas Martin
- B. 5:22 Approval of Economic Development Contract #26-43 With BRAG-Shawn Milne
- C. 5:24 BRAG FY27 Rural County Grant (RCG) Authorization-Shawn Milne
- D. 5:29 Utah Education Initiative Fall Extravaganza is Requesting a Fee Reduction and Facility Access for the Fine Arts Building at the Fairgrounds for the End of September-Marvin Hawkins
- E. 5:34 Agreement #26-44 to Terminate Contract for Mental Health Services Between Box Elder County and Bear River Mental Health Services, INC.-Commissioners
- F. 5:36 Public Entity Affidavit to Receive Conveyance of Land-Glen Thurston

- G. 5:38 Bear River High School Rodeo Club Requesting a Fee Waiver/Reduction for the Fairgrounds-Richelle Sorensen
- H. 5:43 Northrup Grumman Fire Department Submits a Request for Proposal-Jim Hess
- I. 5:48 Peach Days Schedule Change for Select County Buildings-Commissioners
- J. 5:50 Review of Victim Services Offered and Victim Demographics Through 1/26 - 6/26-Cheryl Burgan
- K. 5:55 Resolution #26-25 Consenting to the United States Fish and Wildlife Service's Acquisition of Utah State Lands for Use By and Within the Boundaries of the Bear River Migratory Bird Refuge-Stephen Hadfield

10. COMMUNITY DEVELOPMENT

- A. 5:57 Review and Approval of the River Vista Subdivision Improvement Agreement #26-41-Scott Lyons
- B. 6:00 The Box Elder County Planning Commission & Community Development Department Request Direction on Zoning the Unzoned Areas of Box Elder County-Scott Lyons
- C. 6:05 Hawk Way Bench Subdivision Improvement Agreement #26-45-Scott Lyons

11. LANDFILL

- A. 6:07 Ordinance #665 Prohibiting the Use of Bicycles on Landfill Road-Karson Riser

12. WEED DEPARTMENT

- A. 6:09 Approve Todd Gibbs' Appointment to the County Weed Board-Wyatt Freeze

13. HUMAN RESOURCES

- A. 6:11 Several Human Resources Policy Updates-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 7th day of August, 2026. Mailed to the Box Elder News Journal and the Leader on the 7th of August, 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.

A handwritten signature in cursive script, reading "Marla R. Young". The signature is fluid and elegant, with the first name "Marla" being the most prominent part.

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. 26-24

**A RESOLUTION OF THE BOX ELDER COUNTY COMMISSIONERS AMENDING
THE CONSOLIDATED FEE SCHEDULE AS PREVIOUSLY ESTABLISHED BY
RESOLUTION 26-09.**

WHEREAS, the Legislative Body of Box Elder County has previously adopted, by ordinance, a consolidated fee schedule; and

WHEREAS, the Legislative Body further provided that amendments to the said fee schedule may be accomplished by resolution of the Legislative Body; and

WHEREAS, it is necessary to update said fee schedule in order to comply with laws of the State of Utah, meet cost increases to the County, or to better serve the community; and

WHEREAS, to do so will promote the health, welfare, safety and general well-being of the citizens and visitors of Box Elder County, and is in the best interest of the County.

NOW, THEREFORE, be it hereby resolved by the Board of County Commissioners of Box Elder County:

The Box Elder County Commission hereby adopts the amended Consolidated Fee Schedule attached hereto as *Exhibit A*, which has been amended in several places as outlined therein.

All other provisions of the fee schedule shall remain in full force and effect unless specifically amended.

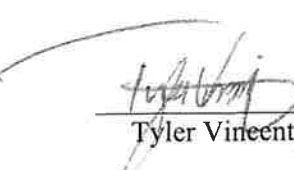
This resolution shall take effect immediately as allowed by law.

**PASSED AND ADOPTED THIS 12th DAY OF Aug 2026, BY THE BOARD OF COUNTY
COMMISSIONERS OF BOX ELDER COUNTY, UTAH.**

Attest:




Marla Young, County Clerk
Deputy County Clerk Tammy Gibson


Tyler Vincent, County Commission Chair

VOTE

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

Exhibit A

CONSOLIDATED FEE SCHEDULE	
GENERAL ADMINISTRATIVE FEES	
Credit/Debit Card Processing Fee	2.50% or \$1.50 (whatever is greater) per transaction - (except for Xpress Bill Pay)
Returned Check Fee	\$20.00 per check, after 15 days an additional \$35 fee may be also assessed if, after notification, the returned check is not covered.
Past Due Accounts Fee	\$10.00 initial late fee plus 1.5% per month past due
Accounts that are past due by 90 days or more shall be reviewed by the Auditor's Office and may thereafter be sent to collections. Any services associated with an account that is past due by 90 days or more shall be terminated. Any individual with an account that is past due by 90 days shall not be eligible to receive any future services, permits, or rentals until the balance is cleared	
GRAMA Fees:	
Records that require complication, redaction formatting, etc.	The Government Records Access and Management Act (GRAMA), § 63G-2-101 to 901 of the Utah Code, authorizes the County to charge a reasonable fee to cover the actual costs associated with complying with a records request. Such costs may include staff time, including but not limited to query searches and media charges. Prepayment is required if the County estimates the costs will exceed \$50.00, or if the requester has not paid for previous requests. The County may waive fees for fulfilling a GRAMA request under the circumstances described in § 63G -2-203 of the Utah Code. Fee waivers must be authorized by the County Commission. No charge will be made for the first quarter hour of staff time.
Copy Fees:	
Standard size, non-color white copies	\$0.50 per page
Standard size, color copies	\$1.00 per page
11x17, Black and White copies	\$1.00 per page
11x17, Color copies	\$2.00 per page
Other sizes	'Actual costs'
Certified documents	\$6.00 - plus copy fees
Faxing Delivery	\$1.00 per page

Electronic Delivery	\$5.00 per sent access (link or email)
Mailing Delivery	Actual cost of postage and shipping
CD, DVD, Flash Drive, or SD Memory Card	\$10.00 each or individual can provide a BRAND NEW, UNOPENED, SEALED, Flash drive to department to waive this fee

ASSESSOR	
Report Fee	\$100.00 plus \$0.05 per parcel fee
Tax Roll Copy	\$1,000.00

ATTORNEY	
Discovery Fees:	
Electronic Delivery	\$5.00 per sent access (link or email)
Printed Copy	\$5.00 plus copy fees
Citation (with notes)	Electronic delivery: free printed: copy fees
CD, DVD, or Flash Drive	\$10.00 each or individual can provide a BRAND NEW, UNOPENED, SEALED, Flash drive to department to waive this fee

AUDITOR	
Billing Late fee	\$10.00 initial late fee plus 1.5% per month past due
Tax Roll Copy	\$1,000.00

BOOKMOBLIE	
Late Book Fee (per item, per day)	\$0.05 – per day per item
Out of County digital access fee	\$25.00 – per patron, per year

BUILDING AND GROUNDS	
Inspections:	
Building Permit Fee	Adopt State ICC Fee Structure

Mobile Inspection	\$500.00
Solar Inspection	\$500.00
Generator/Battery	\$350.00
Pump	\$100.00
Meter Upgrade (Gas & Electric)	\$100.00
Hourly Rate over 50-mile Radius	\$100.00
Plan Review:	
Dwellings	50% of Building Permit Fee
Commercial	65% of Building Permit Fee
Misc.	50% of Building Permit Fee
Hourly Rate over 1 Hour Travel Time	\$100.00
Deposits:	
Dwellings	\$1,700.00
Commercial	\$2,500.00
State Fee	1% of Building Permit Fee

CLERK	
Business License:	
Construction	\$75.00 – plus \$1.00 for each employee not to exceed \$300 for entire fee
Contractors	\$75.00 – plus \$1.00 for each employee not to exceed \$300 for entire fee
Manufacturing (all fabrication goes under Manufacturing)	\$75.00 – plus \$1.00 for each employee not to exceed \$300 for entire fee
Transportation	\$75.00 – plus \$1.00 for each employee not to exceed \$300 for entire fee
Communication	\$75.00 – plus \$1.00 for each employee not to exceed \$300 for entire fee
Mining	\$75.00
Landfills	\$75.00
Recycling & Collection	\$75.00
Solicitors	\$70.00
Itinerant Merchants	\$70.00
Home Occupations	\$50.00
Agricultural Industry	\$40.00
Agriculture Protection Zone Fee	\$200.00 + postage
Services	\$65.00
Retail	\$65.00
Entertainment	\$65.00
Annexation Notice Fee	Postage + Supply Cost for mailing notice
Election Voter Data	
Countywide	\$100.00
3 rd Class City or below	\$50.00

Towns	\$15.00
Other:	
Certified Copies	\$7.00
Marriage License	\$50.00
Marriage Ceremony	\$40.00
Uncertified copy of Marriage License	\$2.00
Voter Registration Card	\$1.00
Passport:	
Passport Photo	\$15.00
Passport Book Age 16 and Older	\$165.00 (\$35 to county, \$130 to US Dept of State)
Passport Book Age 15 and Under	\$135.00 (\$35 to county, \$100 to US Dept of State)
Passport Card Age 16 and Older	\$65.00 (\$35 to County, \$30 to US Dept of State)
Passport Card Age 15 and Under	\$50.00 (\$35 to County, \$15 to US Dept of State)
Expedite Fees for Passport	\$60.00 – Add \$22.05 expedite fee to overnight
Passport Renewal (Adults Only)	\$130.00 (paid o US Dept of State)
Postal Overnight Fee	Current USPS rates

COMMUNITY DEVELOPMENT	
Administrative Conditional Use Permit Application	\$375.00
Administrative Interpretation Application	\$150
Boundary Line Adjustment Application	\$150
Business License Review Application	\$25
Change of Building Use Application	\$75
Conditional Use Permit Application	\$750
Engineering Review	\$150 administrative fee plus, \$500 engineering deposit plus final engineering cost
Floodplain Development Permit Application	\$175
General Plan Amendment Application	\$450.00
Hearing Officer Application (appeal/variance)	\$375
Major Ordinance Text Amendment (201 words or more) Application	\$1,250
Minor Ordinance Text Amendment (200 words or less) Application	\$375
Permitted Use Review Application	\$150
Sign Permit – Zone I Application	No Charge
Sign Permit – Zone II Application	\$25
Sign Permit – Zone III Application	\$375
Site Plan Review Application	\$750 plus Engineering Review
Special Event Permit Application	\$375
Subdivision: Agricultural Application	\$375
Subdivision: Amendment/Vacate Application	\$750 plus Engineering Review
Subdivision: Appeal Application	\$150 plus half of appeal consultant fee cost
Subdivision: Preliminary Approval Application	\$600 plus Engineering Review

Subdivision: Final Approval Application	\$750 plus Engineering Review
Subdivision: Small (3 lots or less) without improvements Application	\$750 plus Engineering Review
Temporary Use Permit Application	\$190
Vacate a County Road Application	\$750
Zoning Map Amendment Application	\$750

FAIRGOUNDS	
Non-profit use, approval required by County Commission, 50% less the total rate.	
Rent – Large Indoor Arena	\$70.00 per hour or \$600 per 10-hour day, Weekend/Holiday Rate \$750 per Day
Rent – Small Indoor Arena	\$40.00 per hour or \$350 per 10-hour day, Weekend/Holiday Rate \$438 per Day
Rent – Large Outdoor Arena	\$40.00 per hour or \$350 per 10-hour day, with Gate \$1,200 per 10-hour day, Weekend/Holiday Rate \$438 per Day or \$1500 with Gate
Rent – Small Outdoor Arena	\$40.00 per hour or \$350 per 10-hour day, Weekend/Holiday Rate \$438 per Day
Rent – Exhibit Hall #3	\$200.00 per day, Weekend/Holiday Rate \$250 per Day
Rent – Museum Bldg/Kitchen Facilities	\$25.00 per hour or \$150 per day, Weekend/Holiday Rate \$188 per Day
Rent – Auction Barn	\$40.00 per hour
Rent – Bandstand	\$40 per hour
Rent – Fine Arts Building	\$50.00 per hour or \$500 per 10-hour day, Weekend/Holiday Rate \$625 per Day
Rent – Overnight Stalls	\$20.00 per night
Rent – Monthly Tack Rent	\$30.00
Rent – Monthly Stall Rent	\$100.00
Food Trucks	\$50.00 per day to park at fairgrounds
Food-Vendors-use of kitchen	\$100 per day

****Weekends include Friday, Saturday and Sunday. Holidays are County-declared Holidays. This rate includes a 25% surcharge.**

FAIR	
Commercial Inside Booth	\$400
Commercial Outside Booth	\$325
Food Inside Booth Deposit	\$100

Food Outside Booth Deposit	\$50
Inside Food Booth	\$1,800
Outside Food Booth 12' x 12'	\$350
Food Booth – Steer Bldg	\$500
Rodeo Outside Food Booth 12' x 12'	\$250
Rodeo Enclosed East Side Booth and storage	\$1,000
20 amp additional electrical service for booths	\$50
Above 20 amp services for booths	\$125
Rodeo Family Ticket – Wednesday and Thursday	\$50
Rodeo Adult Ticket – Wednesday and Thursday	\$14
Rodeo Child Ticket – Wednesday and Thursday	\$8
Rodeo Senior/Military Ticket- Wednesday and Thursday	\$12
Rodeo Adult-Friday	\$18
Rodeo Child-Friday	\$12
Rodeo Senior/Military Ticket – Friday	\$16
Rodeo Adult - Saturday	\$20
Rodeo Child – Saturday	\$16
Rodeo Senior/Military Ticket – Saturday	\$18
Rodeo Queen Registration	\$25
Rodeo Box Seating Rows A-C	\$30
Rodeo Box Seating – Senior/Military Rows A-C	\$28
Rodeo Box Seating Rows D-F	\$25
Rodeo Box Seating- Senior/Military Rows D-F	\$23

<i>FIRE</i>	
Report Copies (for owner/occupant of damage property ONLY):	
Electronic copy	No charge
Printed copy	\$5.00 plus copy fees
Inspections:	
In-Home Residential Daycare (includes 1 in-person inspection)	\$50.00
Commercial Day Care (includes 1 in-person inspection)	\$100.00
Group Home (includes 1 in-person inspection)	\$100.00
Care, Nursing, Assisted Living, & Rehabilitation (includes 1 in-person inspection)	\$200.00
Miscellaneous Inspections (under 1-hour) (includes 1 in-person inspection)	\$200.00
Business Inspection (includes 1 in-person inspection)	\$100.00
Food Truck Inspection (includes 1 in-person inspection)	\$100.00

Re-Inspection (includes 1 in-person inspection)	Same as initial inspection charge
Specialized Permits:	
Fireworks Retail Sales (includes 1 in-person inspection)	\$350.00
Fireworks Display (includes 1 in-person inspection)	\$700.00
Paint Booth, Spray Booth, Dip Tank, Powder Coating Plan Review (includes 1 plan review)	\$75.00
Paint Booth, Spray Booth, Dip Tank, Powder Coating Permit (includes 2 in-person inspection)	\$200.00
Flammable/Combustible Liquid Tank installation (above ground) Plan Review (includes 1 plan review)	\$75.00
Flammable/Combustible Liquid Tank Installation (above ground) Permit (includes 2 in-person inspection)	\$200.00
Petroleum Hydro Pump Test (includes 2 in-person inspection)	\$200.00 per tank
Flammable/Combustible Liquid Tank Installation (below ground) Plan Review (includes 1 plan review)	\$75.00
Flammable/Combustible Liquid Tank Installation (below ground) Permit (includes 2 in-person inspection)	\$200.00 per tank
Underground Tank Removal (includes 2 in-person inspection)	\$200.00 per tank
LPG Tank over 125 gallons install (includes 2 in-person inspection)	\$200.00 per tank
CO2 Tank Inspections (includes 2 in-person inspection)	\$200.00 per tank
Cryogenic-Inert Gas & Oxidizing Gas Plan Review (includes 1 plan review)	Same as the initial plan review
Operational Permits/Residential Burn Permits:	
Industrial Cutting/Welding Permit (includes 2 in-person inspection)	\$200.00
Dry Cleaning Plants (includes 2 in-person inspection)	\$200.00
Exhibits, Trade Shows (mass gathering event) (includes 2 in-person inspection)	\$200.00
Fire Hydrants & Valves (includes 2 in-person inspection)	\$200.00
Hot work operations (includes 2 in-person inspection)	\$200.00
Industrial Ovens (includes 2 in-person inspection)	\$200.00
Lumber yards & woodworking plants (includes 2 in-person inspection)	\$200.00

Liquid or Gas fueled equipment in assembly buildings (includes 2 in-person inspection)	\$200.00
Waste handling/recycling (includes 2 in-person inspection)	\$200.00
Re-Inspections (each additional inspection)	\$100.00
Burn Permits (Residential)	\$10.00 per permit
Plan Review – Commercial:	
Commercial site plan review (includes 1 plan review)	No County fee but Third party review required for submission
Building plan review – 1-20,000 Sq. ft.	No County fee but Third party review required for submission
Building plan review – 20,001-50,000 Sq. ft.	No County fee but Third party review required for submission
Building plan review – 50,001+ Sq. ft.	No County fee but Third party review required for submission
Plan Review (each additional subdivision plan review)	Same as initial review
Plan Review – Subdivision/ADU Unit:	
Subdivision site plan review – 1-30 lots; includes 1 review	\$125.00
Subdivision site plan review – 31-100 lots; includes 1 review	\$175.00
Subdivision site plan review – 100+ lots; includes 1 review	\$225.00
Plan Review (each additional subdivision plan review)	Same as initial plan review
Fire Protection Systems – Fire Alarm System Installation:	
Fire Alarm System Permits (includes 2 inspections)	No County fee but Third party review required for submission
Fire Alarm System Plan Re-Inspection (each additional inspection)	Same as initial inspection
Fire Protection Systems – Fire Sprinkler System:	
Plan Review – 0-3,000 Sq. ft; includes 1 plan review	No County fee but Third party review required for submission
Plan Review – 3,001-10,000 Sq. ft; includes 1 plan review	No County fee but Third party review required for submission
Plan review – 10,001+ Sq ft; includes 12 plan review	No County fee but Third party review required for submission
Plan Re-review (each additional fire system plan review)	No County fee but Third party review required for submission
Permit (flow, hydro, final) – 0-3,000 Sq. ft; includes 3 inspections	\$300.00
Permit (flow, hydro, final) – 3,001-10,000 Sq. ft; includes 3 inspections	\$300.00
Permit (flow, hydro, final) – 10,001+ Sq. ft; includes 3 inspections	\$300.00
Plan Re-inspection (each additional inspection)	\$100.00

Other Testing:	
UL300 Hood Plan Review (includes 1 plan review)	No County fee but Third party review required for submission
UL300 Hood Plan Re-Review (each additional fire system plan review)	No County fee but Third party review required for submission
UL300 Hood Testing Permit (includes 1 in-person inspections)	\$200.00
Fire Pump Plan Review (includes 1 plan review)	No County fee but Third party review required for submission
Fire Pump Plan Re-Review (each additional fire system plan review)	No County fee but Third party review required for submission
Fire Pump Permit (includes 2 in-person inspection)	\$200.00
Hydrant Flow Testing (witness) (includes 1 witness)	\$100.00
Fire Line Flow Testing (witness) (includes 1 witness)	\$100.00
Re-Inspection (each additional inspection)	\$100.00

JUSTICE COURT

See Utah Courts Mandated Fee Schedule

LANDFILL

Household Waste, Green Waste, Constructions (mixed)	\$38.00 per ton
Mattresses	\$5.00 each
Clean Concrete (Concrete only no mixed loads)	\$19.00 per ton
Asphalt	\$19.00 per ton
Roofing Material	\$24.00 per ton
Contaminated Soil	\$90.00 per ton
Contaminated Material	\$90.00 per ton
Tire by Weight	\$175.00 per ton
Tires (auto, diesel)	\$5.00 each
Tires (tractor)	\$20.00 each
Dead Animals	\$10.00 each
Refrigeration Units (any appliance containing Freon)	\$25.00 each
P&G Cores, P&G Pallet Grinds	\$85 per ton
P&G Fam Material	\$17 per ton
Calcium Sludge, Paper fines	\$17 per ton
Organic Material	\$15 per ton

Non-Haz Waste Water	\$74 per ton
Non-Haz Waste Water 3 million Gallons	\$60 per ton
Screen Rejects	\$15 per ton
Public Load	\$10 each
No Tarp	\$15 each
Un-weighable Trailer/Mobile Home	\$500 each
Small Trailers	\$60.00 per ton
County Haul	\$50 each
Grouse Creek Haul	\$300 each
Code 2 Larger than a Pick up	\$15 each
Code 3 Two Ton	\$60 each
Code 4 Ten-Wheeler	\$75 each
Code 5 Roll-off	\$75 each
Code 6 Compactor	\$200 each
Used Oil and Lead Acid Batteries	No Charge

RECORDER	
Recording Fees: (established by UCA 17-21-18.5)	
Any Document or Instrument Recorded	\$45.00 – plus \$2.00 for each additional description more than ten
Any plat or map recorded per sheet	\$55.00 – plus \$2.00 for each lot or unit designation
Filing Survey Fees:	
Survey Plat Filed as a Record of Survey plat sheet	\$20.00
Copy Fees:	
18 x 18 Copies	\$2.00
18 x 24 Copies	\$3.00
24 x 36 Copies	\$4.00
Certify a Document	\$6.00 plus copy fees
Preprinted Map Fees:	
Box Elder County – X Large (36 x 48)	\$25.00
Box Elder County – Large (36 x 48)	\$20.00
BEC Travel & Recreational Map Book	\$20.00
Custom Map Fees:	
Custom Map Production	\$25.00 per hour (1 hour min)
ANSI A – 8.5 x 11	\$1.00 – plus production time
ANSI B – 11 x 17	\$2.00 – plus production time
Architectural C – 18 x 24	\$10.00 – plus production time
Architectural D – 24 x 36	\$15.00 – plus production time
Architectural E – 36 x 48	\$20.00 – plus production time
Per Square Foot	\$2.00 – plus production time
Air photos on plain paper per square foot	\$5.00

GIS Data Fees: (Shapefile Data entire file)	
Parcels	\$600.00
Parcels with owner info	\$1,000.00
Parcels with owner info and assessed values	\$1,400.00
Any other Shapefile such as centerline, zoning, city boundaries, etc...	\$200.00
GIS Data Partial File Extraction Fees:	
Query Fee	\$100.00 (for extracting info from a database or finding and pulling historical information)
Each database record returned	\$0.05
Other Fees:	
Shipping and handling	\$3.00 or 'Actual Costs' – whichever is greater
Eagle Web Online Fees:	
Single Document	\$1.50 per document
One-month subscription	\$75
Three-month subscription	\$200
One year (12 month) subscription	\$800

ROADS	
Road Work and Repairs	TBD (Filled at cost: Calculation of cost of man hours, equipment, and materials used)
Major Encroachment Base Fee	\$250
Minor Encroachment Base Permit Fee	No Charge
Asphalt Cut Fee	Total Sq Feet x \$1.25
Potholes (4 sq Feet or Less)	\$125 each
After the Fact Penalty-Major Encroachment	\$250
After the Fact Penalty-Minor Encroachment	\$50

SHERIFF	
Fingerprints	\$5.00 per card
Printed Report copy	\$10.00 plus copy fees
CD, DVD, or Flash Drive	\$10.00 each or individual can provide a BRAND NEW, UNOPENED, SEALED, Flash drive to department to waive this fee
Registered sex offender fee	\$25.00
Civil Process Fees:	
Civil Bench Warrant	\$50.00 + Mileage
Garnishments	\$20.00 + Mileage
Additional check required to Garnishees:	
Employment	\$25.00

Bank Account	\$10.00
Notices	\$20.00 + Mileage
Orders (Small Claim Orders, Affidavit/Order, Supplemental Orders, etc.)	\$20.00 + Mileage
Protective Order, Stalking	NO CHARGE
Subpoenas	\$20.00 + Mileage
Witness fee payment	\$18.50
Summons	\$20.00 + Mileage
Trustee Sale (Service fee for the 2 postings)	\$40.00 + Mileage
Attachment <i>Deposit</i>	\$200.00 - (includes Service Fee of \$50.00)
Execution Deposit	
Real Property	\$300.00 - (includes Service Fee of \$50.00)
Personal Property	\$200.00 - (includes Service Fee of \$50.00)
Replevin <i>Deposit</i>	\$200.00 - (includes Service Fee of \$50.00)
Restitution <i>Deposit</i>	\$200.00 - (includes Service Fee of \$50.00)
Habeas Corpus	NO CHARGE
Injunction	\$20.00 + Mileage
Sheriff's Deed	\$15.00
Notary Fee	\$5.00
Mileage	\$2.50 (per mile)
**All other fees as outlined under UCS § 17-72-304	

TREASURER	
Tax Roll Copy	\$1,000.00

WEED DEPARTMENT	
Spraying by Ground:	
Grant subsidized projects	\$53.00 per acre
Non-grant subsidized projects	\$82.00 per acre
Spraying by Drone:	
Grant subsidized projects	\$25.00 per acre
Other Fees:	
Noxious weed Mapping	\$20.00 per hour
Site assessment and Noxious Weed Plan	No Charge

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

Box Elder County and Bear River Association of Governments

Rural County Grant — Fiscal Year 2027 (July 1, 2026–June 30, 2027)

This Economic Development Services Agreement (the "Agreement") is entered into by and between **Box Elder County**, a political subdivision of the State of Utah (the "County"), and **Bear River Association of Governments**, an association of governments organized under Utah law ("BRAG"). The County and BRAG may each be called a "Party" and together the "Parties."

RECITALS

- A. The County receives or anticipates receiving Rural County Grant ("RCG") funds from the Utah Governor's Office of Economic Development ("GOED") for economic development planning, projects, and activities.
- B. BRAG employs professional community and economic development staff and has historically provided county economic development services throughout Box Elder, Cache, and Rich Counties.
- C. The County desires to retain BRAG to provide the services, deliverables, performance tracking, and reporting described in this Agreement, and BRAG is willing to provide those services.
- D. The Parties intend this Agreement and its exhibits to document the scope of work, expected deliverables and outcomes, budget allocation, contact information, and annual reporting required for the County's use of RCG funds.

1. Purpose and Term

The purpose of this Agreement is for BRAG to provide professional economic development services to the County and to establish clear work expectations, deliverables, performance measures, budget allocations, and reporting for RCG funds used for those services.

The term is July 1, 2026 through June 30, 2027. The Parties may renew the Agreement for later fiscal years by written amendment or by executing a successor agreement with an updated scope, metrics, and budget.

2. Scope of Services

BRAG will provide the services identified in Exhibit A, subject to County priorities, available funding, staff capacity, and the timing of business and project opportunities. Services may include:

- RCG application development, budget support, grant administration, documentation, annual reporting, and coordination with the County Economic Opportunity Advisory Board ("CEO Board");
- business recruitment, site-selection assistance, responses to requests for information ("RFI"), property and infrastructure research, site visits, prospect follow-up, and negotiation support;
- business retention and expansion, entrepreneurship and small-business assistance, and development or administration of County-approved grant or micro-grant programs;
- Community Reinvestment Area ("CRA") planning and annual reporting, infrastructure and capital-project coordination, special projects, and other economic development implementation support; and
- economic research, property marketing, strengths weaknesses opportunities threats (SWOT) or strategic analyses, regional coordination, and assistance to municipalities and partner organizations within the County.

BRAG will act in an advisory and administrative capacity. Final policy, funding, incentive, land-use, contract, and project-approval decisions remain with the County or other legally authorized body.

3. Deliverables and Performance Measures

BRAG will produce the deliverables and track the performance measures stated in Exhibit A. BRAG will maintain reasonable records of activities and approximate time spent on County services. The Parties recognize that some work is opportunity-driven and that actual activity volume may vary during the year.

Performance measures are management and accountability tools, not guarantees that a company will locate or expand in the County, that jobs or investment will occur, or that any public or private entity will approve a project.

4. Compensation and Use of Funds

The County will pay BRAG the annual service fee stated in Exhibit B. The County's anticipated allocation percentage reflects the established tri-county population-based approach used to support BRAG's Community & Economic Development Department; the exact dollar amount for the fiscal year controls.

Payments are subject to lawful appropriation and, for the RCG-funded portion, the County's receipt and permitted use of RCG funds. If the County's RCG award is reduced, withheld, or materially restricted, the Parties will promptly revise the scope and fee or may terminate this Agreement.

BRAG will use payments only for lawful costs associated with providing the contracted services. Exhibit B provides the budget narrative and line-item calculation of value against the annual service fee.

5. Administration and Reporting

The County will designate a staff liaison, and BRAG's Executive Director will designate the BRAG service lead. The current service lead is Shawn Milne, Director of Community & Economic Development, or a successor designated by BRAG.

BRAG will provide reasonable activity updates upon request and will submit the annual report described in Exhibit C no later than July 15, 2027, unless the County requests an earlier date to meet GOED reporting deadlines.

BRAG will provide information reasonably needed for County invoices, grant files, audits, monitoring, and the County's required letter evaluating the effectiveness of grant-funded services.

6. County Responsibilities

The County will:

- identify priorities, provide timely decisions and authorizations, and make available information reasonably needed for the work;
- maintain a functioning CEO Board and satisfy applicable appointment, meeting, training, application, and reporting requirements;
- review and approve RCG applications, budgets, projects, and reports through the legally required County processes;
- pay BRAG in accordance with Exhibit B; and
- prepare and submit the County's independent effectiveness letter and other certifications required by GOED.

7. Relationship of the Parties

BRAG is an independent governmental contractor. BRAG personnel remain employees of BRAG and are not employees, officers, or agents of the County for payroll, benefits, supervision, or employment-law purposes. BRAG may assign qualified staff to perform the work while remaining responsible for contract performance.

This Agreement does not create a separate legal entity, joint venture, or joint board. The County liaison and BRAG service lead will administer the Agreement. No jointly owned property is anticipated; property acquired by either Party remains that Party's property unless separately agreed in writing.

8. Records, Confidentiality, and Governing Law

BRAG will retain records supporting the work, time estimates, and expenditures for the period required by the County's grant agreement and applicable law and will make them available to the County and authorized State reviewers upon reasonable request.

The Parties will handle prospect, business, and project information in accordance with applicable confidentiality obligations and the Utah Government Records Access and Management Act. Neither Party promises confidentiality beyond what law permits.

Each Party will comply with applicable federal, state, and local law. Each Party is responsible for its own acts and omissions to the extent provided by law, and nothing in this Agreement waives any protection under the Utah Governmental Immunity Act.

This Agreement shall be governed by the laws of the State of Utah. Venue for any litigation arising out of this Agreement shall exclusively be in the First Judicial District Court in and for Box Elder County, Utah.

9. Termination

Either Party may terminate this Agreement for convenience upon 30 days' written notice. A Party may terminate sooner for a material breach that remains uncured for 10 business days after written notice, or immediately if continued performance would violate law or grant requirements.

Upon termination, the County will pay BRAG for services and allowable costs incurred through the termination date, not to exceed the authorized amount. BRAG will provide available work products and records needed for grant closeout.

10. No Arbitration

The County does not agree to binding arbitration. Any provision in this Agreement or any attached exhibit, schedule, or addendum requiring binding arbitration is expressly void and of no effect. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the Parties shall first attempt to resolve the matter through good faith negotiation. If the dispute cannot be resolved through negotiation, the Parties may mutually agree to participate in non-binding mediation. If mediation is unsuccessful or not agreed upon, any legal action or proceeding arising under or related to this Agreement shall be brought exclusively in the First Judicial District Court in and for Box Elder County, State of Utah.

11. Audit and Records Retention

BRAG agrees to maintain all books, records, documents, and other evidence pertaining to the costs and expenses of this Agreement in accordance with generally accepted accounting principles. The County, the State of Utah, or any of their authorized representatives shall have access to any such records for the purpose of audit, examination, excerpt, and transcription. BRAG shall retain all such records for a period of at least six (6) years following final payment under this Agreement, or until the resolution of any audit, litigation, or claim, whichever is later.

12. Non-Appropriation Clause:

The County's obligations under this Agreement are contingent upon the availability and annual appropriation of funds by the Box Elder County Commission. If funds are not appropriated or are otherwise unavailable, the County may terminate this Agreement without penalty or further obligation upon written notice to BRAG.

13. General Provisions

Integration. This Agreement, including any attached exhibits and the Box Elder County Standard Terms and Conditions Addendum, constitutes the entire and integrated agreement between the County and BRAG regarding the subject matter herein. It supersedes all prior and contemporaneous negotiations, representations, understandings, or agreements, whether written or oral, between the Parties. No amendment, modification, or waiver of any provision of this Agreement shall be valid or binding unless set forth in a written instrument signed by the authorized representatives of both Parties, except for written work-priority adjustments allowed under Exhibit A.

Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Neither Party may assign this Agreement without the other Party's written consent. Notices will be delivered to the signatories or designated administrators. Electronic and counterpart signatures are permitted.

SIGNATURES

The Parties have authorized this Agreement through their respective governing processes and execute it effective as of July 1, 2026, regardless of the date of the last signature, unless otherwise stated in writing.

BOX ELDER COUNTY

By: [Signature]
Chair, Board of County Commissioners

Date: 8-12-2026

Attest: [Signature]
Deputy County Clerk Tommy Gibson

Approved as to Form:

[Signature]
County Attorney

BEAR RIVER ASSOCIATION OF
GOVERNMENTS

By: [Signature]
Executive Director

Date: 8/19/2026

Service Contact:

Shawn Milne

Director of Community & Economic Development

Email: shawnm@brag.utah.gov

Telephone: 801-514-4444

Mailing Address: 170 N Main Logan, Utah 84321

BOX ELDER COUNTY

By: [Signature]
Chair, Board of County Commissioners

Date: 8-12-2020

Attest: [Signature]
Deputy County Clerk Tommy Gibson

Approved as to Form:

[Signature]
County Attorney

BEAR RIVER ASSOCIATION OF
GOVERNMENTS

By: _____
Executive Director

Date: _____

Service Contact:
Shawn Milne
Director of Community & Economic Development
Email: shawnm@brag.utah.gov
Telephone: 801-514-4444
Mailing Address: 170 N Main Logan, Utah 84321

EXHIBIT A**County-Specific Scope of Work, Deliverables, and Performance Measures**

BRAG will perform the following work for Box Elder County. The work plan is intentionally broad enough to accommodate time-sensitive economic development opportunities. County priorities may be adjusted in writing by the County liaison and BRAG's Executive Director without a formal amendment, provided the adjustment remains within the Agreement's purpose and approved budget.

Work Area / Objective	Activities and Deliverables	Performance Measure	Annual Target / Standard
RCG administration and compliance	Prepare the annual RCG application and supporting scope, deliverables, budget materials, contract documentation, and annual consultant report; assist with CEO Board materials and the County effectiveness letter.	Deadlines met; complete grant file; number of required submissions.	Required submissions completed by County/GOED deadlines.
Business recruitment and site selection	Respond to qualified RFIs and prospect inquiries; prepare property, utility, workforce, and incentive information; coordinate County-approved site visits and follow-up.	Response timeliness; RFIs completed; site visits supported; prospects advanced.	Promptly acknowledge qualified requests and complete by stated deadlines; support all County-approved visits.
Business retention, expansion, and entrepreneurship	Conduct outreach and problem-solving with existing businesses; connect firms to financing, workforce, permitting, and State resources; support County-approved small-business or micro-grant programs.	Meaningful business engagements; referrals/actions; grants administered; reported jobs retained/created.	Ongoing documented business engagements; administer each County-authorized program.
Development tools and priority projects	Support CRAs, annual CRA reporting, infrastructure and capital-facility planning, industrial and commercial site readiness, and time-sensitive special projects.	Priority projects advanced; work products completed; decisions or milestones supported.	Advance County-designated priority projects during the fiscal year.
Research, marketing, and local-government support	Maintain or improve marketable property information; prepare analyses, marketing materials, SWOT work, or municipal assistance as requested.	Property/market materials updated; analyses completed; municipalities assisted.	Complete substantive research, marketing, or municipal-support deliverables as needed.
Coordination and annual reporting	Coordinate with County officials, municipalities, GOED, utilities, workforce and education partners, and regional stakeholders; document activity and approximate hours.	Coordination meetings; annual report completed; hours reported.	Participate in substantive coordination meetings throughout the year and submit annual report by July 15, 2027.

Outcome limitation. The targets above measure BRAG's performance and activity. Business location decisions, job creation, capital investment, tax-base growth, and similar outcomes depend on decisions and market conditions outside BRAG's control and are not guaranteed.

EXHIBIT B**Budget Narrative and Line-Item Allocation**

The County's anticipated share of the tri-county BRAG Community & Economic Development Department allocation is approximately 27%. The final service fee and funding sources must be completed below before execution and before this Agreement is submitted with the County's RCG application.

Total annual BRAG service fee	\$69,000.00
RCG-funded portion	\$69,000.00
Estimated total BRAG hours allocated to County	750

Budget narrative. The service fee supports the portion of BRAG's economic development personnel and operating costs reasonably attributable to the County, including salary, benefits, supervision, administrative support, travel, communications, research tools, and related overhead. BRAG provides pooled regional capacity; therefore, the line items below are allocations of the annual fee rather than separate hourly-billing commitments. Actual approximate hours will be reported at year-end.

Project / Activity Category	Share	Allocated Value
RCG administration, compliance, and reporting	20%	\$13,800
Business recruitment, RFIs, site selection, and visits	25%	\$17,250
Business retention, expansion, and entrepreneurship	20%	\$13,800
CRAs, infrastructure, and special projects	20%	\$13,800
Research, property marketing, SWOT, and municipal support	10%	\$6,900
Coordination, documentation, and annual reporting	5%	\$3,450
TOTAL	100%	\$69,000.00

Payment schedule: BRAG will invoice the County annually. The invoice may reference this Agreement and the applicable fiscal-year budget.

EXHIBIT C

Annual Consultant / Employee Report Checklist

BRAG will provide the following report to Box Elder County in sufficient time for the County's RCG annual reporting. The report may be narrative or tabular, but will address each item below.

Services rendered and projects or activities worked on during the fiscal year.

Deliverables completed and status of any work still in progress.

Outcomes and economic development effects, including reported jobs created or retained, capital investment, infrastructure or capital improvements, business assistance, and other relevant results when known.

Approximate hours spent providing work and services to the County.

Performance against the measures in Exhibit A, including explanations for material variances.

Actual allocation of RCG funds and other funds by the categories in Exhibit B.

Supporting documentation reasonably requested by the County or GOED.

County effectiveness letter. The County remains responsible for providing GOED the required letter certifying the effectiveness of RCG funds paid for BRAG services in improving economic development in the County.

AGREEMENT TO TERMINATE CONTRACT FOR MENTAL HEALTH SERVICES BETWEEN BOX ELDER COUNTY AND BEAR RIVER MENTAL HEALTH SERVICES, INC.

This Amendment is made and entered into this 22 day of July, 2025, by and between BOX ELDER COUNTY, a body politic and political subdivision of the State of Utah (hereinafter referred to as the "COUNTY"), and BEAR RIVER MENTAL HEALTH SERVICES, INC., a Utah non-profit corporation (hereinafter referred to as the "BRMH").

RECITALS

WHEREAS, the COUNTY and the BRMH entered into a Contract for Mental Health Services originally dated January 1, 2017, and as amended (the "Contract"), under which the BRMH has provided comprehensive community mental health services on behalf of the COUNTY; and WHEREAS, the COUNTY, in collaboration with Cache County and Rich County, has restructured the Bear River Health Department to encompass both public health and behavioral health (mental health and substance use disorder) services under a single administrative entity; and

WHEREAS, future services will be administered under a new agreement between the Bear River Health Department and the Bear River Mental Health Services, Inc., or its successor, in accordance with the restructured delivery system; and WHEREAS, the parties mutually agree it is in the best interest of all parties and constituents served to terminate the existing Contract in an orderly manner in anticipation of the new service agreement and administrative model.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Termination of Contract**
The Contract for Mental Health Services between the COUNTY and the BRMH, including all addenda and amendments thereto, is hereby **terminated effective June 30, 2025.**
2. **Transition of Services**
The parties acknowledge and agree that the Bear River Health Department will assume administrative oversight of mental health and substance use disorder services for Box Elder County beginning **July 1, 2025**, and that the BRMH may continue to provide services under a new agreement with the Bear River Health Department.
3. **Final Obligations**
The COUNTY shall pay the BRMH for all services rendered through the termination date

of June 30, 2025, in accordance with the terms of the existing Contract and Addendum. The BRMH shall provide all final reports, documentation, and transition assistance reasonably requested by the COUNTY or Bear River Health Department.

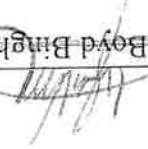
4. **Mutual Release**
Upon completion of the above final obligations, the parties release each other from all further duties, obligations, and liabilities under the Contract, except for those that expressly survive termination.

5. **Entire Agreement**
This Amendment constitutes the entire agreement between the parties relating to the termination of the Contract and supersedes any prior or contemporaneous oral or written agreements or communications with respect thereto.

6. **Execution**
This Amendment may be executed in counterparts and may be signed and transmitted electronically. Each counterpart shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

BOX ELDER COUNTY

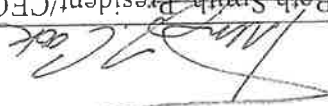

Boyd Bingham, Commission Chair



ATTEST


Tammy Gibson, County Clerk
Tammy Gibson Deputy

BEAR RIVER MENTAL HEALTH SERVICES, INC.


Beth Smith, President/CEO
Bear River Mental Health Services, Inc.



Boyd Bingham · Tyler Vincent · Lee Perry

COUNTY COMMISSIONERS

Letter of Selection: Emergency Medical Services

To: Bureau of Emergency Medical Services (BEMS)
Department of Public Safety
4501 South 2700 West
Salt Lake City, Utah 84114

Subject: Formal Letter of Selection for EMS Provider – Utah Code § 11-48-103

To the Bureau of Emergency Medical Services,

In accordance with the requirements detailed in Utah Code § 11-48-103 and following the updates under Senate Bill 215, this letter serves as the formal notice of selection for emergency medical services.

The governing body of Box Elder County has officially selected Northrop & Grumman Fire Department to serve as the primary provider of emergency medical services within our jurisdictional boundaries. This selection is intended to fulfill statutory requirements and ensure the continued delivery of high-quality, life-saving care to our residents.

The terms of this selection are as follows:

- **Service Boundary:** The selection covers all incorporated and unincorporated areas within the licensed boundary of facility west of Corinne, UT (Geographic boundary description: 13466 W UT102 to UT102-Hwy 83 intersection; Hwy 83 North to 17200 W; east to 12612 W Faust Valley Rd.; south to 13466 W UT102 [see attached diagram]. Excludes Autoliv property and access road.) Vendor also supports surrounding municipal jurisdictions as a first responder to designated ambulance services as per the current licensing.
- **Duration:** This selection is effective for a period of four (4) years.
- **Compliance:** This designation is made to ensure full compliance with Utah Administrative Rule R911-3-10 and to maintain the agency's standing with the Bureau of Emergency Medical Services.

We value the dedication of our local responders and are committed to maintaining a seamless partnership with the Bureau to protect the health and safety of our community.

Should you require any further documentation or have questions regarding this selection, please contact our administrative office.

Sincerely,
Box Elder County Commission

A handwritten signature in blue ink, appearing to read 'Tyler Vincent'.

Tyler Vincent, Chair
Box Elder County Commission

A handwritten signature in blue ink, appearing to read 'Lee Perry'.

Lee Perry

A handwritten signature in blue ink, appearing to read 'Boyd Bingham'.

Boyd Bingham

RESOLUTION NO. 26-25

A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION CONSENTING TO THE UNITED STATES FISH AND WILDLIFE SERVICE'S ACQUISITION OF STATE LANDS WITHIN BOX ELDER COUNTY FOR USE BY AND WITHIN THE BOUNDARIES OF THE BEAR RIVER MIGRATORY BIRD REFUGE.

WHEREAS, in 1928, Congress passed an Act establishing the Bear River Migratory Bird Refuge ("Refuge") on the northern shores of Great Salt Lake. 16 U.S.C. §§ 690 *et seq.*;

WHEREAS, after the establishment of the original boundaries of the Refuge, the United States and the State of Utah, by and through the Division of Forestry, Fire and State Lands ("FFSL") have engaged in both litigation and lengthy settlement negotiations regarding disputed ownership of certain lands within an extension of the Refuge's original boundaries ("Acquisition Boundary");

WHEREAS, the entirety of the Refuge, including all lands within the Acquisition Boundary, are located within Box Elder County, Utah;

WHEREAS, the Box Elder County Commissioners are aware that the State and the United States are negotiating a proposed settlement in State of Utah v. United States, No. 2:12-cv-00378-HCN-DAO (D. Utah) wherein the surface estate of approximately 22,311 acres ("Subject Lands") within the Acquisition Boundary, which has historically been managed as being within the boundaries of and managed by the Refuge, will be acquired by the United States Fish and Wildlife Service ("USFWS") using monies from the Land and Water Conservation Fund;

WHEREAS, the Box Elder County Commissioners are further aware the Utah Legislature passed H.J.R. 30 approving the proposed transfer of the Subject Lands to the USFWS;

WHEREAS, because the Subject Lands are located within Box Elder County, and in observance of established principles of comity, FFSL and the USFWS have asked the Box County Commissioners to review the proposed acquisition and make a determination that it is in the best interests of Box Elder County and would promote the general health and welfare of its residents;

WHEREAS, upon review of the proposed transaction involving the Subject Lands within Box Elder County, the Box Elder County Commissioners agree with the USFWS and FFSL that the Refuge provides substantial benefits to Box Elder County and to the Great Salt Lake, including providing crucial habitat for migratory birds and other wildlife; securing public access to the Subject Lands; providing recreational, educational,

scientific, and economic benefits to the public, including Box Elder County residents; and supporting the overall Great Salt Lake ecosystem, including addressing and mitigating drought conditions pertaining to Great Salt Lake;

WHEREAS, commensurate with the Box Elder County Commissioner's review of the anticipated transaction, the Box Elder County Commissioners agree the USFWS' proposed acquisition of the Subject Lands is in direct accord, and not detrimental to the aforementioned public benefits;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF BOX ELDER COUNTY, acting as the Legislative Body of Box Elder County, with 3 members present and 3 members voting in favor, that Box Elder County hereby consents to, and unconditionally supports, the USFWS's proposed acquisition of the Subject Lands within Box Elder County, using monies from USFWS's Land and Water Conservation Fund.

RESOLVED, PASSED, AND EFFECTIVE this 12 day of August 2026.

Box Elder County Commission



Attest:


Marla Young
County Clerk


Tammy Gibson
Deputy Clerk.


Tyler Vincent
Commission Chair

BOX ELDER COUNTY
SUBDIVISION IMPROVEMENT
AGREEMENT 26-41

1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are Jolene Findley, TTEE of the Newel and Glenna Cutler Family Trust 02/08/2016 and Leanne Phipps, TTEE of the Newel and Glenna Cutler Family Trust 02/08/2016 ("the Developer") and Box Elder County, ("the County").
2. **Effective Date:** The Effective Date of this Agreement will be the date that approval of the Agreement is granted by the County Commission ("the Commission").

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the unincorporated area of Box Elder County, to be known as River Vista Subdivision (the "Subdivision"), which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the County seeks to protect the health, safety and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

WHEREAS, the purpose of this Agreement is to protect the County from the cost of completing subdivision improvements itself and is not executed for the benefit of material, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the Box Elder County Land Development & Management Code;

THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S OBLIGATIONS

3. **Improvements:** The Developer will construct and install, at his own expense, those on-site and off-site subdivision improvements listed on Exhibits A & B attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will arise upon final plat approval by the County, will be independent of any obligations of the County contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.

4. **Security:** To secure the performance of his obligations hereunder, the Developer will deposit with Heritage West Title Insurance Agency on or prior to the effective date, an irrevocable deposit in escrow in the amount of \$15,400.00, and enter into an Escrow Agreement between Developer, County, and Heritage West Title Insurance Agency. A copy of which is attached hereto as Exhibit C. The escrow will be payable to the County at any time upon presentation of (i) an affidavit executed by an authorized County official stating that the Developer is in default under this Agreement; and (ii) the original of the escrow.
5. **Standards:** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications as incorporated herein by Exhibits A & B.
6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one year from the date that the County accepts the improvement when completed by the Developer. The 10% contingency designated in the approved cost estimate (Exhibit "B") is to provide for this warranty.
7. **Completion Periods:** The Developer will commence work on the Improvements within one year from the Effective Date of this Agreement (the "Commencement Period") and the Improvements, each and every one of them, will be completed within eighteen (18) months from the Effective Date of this Agreement (the "Completion Period").
8. **Compliance with Law:** The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling his obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval.
9. **Dedication:** The developer will dedicate to the County or other applicable agency as designated by the County the Improvements listed on Exhibit A and Exhibit B attached hereto and incorporated herein by this reference pursuant to the procedure described in Paragraph 13 below.

COUNTY'S OBLIGATIONS

10. **Plat Approval:** The County will grant final subdivision plat approval to the Subdivision under the terms and conditions previously agreed to by the Parties if those terms and conditions are consistent with all relevant state laws and local ordinances in effect at the time of final plat approval.

11. **Inspection and Certification:** The County will inspect the Improvements as they are being constructed and, if acceptable to the County Engineer, certify such improvement as being in compliance with the standards and specifications of the County. Such inspection and certification, if appropriate, will occur within five (5) days of notice by the Developer that he desires to have the County inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the County valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the County Engineer does not constitute a waiver by the County of the right to draw funds under the Escrow on account of defects in or failure of any improvement that is detected or which occurs following such certification.
12. **Notice of Defect:** The County will provide timely notice to the Developer whenever inspection reveals that an improvement does not conform to the standards and specifications shown on the approved subdivision improvement drawings on file in the Box Elder County Engineering and Surveyor's Office or is otherwise defective. The Developer will have 30 days from the issuance of such notice to cure or substantially cure the defect. The County may not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will have no right to cure defects in or failure of any improvement found to exist or occurring after the County accepts dedication of the improvement(s).
13. **Acceptance of Dedication:** The County or other applicable agency will accept the dedication of any validly certified improvement within 30 days of the Developer's offer to dedicate the improvement. The County's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the County showing that the Developer owns the improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the County in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the County of the right to draw funds under the Escrow on account of any defect in or failure of the improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the County in no more than one dedication per month.
14. **Reduction of Security:** After the acceptance of any improvement, the Escrow may be reduced by an amount equal to the estimated cost of the improvement as shown on Exhibit B. At the request of the Developer, the County will execute a certificate of release verifying the acceptance of the improvement and waiving its right to draw on the Escrow to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the Escrow will be available to the County for 365 days during the Warranty Period.
15. **Use of Proceeds:** The County will use funds drawn under the Escrow only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

OTHER PROVISION

16. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Construction Period:
- a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;
 - b. Developer's failure to complete construction of the Improvements within eighteen (18) months from the date the Agreement is executed.
 - c. Developer's failure to cure the defective construction of any improvement within the applicable cure period;
 - d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
 - e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The County may not declare a default until written notice has been given to the Developer.

17. **Measure of Damages:** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of the Escrow establishes the maximum amount of the developer's liability. The County will be entitled to complete all unfinished improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced.
18. **County's Rights Upon Default:** When any event of default occurs, the County may draw on the Escrow to the extent of the face amount of the credit less 90 percent of the estimated cost (as shown on Exhibit B) of all improvements theretofore accepted by the County. The County will have the right to complete improvements itself or contract with a third party for completion, and the Developer hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the County may assign the proceeds of the Escrow to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the County if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements. In addition, the County also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the County or until the Improvements are completed and approved by the County. These remedies are cumulative in nature except that during the Warranty Period, the County's only remedy will be to draw funds under the Escrow.

19. **Indemnification:** The Developer hereby expressly agrees to indemnify and hold the County harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.
20. **No Waiver:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
21. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the County and by the Developer or his authorized officer. Such amendment or modification will be properly notarized before it may be effective.
22. **Attorney's Fees:** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.
23. **Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
24. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.
25. **Scope:** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.
26. **Time:** For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for County action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or County from performing his/its obligations under the Agreement.

27. **Severability:** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
28. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the County. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the County to assign its rights under this Agreement. The County will release the original developer's Escrow if it accepts new security from any developer or lender who obtains the Property. However, no act of the County will constitute a release of the original developer from this liability under this Agreement.
29. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:
- If to Developer: Attn: Darin Cutler
 Address: 4231 N 2800 W
 Brigham City, UT 84302
- If to County: Attn: Roads Superintendent Community Development Director
 Address: 5730 W 8800 N 01 South Main Street
 Elwood, UT 84337 Brigham City, UT. 84302
30. **Recordation:** Either Developer or County may record a copy of this Agreement in the Recorder's Office of Box Elder County, Utah.
31. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
32. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, Escrow will be deemed to be proper only if such action is commenced in District Court for Box Elder County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

Dated this 28 day of July, 2026.

J. Todd Cutler, trustee
J. Todd Cutler, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016

ACKNOWLEDGEMENT

State of Utah)
 ss
County of Box Elder)

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 28th day of July, 2026, personally appeared J. Todd Cutler, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the entity upon behalf of which the persons acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Notary Public Sonya W Coyle
Residing at: Wasatch County Utah

Dated this _____ day of _____, 2026.

Leanne Phipps, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016

ACKNOWLEDGEMENT

State of Utah)
 ss
County of Box Elder)

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this _____ day of _____, 2026, personally appeared Leann Phipps, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the entity upon behalf of which the persons acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

Dated this _____ day of _____, 2026

Jolene Findley, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016

ACKNOWLEDGEMENT

State of Utah)
ss
County of Box Elder

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this _____ day of _____, 2026, personally appeared Jolene Findley, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the entity upon behalf of which the persons acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

Residing at: _____, Utah

Dated this 24 day of July, 2026.

Leanne Phipps, trustee
Leanne Phipps, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016

ACKNOWLEDGEMENT

Nevada
State of ~~Utah~~)
Clark ss
County of ~~Box Elder~~

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 24 day of July, 2026, personally appeared Leann Phipps, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the entity upon behalf of which the persons acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written



Notary Public

Residing at:

Nanci Ruiz Castro
Clark County *Nevada*

APPROVED AS TO FORM:

Stephen Hadfield
Box Elder County Attorney
Stephen Hadfield

8/10/26
Date

Marla Young
Box Elder County Commission
ATTEST

8/12/26
Date

Box Elder County Clerk
Marla Young

EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

See Exhibit A

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

See Exhibit B

EXHIBIT C: ESCROW AGREEMENT

See Exhibit C

EXHIBIT A

SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH,
RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5600 NORTH STREET LOCATED 4483.89 FEET SOUTH 00°01'33" WEST ALONG THE WEST LINE OF SAID SECTION 7 AND 1061.04 FEET NORTH 90°00'00" EAST TO THE NORTHWEST CORNER OF THE CURTIS THORPE CUTLER PROPERTY, TAX ID. NO. 04-084-0019 AND 91.02 FEET NORTH 74°44'31" WEST FROM THE NORTHWEST CORNER OF SAID SECTION 7. (BASIS OF BEARING IS THE EAST LINE OF SAID SECTION 7 WHICH BEARS NORTH 00°19'50" WEST).

RUNNING THENCE SOUTH 25°15'32" WEST 58.04 FEET; THENCE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 356.97 FOOT RADIUS CURVE, A DISTANCE OF 102.13 FEET, CHORD BEARS SOUTH 17°03'47" WEST 101.78 FEET, HAVING A CENTRAL ANGLE OF 16°23'30"; THENCE SOUTH 08°52'02" WEST 325.42 FEET; THENCE NORTH 81°07'58" WEST 166.66 FEET; THENCE NORTH 17°43'15" EAST 501.30 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 74°44'33" EAST 121.15 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 64,797 SQUARE FEET OR 1.488 ACRES.

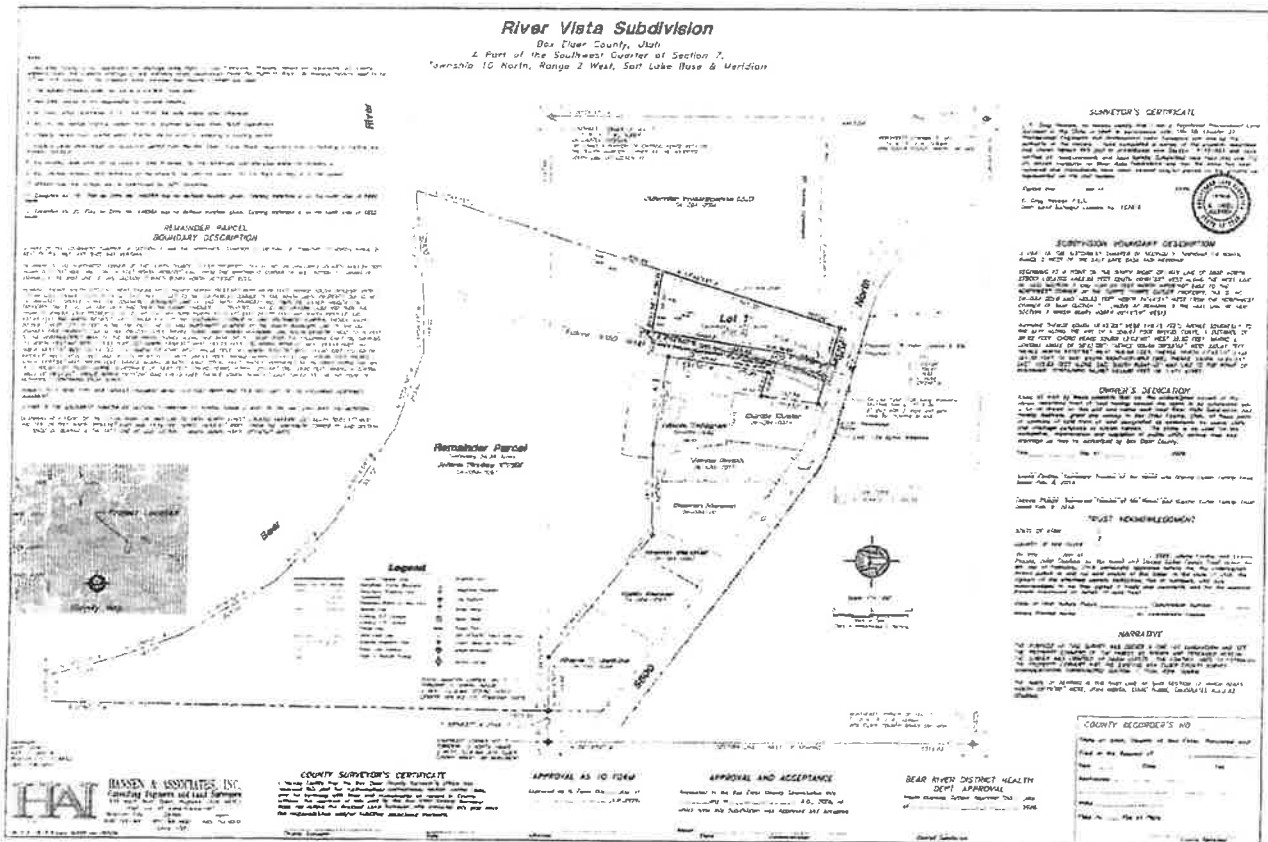


EXHIBIT B

River Vista Subdivision
Improvement Agreement Cost Estimate
Date: 07/13/2026

Concept Cost Estimate
Location:
5600 North:



Item	Description	Qty	Unit	Unit Price	Total
1	Connect hydrant to existing 12" water main	1	LS	\$4,500.00	\$4,500.00
2	New Fire Hydrant	1	EA	\$9,500.00	\$9,500.00
					\$14,000.00
					\$1,400.00
TOTAL =					\$15,400.00

COUNTY ENGINEER ACCEPTANCE OF IMPROVEMENT PLANS

The improvement plans for the subdivision have been reviewed by the County Engineer to ensure compliance with the requirements of County Code and Public Works Department. This review is limited to the engineering aspects of the plans and does not constitute a guarantee of the accuracy or completeness of the information provided. The County Engineer's review is based on the information provided and does not constitute a guarantee of the accuracy or completeness of the information provided. The County Engineer's review is based on the information provided and does not constitute a guarantee of the accuracy or completeness of the information provided.

CHECK ONE: ASSET / NOTED
Resolving Engineer

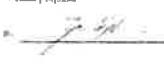
 Date: 07-12-2026

EXHIBIT C

ESCROW AGREEMENT

This Agreement, made this July 22, 2026 by and between BOX ELDER COUNTY (hereinafter "County"), and JOLENE FINDLEY, TRUSTEE OF THE NEWEL AND GLENNA CUTLER FAMILY TRUST 02/08/2016 and LEANNE PHIPPS, TRUSTEE OF THE NEWEL AND GLENNA CUTLER FAMILY TRUST 02/08/2016. (hereinafter "Developer"), and HERITAGE WEST TITLE INSURANCE AGENCY, (hereinafter "Escrow Agent").

RECITALS:

WHEREAS, The Developer is developing the River Vista Subdivision, a copy of which is attached hereto as Exhibit "A" and more specifically described as:

SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5600 NORTH STREET LOCATED 4483.89 FEET SOUTH 00°01'33" WEST ALONG THE WEST LINE OF SAID SECTION 7 AND 1061.04 FEET NORTH 90°00'00" EAST TO THE NORTHWEST CORNER OF THE CURTIS THORPE CUTLER PROPERTY, TAX ID. NO. 04-084-0019 AND 91.02 FEET NORTH 74°44'31" WEST FROM THE NORTHWEST CORNER OF SAID SECTION 7. (BASIS OF BEARING IS THE EAST LINE OF SAID SECTION 7 WHICH BEARS NORTH 00°19'50" WEST).

RUNNING THENCE SOUTH 25°15'32" WEST 58.04 FEET; THENCE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 356.97 FOOT RADIUS CURVE, A DISTANCE OF 102.13 FEET, CHORD BEARS SOUTH 17°03'47" WEST 101.78 FEET, HAVING A CENTRAL ANGLE OF 16°23'30"; THENCE SOUTH 08°52'02" WEST 325.42 FEET; THENCE NORTH 81°07'58" WEST 166.66 FEET; THENCE NORTH 17°43'15" EAST 501.30 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 74°44'33" EAST 121.15 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 64,797 SQUARE FEET OR 1.488 ACRES.

and;

WHEREAS, Developer is seeking approval by County of his subdivision and certain improvements, more particularly described on the Subdivision Plat, a copy of which is attached as Exhibit "A" and the engineers cost estimate a copy of which is attached as Exhibit "B," are not yet complete; and

WHEREAS, Developer is agreeable to securing the completion of such improvements by depositing funds into escrow and Escrow Agent is agreeable to accepting funds in escrow and to act as Escrow Agent, subject to the terms and conditions of this agreement,

and the following:

- Escrow Agent is holding funds in escrow from Jolene Findley, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016 and Leanne Phipps, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016, in the amount of \$15,400.00. The escrow funds are for improvements for the River Vista Subdivision as per the attached engineering estimate attached as Exhibit "B" and will be disbursed accordingly.
- Escrow Agent agrees to pay the escrow funds to Box Elder County at any time upon presentation of an affidavit executed by an authorized County official stating that the Developer is in default under this Agreement.
- If the Developer is considered to be in default, the money will be payable at sight to the County and will bear an expiration date not earlier than two years after the Effective Date of this Agreement.

NOW THEREFORE, based upon the above recitals and other good and valuable consideration, it is mutually agreed as follows:

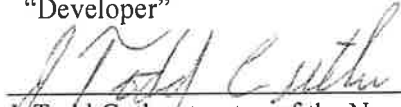
1. ESCROW AGENT: Heritage West Title Insurance Agency is a Utah Corporation and does hereby accept appointment as Escrow Agent.
2. AMOUNT AND PURPOSE OF ESCROW: Developer deposits with Escrow Agent the sum of \$15,400.00, which represents the estimated cost to complete the matters set forth on Exhibit "A" and Exhibit "B" attached hereto.
3. CONDITIONS OF ESCROW: The following terms and conditions shall apply to this Escrow Agreement:
 - A. Escrow Agent shall accept and hold the sum of \$15,400.00 from Developer pursuant to the terms of this Agreement.
 - B. In order to qualify for return of the escrowed funds, except for the 10% contingency, the Developer must have completed the items set forth on Exhibit "A" and Exhibit "B" by January 22, 2028.
 - C. Except for the 10% contingency, escrowed funds will be released to Developer upon completion of work and written approval of Box Elder County.
 - D. In the event the work is not completed by January 22, 2028, Escrow Agent shall disburse the escrowed funds to County, except for the 10% contingency, and County may secure the completion of such work in any manner it deems reasonable, whether through its own agents, or through independent contractors.
 - E. Escrow Agent shall release the 10% contingency, less any amounts used to repair warranty defects, to Developer upon the expiration of 1 year after final acceptance by the County.
 - F. Escrowed funds shall be released to County upon presentation of an affidavit executed by County stating that Developer is in default.

4. CO-OPERATION OF DEVELOPER: Developer agrees to cooperate with County, or other parties in the performance of such work, and to allow access at reasonable times, if necessary to the performance of such work.

5. MISCELLANEOUS:

- A. Escrow Agent assumes no responsibility or warrants for the manner of the workmanship of the work completed.
- B. Developer and County agree to hold Escrow Agent harmless from and release it from all claims, suits, or demands in connection with this Escrow Agreement.
- C. All inspection fees shall be deducted from Escrow funds prior to issuing final check.

“Developer”



J. Todd Cutler, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016

State of Utah)

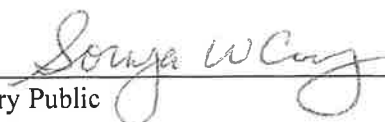
County of Box Elder)

§

On this 28th day of July, 2026, before me, personally appeared J. Todd Cutler, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016. who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.



Witness my hand and official seal.


Notary Public

"Developer"

Leanne Phipps trustee

Leanne Phipps, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016

State of Nevada)

County of Clark)

On this 12 day of July, 2026, before me, personally appeared Leanne Phipps, trustee of the Newel and Glenna Cutler Family Trust 02/08/2016, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth



Witness my hand and official seal.

Ert C. Moran
Notary Public

"County"

Marla Young
Commissioner, Box Elder County

ATTEST:

Marla Young
Box Elder County Clerk
Marla Young



STATE OF Utah)

COUNTY OF Box Elder)

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 12th day of August, 2026, personally appeared

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 12th day of August, 2026, personally appeared Tyler Vincent, County Commissioner of Box Elder County, a corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Tammy Gibson
Notary Public

"Escrow Agent"

Bent

Heritage West Title Insurance Agency



TAMMY GIBSON
Notary Public
State of Utah
My Commission Expires 02/29/2028
Commission Number 735855

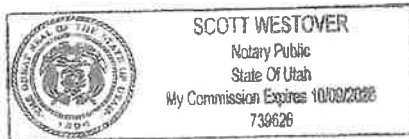
STATE OF UTAH)
COUNTY OF Box Elder)
SS

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 23 day of July, 2026, personally appeared Brad Montensen, the Manager of Heritage West Title Insurance Agency, a corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Scott Westover

Notary Public



ORDINANCE NO. 665

AN ORDINANCE OF THE BOX ELDER COUNTY COMMISSION DESIGNATING LANDFILL ROAD AS A CONTROLLED-ACCESS HIGHWAY AND PROHIBITING THE USE OF BICYCLES ON LANDFILL ROAD

WHEREAS, Utah Code § 41-6a-102 defines a controlled-access highway as a highway, street, or roadway: (a) designed primarily for through traffic; and (b) to or from which owners or occupants of abutting lands and other persons have no legal right of access, except at points as determined by the highway authority having jurisdiction over the highway; and

WHEREAS, Utah Code § 41-6a-715(5) provides that for a highway within the jurisdiction of a county highway authority, the highway authority may enact ordinances to implement provisions of Utah Code § 41-6a-715; and

WHEREAS, Utah Code § 41-6a-715(1) provides that a highway authority may regulate or prohibit the use of a controlled-access highway within the highway authority's jurisdiction by any class or type of traffic that the highway authority determines is incompatible with the normal and safe movement of traffic; and

WHEREAS, Utah Code § 41-6a-715(3) requires a highway authority regulating or prohibiting the use of a controlled-access highway to erect and maintain traffic-control devices to inform the public of any regulations, prohibitions, or restrictions; and

WHEREAS, Landfill Road is designed primarily for through traffic and owners or occupants of abutting land and other person have no legal right of access, except at points as determined by the Board of County Commissioners acting as the highway authority having jurisdiction over unincorporated Box Elder County; and

WHEREAS, Utah Code § 41-6a-714 prohibits the operation of vehicles onto or from any controlled-access highway except at entrances and exits established by the highway authority and makes a violation thereof an infraction; and

WHEREAS, the Board of County Commissioners acting as the highway authority having jurisdiction over unincorporated Box Elder County finds that the use of bicycles, electric assisted bicycles, and motor assisted scooters on Landfill Road is incompatible with the normal and safe movement of traffic on Landfill Road, particularly the normal and safe movement of heavy truck traffic; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the health, safety, and welfare of the residents of Box Elder County to designate Landfill Road as a controlled-access highway and prohibit the use of bicycles thereon.

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

Section 1: Incorporation of Recitals. The foregoing “WHEREAS” clauses are hereby incorporated into this Ordinance and made a part hereof as factual findings of the Board.

Section 2: Definitions. As used herein, the following terms have the following meanings:

“Bicycle” has the same definition as provided in Utah Code § 41-6a-102(7), including any future amendments or changes to the same.

“Electric assisted bicycle” has the same definition as provided in Utah Code § 41-6a-102(21), including any future amendments or changes to the same.

“Motor assisted scooter” has the same definition as provided in Utah Code § 41-6a-102(50), including any future amendments or changes to the same.

“Traffic-control device” has the same definition as provided in Utah Code § 41-6a-102(91), including any future amendments or changes to the same.

Section 2: Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of County Commissioners of Box Elder County hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 3: Designation as a Controlled-Access Highway. The Box Elder County Commission, acting as the highway authority, hereby designates Landfill Road, beginning at 6800 North and continuing southward to the end thereof, as a controlled-access highway.

Section 4: Establishment of Entrances and Exits. The Box Elder County Commission, acting as the highway authority, hereby establishes the following:

- (a) an entrance to the controlled-access highway created herein at the intersection of Landfill Road and 6800 North;
- (b) an exit to the controlled-access highway created herein at the intersection of Landfill Road and 6800 North;
- (c) an entrance to the controlled-access highway created herein at the Box Elder County Landfill; and
- (d) an exit to the controlled-access highway created herein at the Box Elder County Landfill.

The Box Elder County Commission, acting as the highway authority, hereby prohibits the operation of any vehicle onto or from the controlled-access highway created herein except at the above-established entrances or exits.

The Box Elder County Commission, acting as the highway authority, hereby instructs the Box Elder County Road Department to study whether any additional entrances or exits should be established and make recommendations accordingly to the Box Elder County Commission.

Section 4: Prohibition of Classes of Vehicles on Landfill Road. The Box Elder County Commission, acting as the highway authority, hereby prohibits the use of bicycles, electric assisted bicycles, and motor assisted scooters on the portion of Landfill Road that is designated as a controlled-access highway.

Section 5: Erection of Appropriate Signage. The Box Elder County Commission hereby authorizes the Box Elder County Road Department, and any other appropriate department of the County, to erect and maintain traffic-control devices informing the public of the prohibition on the use of bicycles on Landfill Road.

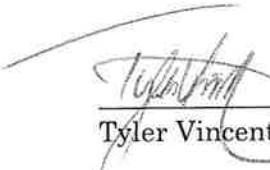
Section 6: Penalties. An individual who operates a bicycle, an electric assisted bicycle, or a motor assisted scooter on the controlled-access highway created herein is guilty of an infraction. An individual who operates any vehicle onto or from the controlled-access highway created herein except at the above-established entrances or exits is guilty of an infraction.

Section 7: Repealer. All resolutions, ordinances, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 8: Effective Date. This Ordinance shall become effective 15 days after its passage, approval, and publication, or posting as required by law.

PASSED, ADOPTED, AND APPROVED this 13th day of August, 2026.

BOX ELDER COUNTY COMMISSION


Tyler Vincent, Chair

ATTEST:



Marla Young, County Clerk
Tammy Gibson