

**MINUTES
BOX ELDER COUNTY COMMISSION
SEPTEMBER 2, 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 **September 2, 2026**. The following members were present:

Tyler Vincent	Chairman
Lee Perry	Commissioner
Boyd Bingham	Commissioner
Marla R. Young	Clerk

The following items were discussed:

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

The Administrative/Operational Session adjourned at 4:50 p.m.

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

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

The prayer was offered by Commissioner Perry.

The Pledge of Allegiance was led by Treasurer Shaun Thornley.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JULY 22, 2026 AND AUGUST 12, 2026 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

There were no Administrative Review items discussed.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

Zoning Townhall Meetings - Commissioner Bingham

Commissioner Bingham announced they will be holding Zoning Townhall Meetings September 15, 2026 at USU Brigham City, beginning at 7:00 pm and September 26 at the fairgrounds beginning at 10:00 am.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management issues discussed.

ARPA/LATCF

There were no ARPA/LATCF items discussed.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Peach Days 2026 Presentation-Monica Holdaway

Monica Holdaway, Box Elder Chamber Executive Director, presented the Commission with Peach Days merchandise. She gave an overview of the event. She thanked the Commission for allowing them to use county property for the event and their support.

PUBLIC HEARING

Proposed Agricultural Protection Area Public Hearing (Elwood Area)-Marla Young

Clerk Marla Young explained the agricultural protection area is in the Elwood area and contains 1,384.76 acres. All proper publications and mailings have been sent and it has been reviewed by the Ag Board and the Planning Commission.

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

DeAnna Hardy of Brigham City stated Ag protections are not constitutionally principled. Having a fee required is extortion. It would be interesting to survey the public to see who has read the constitution. She asked the Commission to keep their oath of office. The Utah Legislature passes arbitrary laws that are contrary to both constitutions.

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

CLERK'S OFFICE

Resolution #26-26 Approving A Proposal to Create an Agriculture Protection Area (Barfuss)-Marla Young

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

ATTACHMENT NO. 2 - Resolution #26-26

COMMISSIONERS

Predator Control Contract #26-47-Chrisee Bennett

Commission Secretary Chrisee Bennett stated Contract #26-47 is a renewal of the contract with ranchers and the state for predator control.

MOTION: Commissioner Perry made a motion to approve Contract #26-47. 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 - Contract #26-47

Ambulance and Fire Needs of Box Elder County and Willard City-Jeremy Kimpton

Jeremy Kimpton, Willard City Manager, and Van Mund, Willard City Fire Chief, ask for direction from the Commission about fire services in South Willard. They said the fire contract has expired and they would like to discuss how they see fire and ambulance services in the future.

Commissioner Perry stated it is beneficial to have ambulance services closer to the citizens of South Willard and would like to see an agreement drafted.

Chairman Vincent stated he would like to sit down and have a discussion, work with the county attorney's office, and update the fire contract.

Requesting to Purchase a Surplus Parcel #08-065-0012 a Compliant Parcel that was not Sold at Tax Sale in 2026-Ryan Nelson

Ryan Nelson stated he is interested in purchasing a parcel of property owned by the county. The parcel # is 08-065-0012. He explained it is a compliant parcel that was not sold at the tax sale. The property is in the Park Valley area west of Snowville and contains 8.8 acres. The parcel straddles Highway 30.

Community Development Director Scott Lyons stated when the county owns surplus property, they must go through the property disposal process. First, the Commission needs to decide if they want to keep the surplus property. If not, then they can go through the proper process and determine how to value the property, give recommendations, and go through the noticing period.

Commissioner Perry suggested the Commission take it under advisement and bring it back at the next commission meeting so they can explore the options and look at the property.

MOTION: Commissioner Perry made a motion to table the item until the next meeting for additional information. The motion was seconded by Commissioner Bingham and the item was tabled.

Appointment to the Mineral Lease Special Service District-Commissioners

Commissioner Perry recommended the Commission appoint Michael A. Allen of Brigham City to serve on the Mineral Lease Board.

MOTION: Commissioner Perry made a motion to appoint Michael A. Allen to serve on the Mineral Lease Board. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

COMMUNITY DEVELOPMENT

Ordinance #666 - Home Occupations (Prohibited Uses) Text Amendment-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #666 is a text amendment to section 5-1-290 of the Land Use and Development Code. It regulates home occupations. It listed prohibited uses such as body piercings, tattoos and body art using definitions from state code. The request was to remove some of the prohibited uses in its entirety. Some of the definitions get technical with the health department. It also included permanent makeup. They held a public hearing at the Planning Commission meeting and there was no opposition. The Planning Commission has forwarded a recommendation of approval.

MOTION: Commissioner Perry made a motion to approve Ordinance #666. 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 - Ordinance #666

FAIRGROUNDS

Ratification of Agreement #26-49 - for Rodeo Services-Glen Thurston

Chairman Vincent explained Agreement #26-49 was signed before the rodeo as it was time sensitive. The Commission needs to ratify the signature.

MOTION: Commissioner Perry made a motion to ratify the Commission signatures on Agreement #26-49 for rodeo 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. 5 - Agreement #26-49

RECORDER'S OFFICE

FY27 Public Land Survey System Grant Agreement #26-48 from the Monument Replacement and Restoration Committee-Chad Montgomery

Recorder Chad Montgomery explained Agreement #26-48. He said it is a standard state contract for a grant they apply for each year to upgrade and perpetuate the section corners within the county in the amount of \$ 24,836.80.

MOTION: Commissioner Bingham made a motion to approve Grant Agreement #26-48. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 6 - Agreement #26-48

PUBLIC HEARING

Winter 2026 Seasonal Road Closure Public Hearing-Darin McFarland

Road Supervisor Darin McFarland stated the public hearing is for the annual announcement of seasonal road closures within the county. The roads are: Dairy Valley Road, Willard Peak Road, Rocky Dugway Road, Long Divide Road, and Short Divide Road.

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

Vernan Werner stated he inherited property that has been in his family for years. He has over 6 miles of property in the Devils Gate Valley. He gave some history on the road and spoke about the road being closed due to the public causing property damage. He said there is access to vehicles that are 52 inches. He recommended the gate be closed completely not just limited access. It does restrict the landowners. Anyone with a small vehicle can do what they want but it restricts the landowner from checking on their property. He feels that property owners should have a key to be able to access their property. He reported that signage has been taken down.

Ty Thompson with Mantua Valley Recreation suggested an intermediate gate at White Rock as the upper three miles take longer to melt the snow.

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

ROAD DEPARTMENT

Seasonal Road Closure Ordinance #658 for Winter 2026-Darin McFarland

MOTION: Commissioner Perry made a motion to approve Ordinance #658 with knowledge that they may revisit with an amendment. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 7 - Ordinance #658

HUMAN RESOURCES

HR Administrative Services Director Assignment Agreement #26-50-Jenica Stander

HR Director Jenica Stander explained Agreement #26-50 is for an Administrator Services Director. The agreement allows the Commission to appoint the director for a temporary period. The department will house GIS, Risk Management, and the PIO of the County.

MOTION: Commissioner Bingham made a motion to approve Agreement #26-50. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 8 - Agreement #26-50

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 opposes the zoning of all Box Elder County because it is not constitutionally principled. The only time zoning should be required is when a landowner is doing something immoral or dangerous. She asked why the Planning Commission should have arbitrary power over property owners in telling them what they can and cannot do with their property. The Planning Commission is just another quasi-government program operated by appointed board members which goes against our Republic form of government. She quoted James Madison's comments on property.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 130520 through 130573 in the amount of \$488,087.17 with voided claim number 122335 and claim numbers 130410 through 130519 in the amount of \$944,057.81 with voided claim number 130409 and claim numbers 130364 through 130408 in the amount of \$223,623.40.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Type of Change:	Effective Date:
CHRISTENSEN, DOUG	FAIR	VOLUNTEER	8/25/2026
KENT, JEFF	FAIR	VOLUNTEER	8/25/2026
LEISHMAN, JESSICA	FAIR	VOLUNTEER	8/25/2026
GIBBS, VAL	FAIR	VOLUNTEER	8/18/2026
GRUNDING, AARON	FAIR	VOLUNTEER	8/18/2026
TREE, NICHOLAS	FAIR	VOLUNTEER	8/18/2026
TREE, CYNTHIA	FAIR	VOLUNTEER	8/18/2026
HANSEN, JENNIFER	FAIR	VOLUNTEER	8/18/2026
JENSEN, JODEE	FAIR	VOLUNTEER	8/18/2026
KING, YALE	FAIR	VOLUNTEER	8/18/2026
POULTER, ADA	FAIR	VOLUNTEER	8/18/2026
ROBERTS, KIMBERLY	FAIR	VOLUNTEER	8/18/2026
SANO, CANDICE	FAIR	VOLUNTEER	8/18/2026
SEDERHOLM, KELLY	FAIR	VOLUNTEER	8/18/2026
STAHELI, ANGELA	FAIR	VOLUNTEER	8/18/2026
WHITLEY, BREISHA	FAIR	VOLUNTEER	8/18/2026
JOHNSON, NIKOLAS	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/22/2026
COOK, JASON	ROAD DEPARTMENT	COMPENSATION CHANGE	09/02/2026
BORG, DALLEN	WEED DEPARTMENT	SEPARATION	08/29/2026
CHRISTENSEN, JAREN	WEED DEPARTMENT	SEPARATION	08/29/2026
THOMPSON, DOUGLAS	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/24/2026
SACCO, TONYA	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/08/2026
PEREZ, RIBAY	SHERIFF'S OFFICE	COMPENSATION CHANGE	08/31/2026
HOPKINS, ANDREW	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/15/2026
UDY, TRAVIS	FAIRGROUNDS	COMPENSATION CHANGE	08/13/2026

WAGER, MARCUS	PLANNING	COMPENSATION CHANGE	08/18/2026
BELTRAN, AZUCENA	SHERIFF'S OFFICE	COMPENSATION CHANGE	08/25/2026
PEREZ, RIBAY	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/03/2026
WEST, ROBERT	SHERIFF'S OFFICE	NEW HIRE	08/24/2026
FREEZE, WYATT	WEED DEPARTMENT	COMPENSATION CHANGE	08/12/2026
NELSON, AMMON	WEED DEPARTMENT	SEPARATION	08/20/2026
MARTINEZ, MIRANDA	BUILDINGS & GROUND	COMPENSATION CHANGE	08/11/2026
MAY, JANESEA	FAIRGROUNDS	REHIRE	08/25/2026
MAY, JANESEA	CLERK	TRANSFER	08/31/2026
HENDRICKS, JULIE	FAIRGROUNDS	REHIRE	08/25/2026
HENDRICKS, JULIE	CLERK	TRANSFER	08/25/2026
ZIESENIS, BRITTANY	SHERIFF'S OFFICE	COMPENSATION CHANGE	08/04/2026
HUNTER, RILEY	SHERIFF'S OFFICE	COMPENSATION CHANGE	08/17/2026
BURTON, THOMAS	BUILDINGS & GROUND	COMPENSATION CHANGE	08/16/2026
SILVA, OSCAR	SHERIFF'S OFFICE	COMPENSATION CHANGE	08/21/2026
ALVARADO, KATELYN	TREASURER'S OFFICE	COMPENSATION CHANGE	08/04/2026
KOTTER, HAYDEN	WEED DEPARTMENT	SEPARATION	08/13/2026
ASHTON, DOUGLAS	LANDFILL	COMPENSATION CHANGE	08/07/2026
JOHNSON, WYLIE	ROAD DEPARTMENT	SEPARATION	08/06/2026
BURT, JABEZ	ROAD DEPARTMENT	COMPENSATION CHANGE	08/10/2026
BURT, JABEZ	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
DESPAIN, WILLOW	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
FACER, PHILIP	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
EWING, JASON	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
MCCAFFERTY, WESTON	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
KIMBER, A. WILLIAM	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
HANSEN, THOMAS	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
DOUGLAS, FRED	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
CHRISTOFFERSEN, CHANDLER	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
WATKINS, TYSON	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
FISCHER, DALE	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
BURNETT, MICHAEL	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
SPENCER, DOUGLAS	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
GATEHOUSE, CHAD	ROAD DEPARTMENT	COMPENSATION CHANGE	08/12/2026
MORRIS, JOSHUA	SHERIFF'S OFFICE	NEW HIRE	09/08/2026

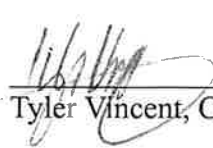
CLOSED SESSION

There was not a closed session.

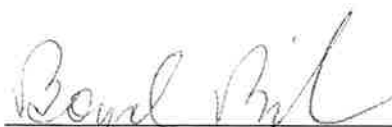
ADJOURNMENT

A motion was made by Commissioner Bingham to adjourn. Commissioner Perry seconded the motion, and the meeting adjourned at 5:52 pm.

ADOPTED AND APPROVED in regular session this 16th 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, September 02, 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 September 2, 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: Commissioner Perry
- B. Pledge of Allegiance Given by: Treasurer Shaun Thornley
- C. Approve Minutes from July 22, 2026 and August 12, 2026

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA/LATCF

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 5:08 Peach Days 2026 Presentation-Monica Holdaway

8. PUBLIC HEARING

- A. 5:18 Proposed Agricultural Protection Area Public Hearing (Elwood Area)-Marla Young

9. CLERK'S OFFICE

- A. 5:28 Resolution #26-26 Approving A Proposal to Create an Agriculture Protection Area (Barfuss)-Marla Young

10. COMMISSIONERS

- A. 5:30 Predator Control Contract #26-47-Chrisee Bennett
- B. 5:32 Ambulance and Fire Needs of Box Elder County and Willard City-Jeremy Kimpton
- C. 5:34 Requesting to Purchase a Surplus Parcel #08-065-0012 a Compliant Parcel that was not Sold at Tax Sale in 2026-Ryan Nelson
- D. 5:36 Appointment to the Mineral Lease Special Service District-Commissioners

11. COMMUNITY DEVELOPMENT

- A. 5:38 Ordinance #666 - Home Occupations (Prohibited Uses) Text Amendment-Scott Lyons

12. FAIRGROUNDS

- A. 5:40 Ratification of Agreement #26-49 - for Rodeo Services-Glen Thurston

13. RECORDER'S OFFICE

- A. 5:42 FY27 Public Land Survey System Grant Agreement #26-48 from the Monument Replacement and Restoration Committee-Chad Montgomery

14. PUBLIC HEARING

- A. 5:44 Winter 2026 Seasonal Road Closure Public Hearing-Darin McFarland

15. ROAD DEPARTMENT

- A. 5:54 Seasonal Road Closure Ordinance #658 for Winter 2026-Darin McFarland

16. HUMAN RESOURCES

- A. 5:56 HR Administrative Services Director Assignment Agreement #26-50-Jenica Stander

17. 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.

18. WARRANT REGISTER

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

20. CLOSED SESSION

21. ADJOURNMENT

Prepared and posted this 28th day of August, 2026. Mailed to the Box Elder News Journal and the Leader on the 28th day 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.



Marla R. Young - County Clerk
Box Elder County

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

PUBLIC HEARING

EVENT : Barfuss Agricultural Protection Area

DATE : September 2, 2026

NO	NAME
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1	Chrisee Bennett
2	Heal Jeppson
3	DeAnna Hardy
4	Chad Montgomery
5	Jenica Stander
6	Kerin Poy
7	Kethy Keller
8	Don Dwyer
9	Dave Smith
10	Dennis Christensen
11	Josh Capell
12	My McFarland

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RESOLUTION NO. 26-26

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

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

- A. A proposal was filed by a landowner or landowners that a total of 1384.76 acres of land in agriculture production located in Box Elder County be established and created as an agriculture protection area.
- B. Notice of the filing of the proposal was published pursuant to UCA Section 17-81-302 and all proposals for modification and objections were received by the County Commission.
- C. The County Commission referred the proposal and all proposed modifications and objections to the Box Elder County Agriculture Protection Area Advisory Board and the Box Elder County Planning Commission. Reports from each of these boards were received and reviewed by the County Commission.
- D. The County Commission conducted a public hearing pursuant to notice as required by UCA Section 17-81-204 and received public comment from all persons who appeared at the public hearing and spoke in favor or against the proposal, any proposed modifications to the proposal or the recommendations of the Advisory Board and the Planning Commission
- E. The County Commission has considered all of the reports, comments and information provided to it and has considered whether the land within the proposed agriculture protection area is currently being used for agriculture production, whether the land is zoned for agriculture use, whether the land is viable for agriculture production, the extent and nature of existing or proposed farm improvements and anticipated trends in agricultural and technological conditions that might affect the proposed agriculture protection area.

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

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

(See Attachment A)

Entry No. 503597
05/14/2026 03:51:20 PM
ORDINANCE For BOX ELDER COUNTY
Chad Montgomery, Box Elder County Utah Recorder
B: 1670 P: 0629
FEE \$0.00
Pages: 14

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

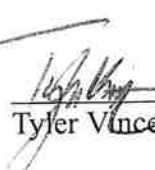
Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 2nd day of September, 2026.



ATTEST:


Marla R. Young, Clerk


Tyler Vincent, Chairman


Lee Perry, Commissioner


Boyd Bingham, Commissioner

Acknowledgment

State of Utah)

County of Box Elder

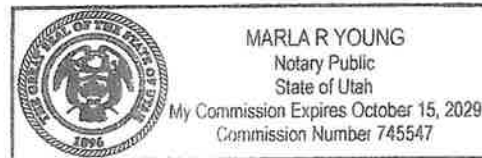
On this 2nd day of September in the year 2020, before me, Marla R. Young a notary
date month year notary public name

public, personally appeared Boyd Bingham
Tyler Vincent, Lee Perry proved on the basis of satisfactory
name of document signer

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

Witness my hand and official seal.

Marla R. Young
(notary signature)



(seal)

Attachment A.

LEGAL DESCRIPTIONS

04-052-0067

BEGINNING ON THE WEST R/W LINE OF 6800 WEST STREET AND AT A POINT 1329.26 FT SOUTH 00°31'34" EAST ALONG THE SECTION LINE (BASIS OF BEARING) AND 33.00 FEET SOUTH 89°00'47" WEST AND 305.96 FT SOUTH 00°31'34" EAST FROM THE NORTHEAST CORNER OF SEC 04, T 10N, R 03W, SLBM. THENCE SOUTH 00°31'34" EAST 870.36 FT ALONG SAID WEST R/W LINE TO THE FENCED AND OCCUPIED NORTHERLY LINE OF THE DALE JENSEN PROPERTY (TAX PARCEL NO 04-052-0023); SOUTH 88°53'32" WEST 170.00 FT; SOUTH 00°31'43" EAST 120.00 FT ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION TO NORTH LINE OF 6800 NORTH STREET; SOUTH 88°53'32" WEST 620.60 FT ALONG A LINE PARALLEL WITH THE QUARTER SECTION LINE; NORTH 00°31'34" WEST 992.03 FT; NORTH 89°00'47" EAST 790.59 FT TO THE POINT OF BEGINNING.

04-052-0024

BEG AT THE SE COR OF N/2 OF NW/4 OF SEC 04 T10N R03W SLM, N 522.5 FT, W 418 FT, S 522.5 FT, E 418 FT TO POB.

SUBJECT TO CO RD ALG THE E SIDE

05-084-0007

N 1/2 OF SE/4 & E 1/2 OF NE/4 OF SW/4 OF SEC 20, TWP 11N, R 3W, SLM.

EXC: BEG AT NE COR OF SE/4 OF SEC 20, W 1300 FT, S 650 FT, E 1300 FT, N 650 FT TO BEG.

05-084-0008

BEG AT NE COR OF SE/4 OF SEC 20, TWP 11N, R 3W, SLM, W 1300 FT, S 650 FT, E 1300 FT, N 650 FT TO BEG.

05-085-0017

SW/4 OF SW/4 OF SEC 21, TWP 11N, R 3W, SLM, LESS R/W FOR ROAD AND DRAIN AS NOW LOC.

05-086-0007

REMAINDER DESC: BEG 33.021 FT S88°07'22"E FRM W/4 COR SEC 22 T11N R03W SLM SD PT E R/W/L 6800 W ST & NW COR TAX#05-086-0010, N00°08'43"W 197.565 FT TO SW COR TAX#05-086- 0008, N89°51'17"E 746.75 TO SE COR SD TAX#, N00°08'43"W 175 FT TO NE COR SD TAX#, S89°51'17"W 746.75 FT TO NW COR SD TAX#, N00°08'49"W 118.243 FT TO SW COR TAX#05-086- 0032, N87°41'52"E 264 FT TO SE COR SD TAX#, N00°08'43"W 165 FT TO NE COR SD TAX#, N87°41'52"E (E BY REC) 1752.35FT TO SE COR TAX#05-086-0006 SD PT ALSO W R/W/L OSLRR, S04°28'40"W (S03°02'W BY REC), ALG OSLRR W R/W/L 739.06 FT TO NE COR TAX#05-086-0012, W 1955.356 FT TO POB.

05-086-0009

BEG AT THE SE COR OF THE NW/4 OF SEC 22 T11N R03W SLM. N 1338 FT, W 419 FT, TO THE O.S.L. R/W,
S03°02' W ALG R R R/W 1341 FT, E 526 FT TO BEG.

05-086-0012

THE NE/4 OF THE SW/4 OF SEC 22, TWP 11N, R 3W, SLM, LESS ROADS AND R.R. LESS:
LOT 1 E L STENQUIST MINOR SUB DESC AS FOLLOWS: BEG AT A PT 2097.62 FT E ALG
1/4 SEC LINE FROM W/4 COR OF SEC 22, N 89°58'56E 530.01 FT ALG SD 1/4 SEC LINE, S
02°13'52W 167.20 FT ALG N/S 1/4 SEC LINE, S88°15'07W 541.71 FT TO ELY R/W LINE OF
RR PROP, N 06°48'29E 151.45 FT ALG SD R/W LINE TO POB.

05-086-0015

THE SE/4 OF THE SW/4 OF SEC 22, T 11N, R 03W, SLBM.

LESS ROAD ON SOUTH SIDE OF SAID PARCEL [237851].

LESS BEG AT A POINT 260 FT EAST OF SW CORNER OF SE/4 OF SW/4 OF SAID SEC,
EAST 203 FT M/L TO O.S.L.R.R. R/W, NORTH ALONG SAID R/W 150 FT, WEST 203 FT M/L
TO A POINT DUE NORTH OF POB, SOUTH 150 FT TO BEGINNING.

05-086-0016

NW/4 OF THE NE/4 OF SEC 22, TWP 11N R 3W, SLM, CONT 39 ACS.

05-086-0022

BEG 2 RDS S OF NW COR NE/4 NE/4 SEC 22 T11N R3W SLM, E 20 RDS, S 16 RDS E 20
RDS, S 62 RDS, W 40 RDS TO SW COR NE/4 NE/4, N 78 RDS TO POB.

05-086-0024

E/2 OF SE/4 OF SEC 22, TWP 11N, R 3W, SLM. EXC OR ROADS.

05-086-0025

BEG AT A PT 348 FT E FRM NW COR OF S/2 OF NE/4 OF SEC 22, TWP 11N, R 3W, SLM, E
987 FT, S 691 FT, W 1296 FT, N 539 FT, E 282 FT, N 152 FT TO POB. CONTG 17.52 ACS.

05-086-0038

PART OF THE NE/4 OF SEC 22, T 11N, R 03W, SLM. BEG POINT ON THE WEST R/W LINE
OF 6000 WEST ST S 00°56'11" E 1120.28 FT ALONG THE EAST LINE OF SD SEC & S
89°03'49" W 66.00 FT FROM THE NE CORNER OF SD NE/4, S 86°45'58" W 503.53 FT TO AN
EXISTING FENCE LINE, N 01°20'09" W 1084.26 FT ALONG SD FENCE LINE TO THE
SOUTH R/W LINE OF 9600 NORTH ST, N 86°45'34" E 265.31 FT ALONG SD SOUTH R/W
LINE, S 00°48'35" E 172.70 FT, N 89°46'00" E 246.00 FT TO THE SD WEST R/W LINE OF
6000 WEST ST, S 00°56'11" E 899.00 FT ALONG SD R/W LINE TO THE POB (REMAINDER
DESCRIPTION).

05-086-0054

THE SW/4 OF THE SW/4 OF SEC 22, TWP 11N, R 3W, SLM,
LESS: ROADS.

LESS: [05-086-0045] PART OF SW/4 OF SW/4 OF SEC 22, T 11N, R 03W, SLM. COM AT SW COR OF SD SEC 22 MONUMENTED WITH A RR SPIKE, N02°11'24"E 1333.66 FT ALG W/L OF SEC 22 TO NW COR OF SW/4 SW/4 OF SD SEC 22, N89°59'32"E 33.02 FT TO E R/W/L OF 6800 W ST & POB, N89°59'32"E 241.49 FT ALG N/L OF SW/4 SW/4 SD SEC 22, S 177.87 FT, S89°59'32"W 248.30 FT TO E R/W/L OF 6800 W ST, N02°11'24"E 178.00 FT TO POB.

LESS: [05-086-0048] LOT 01, DAVID NIELSON SUBDIVISION, PHASE 01. PART OF SEC 22, T 11N, R 03W, SLBM.

LESS: [05-086-0053] PART OF THE SW/4 OF THE SW/4 OF SECTION 22, T 11N, R 03W, SLBM. COMMENCING AT THE SW CORNER OF SAID SECTION 22, MONUMENTED WITH A RAILROAD SPIKE, N 02°11'24" E 1331.44 FT ALONG THE WEST LINE OF SECTION 22 & N 89°59'32" E 33.03 FT TO THE EAST R/W LINE OF 6800 WEST ST, AND THE POINT OF BEGINNING. THENCE N 89°56'26" E 357.00 FT ALONG AN EXISTING FENCE LINE; S 02°11'24" W 122.17 FT TO THE NE CORNER OF LOT 01, DAVID NIELSON SUBDIVISION, PHASE 01; S 89°56'26" W 357.00 FT ALONG THE NORTH LINE OF SAID LOT 01 TO THE NW CORNER OF SAID LOT 01, ALSO BEING A POINT ON THE EAST R/W LINE OF 6800 WEST ST; N 02°11'24" E 122.17 FT ALONG THE EAST R/W OF 6800 WEST ST TO THE POINT OF BEGINNING.

05-087-0057

PART OF NW/4 SEC 23, T 11N, R 03W, SLM. BEG AT POINT S 00°00'00" W FROM NW CORNER ALONG SEC/L 1334.46 FT TO SW CORNER OF S/2 OF N/2 OF NW/4 OF SD SEC 23. THENCE N 89°09'10" E 1251.10 FT TO EXISTING FENCE LINE; ALONG EXISTING FENCE LINE THE FOLLOWING FOUR (4) COURSES: 1) N 01°05'55" E 40.22 FT; 2) N 67°33'14" W 299.02 FT; 3) N 22°57'46" W 176.37 FT; 4) N 12°10'52" W 345.36 FT TO NORTH LINE OF SD S/2 OF SD SEC; WEST 700.53 FT M/L TO NE CORNER OF PARCEL [05-087-0034]; SOUTH 165 FT; WEST 132 FT; NORTH 165 FT; WEST 16.5 FT TO WEST LINE OF SD SEC 23; SOUTH 660 FT M/L TO POB.

LESS: [05-087-0056] LOT 01, NICK & LINSEY NESSEN SUBDIVISION, BE COUNTY. PART OF SEC 23, T 11N, R 03W, SLBM.

05-087-0008

[LOT 4 LAMAR HESLOP MINOR SUBD, AMENDED] BEG ON THE NLY R/W/L OF 8800 N ST AT A PT 33.06 FT N ALG SEC/L SW COR SEC 23 T11N R3W SLM, N 2637.19 FT TO 1/4 SEC/L FENCE, N87°46'06"E 1563.20 FT TO W BANK OF MALAD RIVER, FOLLOWING 16 COURSES MEANDERING ALG SD BANK OF RIVER, (1) S44°51'13"E 64.55 FT, (2) N79°18'28"E 102.51 FT, (3) S07°37'21"W 58.99 FT, (4) S77°50'53"W 211.26 FT, (5) S28°23'39"W 79.04 FT, (6) S28°45'04"E 136.71 FT, (7) S69°25'56"E 101.13 FT, (8) S19°50'18"E 30.69 FT, (9) 39°52'39"W 172.13 FT, (10) S29°58'10"W 84.11 FT, (11) S58°33'29"W 146.50 FT, (12) S40°47'51"W 94.58 FT, (13) S15°25'31"W 93.41 FT, (14) S01°39'51"E 134.24 FT, (15) S 30°20'09"E 183.89 FT, (16) S17°32'52"E 89.59 FT, S87°42'14"W 359.43 FT ALG FENCE/L, S01°07'24"W 569.51 FT PARALLEL TO & 5 FT DIST ELY FRM C/L CONCRETE DITCH, S18°17'26"W 908.00 FT PARALLEL TO & 5 FT DIST ELY FRM SD DITCH TO NLY R/W/L OF

8800 N ST, S77°23'28W 20.00 FT ALG SD R/W/L, S86°32'50W 713.49 FT CONTINUING ALG SD R/W/L TO POB.

05-090-0004

NW/4 OF SW/4 OF NW/4 OF SEC 26, TWP 11N, R 3W, SLM: WEST OF MALAD RIVER.

05-090-0027

BEG AT A PT 220 FT S OF THE NW COR OF THE SW/4 OF SEC 26, TWP 11N, R 3W, SLM, TH N 87°33'E 179.6 FT, TH S 25°49'W 98.2 FT, TH S 41°17'E 345 FT, TH S 22°10'W 733 FT, THENCE THE PRECEDING THREE COURSES BEING ALG THE BANK OF THE CORINNE MILL DITCH, TH W 86 FT, TH N ALG THE SEC LINE 1030 FT TO THE POB.

05-091-0001

BEG 33 FT E OF NW COR OF SEC 27, TWP 11N, R 3W, SLM, E 1287 FT, S 1402 FT TO BEG. EXC OF RES. LESS: BEG AT A PT 1185.0 FT N 87°49'E (E BY RECORD) ALG SEC LINE & 33.0 FT S FROM NW COR OF SD SEC 27, SD PT BEING ON S LINE OF CO RD KNOWN AS 8800 N ST, N 87°49'E 135.0 FT, S 160 FT, S 87°49'W 135.0 FT, N 160 FT TO BEG. CONTG 39.44 ACRES ORIGINAL PRINCIPAL INTEREST 37.80 ACRES ASSESSED 39.44 TOTAL ASSESSMENT PER ACRE .30 TOTAL ASSESSMENT 11.83

05-091-0008

BEG AT A PT 33 FT N & 1455 FT E OF SW COR OF SEC 27, TWP 11N, R 3W, SLM, RUNNING N 5°30'E ALG R.R. TO 1/2 SEC LINE, E 909 FT, W 1119 FT TO BEG.
LESS: ROADS.
LESS: INSIDE ELWOOD CITY LIMITS.

05-091-0010

NW/4 OF NE/4 OF SEC 27, TWP 11N, R 3W, SLM. EXC OF RES.

05-091-0012

NE/4 OF NE/4 OF SEC 27, WP 11N, R 3 W, SLM, LESS ROADS.

05-091-0013

BEG AT A PT 66 FT W & 670.5 FT N OF SE COR OF NE/4 OF SEC 27, TWP 11N, R 3W, SLM, RUNNING S 88°W 1247 FT. N 662 FT, N 88°E 1247 FT, S 662 FT TO BEG.

05-091-0037

A TRACT OF LAND SITUATED ON THE NE/4 OF SEC 27, T 11N, R 03W, SLM, US SURVEY BE COUNTY. COM AT E/4 CORNER OF SD SEC 27, NORTH 670.50 FT ALONG SEC LINE, N 90°00'00" W 66.00 FT TO WEST LINE OF 6000 WEST ST, S 00°00'00" E 66.04 FT ALONG WEST LINE OF 6000 WEST ST, S 88°00'00" W 167.20 FT ADJOINING LOT 01 ROBERT NEIL JACOBSON SUBDIVISION TO TRUE POB. THENCE S 00°00'00" W 127.42 FT ADJOINING LOT 01 ROBERT NEIL JACOBSON SUBDIVISION, N 90°00'00" W 132.90 FT ADJOINING LOT 02 ROBERT NEIL JACOBSON SUBDIVISION, S 00°00'00" W 164.94 FT ADJOINING LOT

02 ROBERT NEIL JACOBSON SUBDIVISION, S 88°00'00" W 2233.55 FT TO EASTERLY LINE OF A CANAL, N 00°10'15" E 287.75 FT ALONG EASTERLY LINE OF CANAL, N 88°00'00" E 2365.67 TO POB (BOB EAST LINE OF NE/4 OF SEC 27, N 00°00'00" E).
SUB/TO: A R/W FOR INGRESS / EGRESS (ENT# 222558).

05-091-0042

ALL PRT OF THE E/2 OF NW/4 OF SEC 27 T11N R03W SLM LYING WLY OF MALED VALLEY RR PARCEL. LESS COUNTY RD AND DESCRIBED OF RECOR AS FOLLOWS: BEG AT A PT 33 FT S OF NW COR OF NE/4 OF NW/4 SEC 27 T11N R03W SLM, S 2624 FT M/L TO S/L OF SD/4 SEC, E253 FT M/L TO W/L OF MALAD VALLEY RR R/W, IN A NELY DIRECTION ALG SD RR R/W TO PT DUE E OF POB, W 460 FT M/L TO POB. CONT 25.82 AC M/L.
IOWA STRING DRAINAGE .30 PER ACRE TOTAL 7.75

05-091-0043

ALL THAT PRT OF THE E/2 OF NW/4 OF SEC 27 T11N R03W SLM LYING ELY OF THE MALAD VALLEY RR PARCE & W OF THE BEAR RIVER CANAL PARCEL WHICH IS DESCRIBED AS A 3 ROD STRIP.
LESS CO RD WHICH IS DESCRIBED AS A 2 ROD STRIP.
LESS 05-091-0005 BEG AT A PT ON E/L OF MALAD VALLEY RR R/W AT A PT WHERE THE SAME INTERCEPTS N/L OF SEC 27 T11N R03W SLM WHICH PT IS 562 FT M/L E OF THE NW COR OF E/2 OF NW/4 OF SD SEC, E 150 FT, S 303 FT, W 180 FT M/L TO E/L OF SD MALAD VALLEY RR R/W, NELY ALG SD R/W TO POB. SUJ TO EXISTING RD WAY OVER THE 2 RODS OF SD TRACT. CONT 42.03 AC M/L.
IOWA STRING DRAINAGE .30 PER ACRE TOTAL 12.61

05-093-0002

PART OF SEC 33 T11N R3W SLM: E/2 OF SEC LESS A 2 RD WIDE R/W ON NE & S SIDES. ALSO 3 RD R/W FOR CORINNE MILL. LESS THAT TRACT DEEDED TO JERROLD M WARD. ORIGINAL PRINCIPAL INTEREST 151.01 ACRES ASSESSED 159.75 TOTAL ASSESSMENT PER ACRE .30 TOTAL ASSESSMENT 47.92

05-094-0005

BEG AT A PT 33 FT E OF SW COR OF NW/4 OF SEC 34, TWP 11N, R 3W, SLM, RUNNING E 1097.5 FT, N 6°43'E 1228 FT, S 50°6'W 1610 FT, S 1°49'W 189 FT TO BEG.

05-201-0001

NW/4 OF SE/4 & NE/4 OF SW/4 OF SEC 15 T11N R03W SLM.
LESS R/W FOR ROADS, CANAL & MALAD VALLEY RR.
LESS: BEG AT A PT ON E/L OF CO RD 2520.7 FT N89°06'E ALG 1/4 SEC LINE & 815.4 FT S04°29'22"W FRM W/4 COR OF SEC 15, S04°29'22"W 464 FT ALG SD LINE, E 168.0 FT, N04°29'22"E 464.0 FT, W 168.0 FT TO POB.

LESS: BEG AT A PT ON E/L OF CO RD 2570.7 FT N88°06'E ALG 1/4 SEC LINE & 262.5 FT S04°29'22"W FRM W/4 COR OF SEC 15, S04°29'22"W 129.0 FT ALG SD LINE, E 168.0 FT, N04°29'22"E 129.0 FT, W 168.0 FT TO POB.

LESS: BEG AT A PT ON E/L OF CO RD 2570.7 FT N88°06'E ALG 1/4 SEC LINE & 16.5 FT S04°29'22"W FRM W/4 COR OF SEC 15, S04°29'22"W 246.0 FT ALG SD LINE, E 168.0 FT, N04°29'22"E 251.6 FT, S88°06'W 168.0 FT TO POB.

LESS: BEG AT A PT N88°06'E 1317.0 FT & S 16.5 FT FRM W/4 COR OF SEC 15, BEING ON S/L OF CO RD, N88°06'E 1109 FT ALG SD LINE, S04°29'22"W 346.0 FT ALG W/L OF MLVRR, N85°30'38"W 33.0 FT, S04°29'22"W 348.8 FT, S88°06'W 1021.79 FT, N ALG 1/4 1/4 LINE 687 FT TO POB.

RESERVING AN EASEMENT 10 FT WIDE ALG N SIDE FOR IRRIGATION DITCH.
CONT 54.09 AC M/L

05-201-0002

LOTS 2,3,4,5,6,7,8, OF SEC 15, TWP 11 N, R 3 W, SLM, LESS N 1 RD OF LOTS 4 & 5.

05-202-0022

A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN. DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED NORTH 89°56'30" WEST 312.11 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°56'30" WEST ALONG THE SOUTH LINE OF SAID SIXTEENTH SECTION 1011.17 FEET TO THE WEST LINE OF SAID SIXTEENTH SECTION; THENCE NORTH 00°06'47" WEST ALONG SAID WEST 40 ACRE LINE 1300.48 FEET TO THE SOUTH RIGHT OF WAY LINE OF 9600 NORTH STREET; THENCE SOUTH 89°56'55" EAST ALONG SAID RIGHT OF WAY LINE 1025.55 FEET TO THE WEST LINE OF PARCEL 08-202-0004; THENCE FOLLOWING SAID 05-202-0004 PROPERTY LINES THE FOLLOWING TWO COURSES, SOUTH 00°08'43" EAST 330.00 FEET; THENCE SOUTH 89°56'55" EAST 7.56 FEET; THENCE SOUTH 00°08'43" EAST 497.515 FEET; THENCE NORTH 88°47'26" WEST 22.68 FEET; THENCE SOUTH 00°08'43" EAST 473.54 FEET TO THE POINT OF BEGINNING.

05-202-0016

PART OF NE/4 SEC 21 T11N R3W SLM, BEG AT PT LOC N90°00'00"E ALG SEC/L 1084.29 FT & S00°00'00"W 33.00 FT & N90°00'00"E 237.27 FT & S00°11'21"E 236 FT FRM NW COR SD NE/4 SD PT BEING SE COR PAR #05-202-0015, S00°11'21"E 1064.82 FT TO SE COR OF NW /4 OF NE/4 SEC 21, S89°59'52"W 877.40 FT, N00°00'00"E 1064.85 FT, N90°00'00"E 844.4 FT M/L TO POB. 21.41 AC M/L ACRES

05-202-0018

NW/4 OF NE/4 OF SEC 21 T11N R3W SLM

LESS: BEG AT A PT ON S R/W LINE OF CO RD 33 FT S & 633 FT W OF NE COR OF NW/4 OF NE/4 OF SEC 21, W ALG SD R/W LINE 140 FT, S 102 FT, E 140 FT N 102 FT TO BEG.

LESS: BEG AT A PT ON S R/W LINE OF CO RD 33 FT S & 773 FT W OF NE COR OF NW/4 OF NE/4 OF SEC 21, W 100 FT S 236 FT, E 100 FT, N 236 FT TO POB SUBJECT TO EXIST RDS, DITCHES, CANALS & ANY R/WS. ORIGINAL PRINCIPAL INTEREST 37.42

LESS: BEG AT A PT ON THE S R/W LINE OF 9600 N ST LOC N 90°00'00"E ALG THE SEC LINE 218.37 FT, S 00°00'00" W 33 FT FROM THE NW COR OF SD NE/4 TH N 90°00'00"E 230.00 FT, S 00°00'00"W 600 FT, N 90°00'00"W 230 FT, N 00°00'00"E 600 FT TO POB.

LESS: BEG AT A PT ON S R/W LINE OF 9600 N ST LOC N 90°00'00"E ALG THE SEC LINE 688.46 FT & S 00°00'00"W 33.00 FT FROM THE NW COR OF SD NE/4 SD PT BEING DESC OF REC AS BEING LOC W 633 FT & S 33 FT FROM THE NE COR OF THE NW/4 OF SD NE/4, TH N 90°00'00"E 158.17 FT, S 00°00'00"W 236.00 FT, S 90°00'00"W 298.17 FT, N 00°00'00"E 134.00 FT, N 90°00'00" E 140.00 FT, N 00°00'00"E 102.00 FT TO POB.

LESS: LOT 3 STOKES MINOR SUB AMENDMENT II DESC AS: BEG AT A PT ON S R/W LINE OF 9600 N ST LOC N 90°00'00"E ALG SEC LINE 1084.29 FT & S 00°00'00"E 33.0 FT FROM NW COR OF NE/4, N 90°00'00"E 237.27 FT, S 00°11'21"W 236.0 FT, N90°00'00"W 238.05 FT, N 00°00'00"E 236.0 FT TO POB.

LESS: LOT 5 STOKES MINOR SUB AMENDMENT II, BEG AT A PT N 90°00'00"E ALG SEC LINE 448.37 FT & S00°00'00" W 269.0 FT FROM NW COR OF SD NE/4, S 00°00'00"W 433.96 FT, N 90°00'00" E 875.32 FT, N 00°11'21"W 433.96 FT N 90°00'00"W 873.89 FT TO POB.

LESS PART OF FOLLOWING: PART OF NE/4 SEC 21 T11N R3W SLM, BEG AT PT LOC N90°00'00"E ALG SEC/L 1084.29 FT & S00°00'00"W 33.00 FT & N90°00'00"E 237.27 FT & S00°11'21"E 236 FT FRM NW COR SD NE/4 SD PT BEING SE COR PAR #05-202-0015, S00°11'21"E 1064.82 FT TO SE COR OF NW /4 OF NE/4 SEC 21, S89°59'52"W 877.40 FT, N00°00'00"E 1064.85 FT, N90°00'00"E 844.4 FT M/L TO POB.

LESS: PAR 05-202-0017 DESC AS: PT OF NE/4 OF SEC 21, T11N R 03W SLM. BEG AT PT ON S R/W/L OF 9600 N ST LOC N90°00'00"E ALG SEC/L 184.88 FT & S00°00'00"W 33.00 FT FRM NW COR OF SD NE/4 & RUNNING N90°00'00"E 263.58 FT, S00°00'00"W 600.23 FT, N90°00'00"W 265.67 FT, N00°11'35"E 620.24 FT TO POB. SUBJ TO CERTAIN R/W SEE DOC #162166

LESS: [05-202-0014] PRT NE/4 SEC 21 T11N R03W SLM. BEG AT PT ON S R/W/L OF 9600 N ST LOC N 90°00'00"E ALG SEC/L 1084.29 FT & S00°00'00"W 33.0 FT FRM NW COR SD NE/4, S00°00'00"W 236.0 FT, N90°00'00"W 237.66 FT, N00°00'00"E 236.0 FT, S90°00'00"E 237.66 FT TO POB.

TOG/W EASE DISC IN DOC #210224 BK 919 PG 165 ACROSS 05-202-0017.

CONT 9.14 AC M/L

06-052-0047

ALL OF FOLLOWING DESC W OF CO ROAD: BEG 82 RDS S OF NE COR OF E/2 OF E/2 OF SE/4 OF SEC 24 T12N R03W SLM, W 40 RDS, S 78 RDS, E 36 RDS TO BEAR RIVER BLUFF, E ALG SD BLUFF 38 RDS TO SEC LINE, N 40 RDS TO BEG.

LESS ROADS.

LESS PT OF FOLLOWING: BEG AT PT ON W R/W/L OF 4400 W ST LOC N00°00'00"E 1412.12 FT ALG E/L OF SD SEC & N90°00'00"W 145.99 FT FRM SE COR OF SD SE/4, S24°21'43"W 175.00 FT ALG SD R/W/L, N64°18'33"W 111.17 FT, N01°19'24"W 113.29 FT, S89°19'53"E 175.00 FT TO POB. CONT 6.48 AC M/L.

06-069-0040

ALL OF NE/4 OF SEC 36, T 12N, R 03W, SLM: LYING BETWEEN CORINNE BRANCH OF BEAR RIVER CANAL & BEAR RIVER.

LESS: RDS.

LESS: [06-069-0041] COMMENCING AT A POINT WHICH LIES S 01°58'37" E 1161.92 FT & N 88°01'23" E 3556.00 FT FROM THE NW CORNER OF SD SEC 36. THENCE S 67°06'11" E 519.75 FT; N 18°46'35" E 509.31 FT; S 89°32'04" W 88.90 FT; N 76°14'07" W 115.60 FT; N 72°30'29" W 288.69 FT; S 22°53'49" W 427.20 FT TO THE POB.

06-069-0041

PART OF THE NE/4 OF SEC 36, T 12N, R 3W, SLB&M AND COMMENCING AT A POINT WHICH LIES S 01°58'37" E 1161.92 FT & N 88°01'23" E 3556.00 FT FROM THE NW CORNER OF SD SEC. THENCE , S 67°06'11" E 519.75 FT; N 18°46'35" E 509.31 FT; S 89°32'04" W 88.90 FT; N 76°14'07" W 115.60 FT; N 72°30'29" W 288.69 FT: S 22°53'49" W 427.20 FT TO THE POB.

04-052-0057

BEGINNING AT THE INTERSECTION OF THE WEST R/W LINE OF 6800 WEST STREET AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4, AT A POINT 1329.26 FT S 00°31'34" E ALONG THE SECTION LINE (BASIS OF BEARING) AND 33.00 FT S 89°00'47" W FT FROM THE NORTHEAST COMER OF SEC 4, T 10N, R 03W, SLBM. THENCE S 00°31'34" E 305.96 FT ALONG SAID WEST R/W LINE; S 89°00'47" W 790.59 FT; N 00°31'43" W 305.96 FT ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SEC 4 TO NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; N 89°00'47" E 790.59 FT ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

Barfuss Ag Protection Area

Map 1 of 3



**BOX
ELDER
COUNTY**

This is neither a plat nor a survey. It is to aid in locating the land indicated herein. No liability is assumed by reason of any reliance hereon.

Created: June 3, 2026

Legend

Barfuss APA

Roads

Interstate

Highway

Roads

County B Road

County D Road

City Road

Private Road

0 0.1 0.2 0.4 0.6 0.8 Miles

N

Barfuss Ag Protection Area

Map 2 of 3



Legend

- Barfuss APA
- County B Road
- County D Road
- City Road
- Private Road
- Interstate
- Highway
- Ramp

0 0.1 0.2 0.4 0.6 0.8 Miles

**BOX
ELDER
COUNTY**

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Created: June 3, 2026

Barfuss Ag Protection Area

Map 3 of 3



**BOX
ELDER
COUNTY**

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Created: June 3, 2026



**UTAH DEPARTMENT OF AGRICULTURE AND FOOD
STATE OF UTAH GRANT AGREEMENT**

Contract # 26-47

Vendor # VC0000128922

This Agreement is between the Utah Department of Agriculture and Food (UDAF) and the following entity Grantee:

Box Elder County
1 S Main Street
Brigham City, Utah 84302

1. GENERAL PURPOSE OF AGREEMENT: Provide Predation Management as outlined in Attachment A, Box Elder County Predation Management Plan.
2. AGREEMENT PERIOD: Effective Date: 7/1/26; Termination Date: 6/30/27; unless terminated early or extended in accordance with the terms and conditions of this Agreement.
3. AGREEMENT COSTS: The total Agreement amount due is **\$28,000**. This Agreement authorizes UDAF to reimburse 50% of the total costs up to \$14,000.
4. AGREEMENT DUE DATE: This Agreement, signed by Grantee, and all PDCF funds must be received at the UDAF main office no later than **October 31, 2026**.
5. The following attached documents are hereby incorporated by reference into this Agreement:
ATTACHMENT A: County Predation Management Plan
ATTACHMENT B: UDAF Program Participation Letter
ATTACHMENT C: Producer County Match Form
ATTACHMENT D: Standard Terms and Conditions for Goods and/or Services (both parties' government entities)
6. Any conflicts between Attachment D and other Attachments shall be resolved in favor of Attachment D.
7. ADDITIONAL PROVISIONS:
 - a. This Agreement is subject to the laws of the State of Utah, and to all other federal, state and local laws, regulations, or actions applicable to the services authorized by this Agreement.
 - b. Each signatory below represents that he or she has the requisite authority to enter into this Agreement.
 - c. This Agreement is not fully executed until all approving authorities listed below have signed this Agreement.

By signing below, the parties hereby execute this Agreement:

GRANTEE

 9/3/26
Grantee's Signature Date
Tyler Vincent, Chairman
Grantee's Name and Title

UDAF/STATE

Grantor's Signature Date

UDAF Admin Services Date

Division of Finance Date

Box Elder County Predation Management Plan -2027

Thank you for the contract allowing the Department of Agriculture and Food to match up to 50% of the County's contracted amount for predation management in Box Elder County.

The work plan is as follows:

Box Elder County will participate in the Predator Damage Control Fund (PDCF) program at the rate of 28,000 annually. UDAF will reimburse the county for 50% of the request, not to exceed the total annual contract portion of \$14,000. The funds provided by the County and producers will be deposited into the PDCF account, by the Utah Wool Growers Association (UWGA). These funds will be allocated and used within Box Elder County and will be administered by UDAF for aerial predator management.

Please make checks payable to:

PDCF

and mail to:

Utah Department of Agriculture and Food

P.O. Box 146500 Salt Lake City, Utah 84114-6500

Included with this paperwork is a Predator County Match Form to log County and producer's contributions to this program. Please return this form with payment to better provide accountability to the program participants.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Agriculture and Food

KELLY PEHRSON
Commissioner

TROY FORREST
Deputy Commissioner

PHIL CROWTHER
Deputy Director, Predator Control

COLE SELMAN
Predator Control Program Manager

To: Predator Damage Control Fund (PDCF) participants

Subject: October 31, 2026 Deadline to receive matching funds for predator damage management

Each year the Utah Department of Agriculture and Food (UDAF) and the Division of Wildlife Resources (DWR) fund a program in which producers can contribute funds toward a predator damage management program, PDCF, and have their funds matched through the Counties. The program is administered by UDAF in cooperation with DWR. To maximize the allotted funds and to provide the best possible service we can, we are asking that all PDCF funds from the Counties be sent in and received at the UDAF main office no later than October 31, 2026. If we do not receive your funds and signed contract by this date, your potential matching funds will become available to other counties for use, and your county may NOT be able to participate in the matching fund program.

**Please make checks payable to
PDCF
and mail to
Utah Department of Agriculture and Food
P.O. Box 146500
Salt Lake City, Utah 84114-6500**

Each year there are funds "left on the table" that could be used to benefit livestock producers within the Counties. This is due to Counties signing the contracts for a specific amount of money, and then not fully funding or not providing the funds for them at all. Any unpaid contract funds will be available for other counties to use after the deadline of January 1, 2027; these funds will be available until exhausted. Any funds distributed after the deadline will be allocated as decided by the Wool Grower's Presidency.

Also, you will be receiving a tracking form with the contract. This form will help us track which producer's put money towards the program and thus, we can make sure that we provide the amount of service they paid for. This form is required to be with the payment when submitted.

Thank you in advance for your cooperation, I think this will enable us to provide more services to you and will maximize the funds set aside for predator management.

If you have any questions, please feel free to contact me at the number listed below.

Cole Selman
Predator Control Program Manager
(385) 222-6790

Predator County Match Form

County: _____

Producer Name	Phone Number	Amount Collected
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____

ATTACHMENT D: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Both parties to this agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties,

as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section are limited to the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within a reasonable time of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public

document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.
If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; or (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s). Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY DELETED
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity. Contractor shall have the right to publish, upon prior written approval of the State Entity which may not unreasonably be withheld, the results of the project.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Written Confidential Information shall be clearly marked as "confidential." If certain Confidential Information has not been reduced to written form at the time of disclosure by the State Entity, then such orally disclosed information shall be protected by the Contractor as Confidential Information, provided that the State Entity shall: (i) provide a statement to the Contractor that the oral information shall be protected under this Agreement; and (ii) within thirty (30) days of such disclosure, reduce to

writing a summary of the orally disclosed Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/11/2025)

ORDINANCE NO. 666

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE TEXT TO SECTION 5-1-290(C) OF THE CODE (HOME OCCUPATIONS; PROHIBITED USES), IN THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.

WHEREAS, a proposal has been made to amend the text section 5-1-290(C) of code, in the Box Elder County Land Use Management & Development Code; and

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

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on August 20, 2026 to allow the general public to comment on this proposed text amendment; and

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

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

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on September 2, 2026, to review and discuss this proposed amendment; and

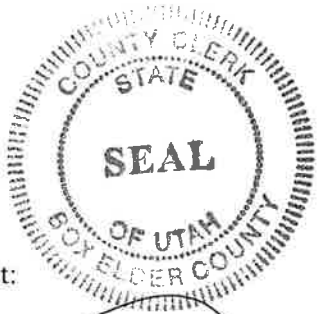
WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the text as set forth in Exhibit B is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall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

NOW THEREFORE, the County legislative body of Box Elder County ordains as follows:

SECTION 1: Ordinance Text Amendment. The text to section 5-1-290(C) of code in the Box Elder County Land Use Management & Development Code is hereby amended to read as set forth in Exhibit A.

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

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 2nd day of September, 2026, by the Board of County Commissioners of Box Elder County, Utah,



Attest:

Marla Young
Marla Young
Box Elder County Clerk

Commissioner Bingham
Commissioner Perry
Commissioner Vincent

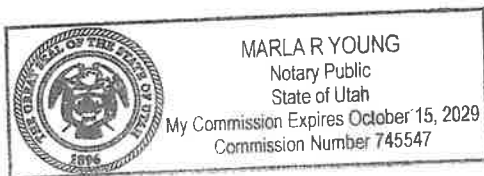
Voting Aye
Voting Aye
Voting Aye

[Signature]
Box Elder County Commission Chair

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

On this 2nd day of September 2026, personally appeared before me, the undersigned notary public, Tyler Vincent, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct. 15, 2029



Marla Young
Notary Public

EXHIBIT A

5-1-290. Home Occupation.

C. Prohibited uses. The following uses are prohibited as home occupations:

1. Ambulance service;
2. Animal and veterinary clinic;
3. Any use involving the storage or sale of inflammable, explosive, or hazardous materials;
4. Clinic or hospital;
5. Junkyards;
6. Lawn mower or small engine repair;
7. Major appliance repair or sales (washer, dryers, refrigerators, etc.);
8. Mortuaries or crematoriums;
9. Motor vehicle, boat, or recreational vehicle repair or sales (to include auto body repair);
10. Motor vehicle, boat, or recreational vehicle repair or sales (to include auto body repair);
11. Restaurant;
12. Sexually oriented business;
13. Towing operations;
14. Trucking or heavy equipment operations; or
15. Welding, iron works, foundries.

EXHIBIT B

5-1-290. Home Occupation.

C. Prohibited uses. The following uses are prohibited as home occupations:

1. Ambulance service;
2. Animal and veterinary clinic;
3. Any use involving the storage or sale of inflammable, explosive, or hazardous materials;
- ~~4. Body piercing, body art, or tattoo parlor;~~
- ~~5.~~ 4. Clinic or hospital;
- ~~6.~~ 5. Junkyards;
- ~~7.~~ 6. Lawn mower or small engine repair;
- ~~8.~~ 7. Major appliance repair or sales (washer, dryers, refrigerators, etc.);
- ~~9.~~ 8. Mortuaries or crematoriums;
- ~~10.~~ 9. Motor vehicle, boat, or recreational vehicle repair or sales (to include auto body repair);
- ~~11.~~ 10. Personal or commercial storage;
- ~~12.~~ 11. Restaurant;
- ~~13.~~ 12. Sexually oriented business;
- ~~14.~~ 13. Towing operations;
- ~~15.~~ 14. Trucking or heavy equipment operations; or
- ~~16.~~ 15. Welding, iron works, foundries.

26-49

**CONTRACT
FOR
RODEO SERVICES**

This CONTRACT FOR RODEO SERVICES is entered into by and between BAR L5 PRO RODEO, LLC, a limited liability company validly licensed and registered to do business within the State of Utah (hereinafter referred to as "Bar L5") and BOX ELDER COUNTY, a county and political subdivision of the State of Utah (hereinafter referred to as "County").

RECITALS

WHEREAS, Legacy Pro Rodeo LLC previously contracted with County for the production of rodeo performances at the Box Elder County Fair is in conjunction with the 2024, 2025 and 2026 annual Box Elder County fairs, as evidenced by that specific "Contract for Rodeo Services" dated May 20, 2024; and

WHEREAS, effective as of March 25, 2026 Legacy Pro Rodeo, LLC sold, assigned, and transferred its rodeo business and all of its assets to Bar L5; and

WHEREAS, in connection with its purchase of the rodeo business and assets from Legacy Pro Rodeo, LLC, Bar L5 has assumed all of the rights, duties and responsibilities of Legacy Pro Rodeo, LLC relating to that specific "Contract for Rodeo Services" dated May 20, 2024; and

WHEREAS, because Legacy Pro Rodeo, LLC is no longer in business and the organization has been administratively dissolved by the State of Utah, it is necessary for Bar L5 and County to enter into a contract for Bar L5's production of the rodeo performance at the 2026 Box Elder County Fair; and

WHEREAS, for the rodeo performance at the 2026 Box Elder County Fair, Bar L5 and County have agreed that Bar L5 will assume all of the same duties, rights and responsibilities which Legacy Pro Rodeo, LLC previously agreed to in the "Contract for Rodeo Services" dated May 20, 2024; and

WHEREAS, Bar L5 and County have come to an agreement relating to Bar L5's production of the rodeo for County at the 2026 Box Elder County fair, and are desirous of entering into this contract setting forth the terms and provisions of their agreement;

NOW THEREFORE, based upon these recitals and the consideration set forth herein, Bar L5 and County to agree as follows:

1. **Bar L5 to Produce Rodeo Performances at the Box Elder County Fair.** In exchange for the compensation paid by County to Bar L5 pursuant to this Agreement, Bar L5 shall provide the following rodeo performances, livestock and personnel at the 2026 Box Elder County Fair:
 - a. Four (4) PRCA performances and one (1) slack performance with a limit of fifteen (15) contestants per PRCA performance in the bareback, steer wrestling, saddle bronc, ladies breakaway roping, tie-down roping, team roping and bull riding events. In the event County desires to increase the total number of contestants per performance in any one event, and Bar L5 is able to accommodate such increase, additional fees shall apply, and additional stock fees will be triggered at sixty (60) contestants in timed events.
 - b. "A" quality rodeo livestock (which shall be of PRCA quality and standards), together with all labor, care, and handling of such livestock for each day and night of the rodeo performance. Bar L5 shall be fully responsible for and assume any and all liability for loss, injury, or damage of any kind to any equipment, stock or other animals provided by Bar L5 in producing the rodeo performances.
 - c. Sufficient pickup men, flank men, chute laborers, bullfighters, timers and arena secretarial services as is reasonable and customary at PRCA rodeo events.
2. **County to Compensate Bar L5.** In exchange for the rodeo performances provided to County by Bar L5 pursuant to this Agreement, County shall compensate Legacy the sum of One-Hundred Four Thousand Seven-Hundred Thirty Seven Dollars and Fifty Cents (\$104,737.50) plus an additional Fifty-Five Dollars (\$55.00) per run over the agreed upon number of runs for each timed livestock event.
3. **Additional Services to be provided by County to Bar L5.** In addition to the compensation paid by County to Bar L5, County shall provide the following goods and services to Bar L5 during the rodeo performances:
 - a. Adequate corrals, troughs, water and other facilities to house the livestock being provided by Bar L5, beginning three (3) days before and one (1) day after the Box Elder County Fair.
 - b. Sufficient hay to feed the livestock being provided by Bar L5 for the time period of three (3) days before and one (1) day after each the Box Elder County Fair. This will include 2.5 ton of Alfalfa each day residing, and .5 ton of Grass Hay each day residing.

- c. A Chute Boss, an Arena Director and at least two (2) laborers for the timed event stripping chute and calf untiers, out of gate, and others as mutually deemed necessary.
 - d. All Specialty Acts, Announcer, Barrel/Funny Man, sound and video equipment and production.
 - e. Five (5) trailer parking spots with 50-amp electrical and water hookups, for three (3) nights before, each night during, and one (1) night after the Box Elder County Fair.
 - f. Six (6) hotel rooms, two (2) of which shall commence two (2) nights prior to the first rodeo performance each year, and the remaining four (4) rooms shall commence one (1) night prior to the first rodeo performance each year. All six (6) rooms will have a check-out date the day after the last performance. County shall be responsible for arranging these accommodations on the above listed nights with two (2) double beds in each room.
 - g. Wi-Fi services, power and a secured area for rodeo secretarial services.
 - h. Six (6) tickets for Bar L5's use, to each rodeo performance, each day of the Box Elder County Fair.
4. **Insurance.** Bar L5, at its own cost and expense, shall secure and maintain during the term of this Agreement, minimum insurance coverage as follows:
- a. General Liability. Commercial general liability insurance, on an occurrence form basis, in the minimum amount of \$1,000,000.00 per occurrence with a \$2,000,000.00 general policy aggregate.
 - b. Umbrella Policy. Liability for the coverage described above with limits of no less than \$5,000,000.00
5. **Promotion/Sponsorship.** County shall include prominent reference to Bar L5 as being the Rodeo Stock Contractor for the Box Elder County Fair in all advertising, promotional materials, and other marketing, including any associated webpages or social media associated with the Box Elder County Fair, which shall include at a minimum:
- a. Social Media Posts
 - b. Website
 - c. Direct Marketing
 - d. Traditional Media
 - e. Event Signage

County shall also provide prominent space for Bar L5 to place a booth at least ten (10) feet by ten (10) feet in size at each rodeo performance at the Box Elder County Fair, and the right to sell and distribute merchandise or publications at each rodeo performance. County shall and hereby does grant Bar L5 the right to

photograph or make audio or audiovisual recordings of each rodeo performance, including the right to make commercial use of the photographs or recordings.

6. **Indemnification and Hold Harmless.** Bar L5 shall indemnify and hold County harmless of and from any and all liability arising out of or in any way related to the conduct of Bar L5, its employees and/or agents.
7. **Term.** The term of this Agreement shall be for one (1) year of the Box Elder County Fair (2026), unless earlier terminated in accordance with the terms of this Agreement. The specific dates of the fair will be August 26th thru August 29th, 2026
8. **Termination.** Either Bar L5 or County may terminate this Agreement for cause, by providing the other with written notice of the breach and an opportunity to cure the breach within sixty (60) days.
9. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah.
10. **Attorney's Fees.** In the event either Bar L5 or County should default in the performance of their respective obligations under this Agreement, the party in default shall pay and be responsible for any and all costs incurred by the other party in seeking to enforce this Agreement, including but not limited to attorney's fees and court costs.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral.

DATED this 25 day of August, 2026.

Bar L5Pro Rodeo, LLC

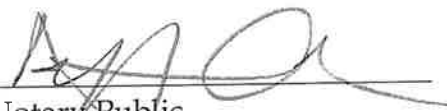

By: Darren Lindgren
It's: Managing Member

STATE OF Utah)
COUNTY OF Box Elder)



BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 25 day of August, 2026, personally appeared Darren Lindgren, the managing member of Bar L5 Pro Rodeo, LLC, a limited liability company, 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.


Notary Public

DATED this 25th day of August, 2026.

Box Elder County


Tyler Vincent, Chairman
Box Elder County Commission

ATTEST:


Marla Young, Clerk
Box Elder County





Contract # 26-48

STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This agreement is between the State of Utah, Division of Technology Services, Utah Geospatial Resource Center (UGRC), Taylorsville State Office Building, 4th Floor, 4315 S. 2700 W, Taylorsville, UT 84129, (Agency Code 110) referred to as STATE, and the following County, which is a Government Agency.

County Name: Box Elder County
Address: 1 South Main Street
City, State, Zip: Brigham City, UT 84302

Federal ID# 87-6000293 Vendor Code _____ Commodity Code _____

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is for the County to receive Monument Replacement and Restoration Committee (MRRC) funding as outlined in the 2015 Senate Bill 264 for monument replacement, preservation and restoration of Public Land Survey System section corners.
3. **CONTRACT PERIOD:** Effective date 7/1/2026. Termination date 6/30/2027, unless terminated early or extended in accordance with the terms and conditions of this contract. The MRRC may conduct a mid-term contract review to assure the work is being done or scheduled for completion within the terms of this contract. If progress toward completion of the work cannot be documented, the COUNTY risks the possibility of contract termination. The deliverable for this contract is due May 15, 2027.
4. **GRANT VALUE:** County will be paid a maximum of \$24,836.80 for funds authorized by this contract.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A: Standard Terms and Conditions
Attachment B: Scope of Work
Attachment C: Field Procedures
Attachment D: Deliverables
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**
A. All other governmental laws, regulations, or actions applicable to goods and/or services authorized by this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

COUNTY

STATE


Signature _____

9-2-26
Date

Tyler Vincent, Commission Chair
Name and Title of Signer (Type or Print)

Sean A. Fernandez, Cadastral Manager
Utah Geospatial Resource Center (UGRC)

Division of Technology Services

Division of Finance

“ATTACHMENT A”
STATE OF UTAH – DIVISION OF TECHNOLOGY SERVICES,
UGRC STANDARD TERMS AND CONDITIONS

1. **COUNTY:** The COUNTY shall have no authorization, express or implied, to bind the State of Utah or the above State Agency to any agreements, settlements, liability, or understanding whatsoever, unless herein expressly set forth. Persons employed by the STATE and acting under direction of the COUNTY shall not be deemed to be employees or agents of the STATE.
2. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 107 of the State of Utah Accounting Policies and Procedures and any other relevant provisions of the STATE.
3. **RENEGOTIATIONS OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of this contract. UGRC has no obligation to perform any services not specified in the contract.
4. **TERMINATION:** This contract may be terminated, with or without cause, in advance of the specified expiration date by either party, upon 30 days prior written notice being given to the other party. On termination of this contract, COUNTY will make payment for all services rendered and/or costs obligated to date of termination.
5. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
6. **SEPARABILITY CLAUSE:** The declaration by any court or other binding legal source that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract unless said provisions are mutually dependent.
7. **INDEMNITY CLAUSE:** The COUNTY agrees to indemnify, save harmless, and release the State of Utah and the State officers, agents, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract by the COUNTY, its officers, agents, volunteers, or employees. The STATE agrees to indemnify, save harmless, and release the Utah County and the County officers, agents, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract by the STATE, its officers, agents, volunteers, or employees.
8. **NONAPPROPRIATION OF FUNDS:** Contractual service obligations of the STATE to be fulfilled after the current fiscal year are contingent upon funds to maintain the servicing agency being appropriated, budgeted, or otherwise made available. If funds are not appropriated or otherwise available to maintain the servicing agency, this contract may be terminated without penalty by the STATE upon giving thirty (30) days written notice.
9. **DATA:** All data received or compiled by the STATE under this contract becomes the property of the State of Utah. Access to and confidentiality of said data will be governed by the rules and procedures of the agency with whom the data originated when such rules are specified as an amendment to this contract.
10. **DEADLINES:** UGRC's agreement to all deadlines and costs in this contract is contingent upon the COUNTY's performance of such actions as are instrumental to the completion of this contract. If the COUNTY fails to act in a timely manner, UGRC may opt to consider the contract terminated under the conditions of Paragraph 4.
11. **CONFLICTS:** Conflicts, if any, between Attachment A and any other attachments will be resolved in favor of Attachment A.

Rev 12/03/03

"ATTACHMENT B"

SCOPE OF WORK COUNTY PLSS MONUMENT PRESERVATION PROTECTION AND REHABILITATION PROJECT

The **Monument Replacement and Rehabilitation Committee** as created by SB264, enacted 2015, referred to as **COMMITTEE**, is distributing Legislative authorized grants to Utah counties, referred to as **COUNTY**, for work to preserve, protect and rehabilitate monuments of the Public Land Survey System.

The work to be performed is surveying of the Public Land Survey System section corners in order to preserve, protect or rehabilitate the monuments of the PLSS.

1. Grants are awarded based on the Committee's review of submitted grant applications. Each application should identify the specific geographic area where the work will be performed and clearly describe the proposed scope of work. To be eligible for grant funding, a county must have an established Public Land Corner Preservation Fund in accordance with Utah Code Sections 17-63-710 and 17-73-104, which authorize the creation of the fund and govern its administration and use.
2. Projects having PLSS monuments that are in danger of being disturbed, destroyed or have severe deterioration shall be given the highest priority.
3. The grant request for PLSS work will include a map created by the County outlining areas of the PLSS in which section corner monuments are in need of preservation, protection or rehabilitation.
4. The grant request will include a total cost required for the project. Itemization of expenditures is encouraged.
 - Eligible costs include those associated with the protection, restoration, re monumentation, rehabilitation, preservation and documentation as approved by the Committee.
5. Responsible stewardship of allocated grant monies is mandatory.
6. The survey work will be conducted by the County Surveyor, or a Professional Land Surveyor contractor for the County, qualified by the State of Utah licensing requirements and following the work requirement as outlined in the contract and its attachments.
 - The Committee is available to any County upon request to provide oversight or assistance on contractor selection and/or project performance.
 - The County Surveyor, or the County contract surveyor, will be required to attend at least one of the Utah Association of County Surveyors' summer and fall meetings. (The summer meeting is usually held in August, and the fall meeting is held during November in St. George in connection with the UAC convention.)
 - The costs associated with attendance at the County Surveyors' meetings can be included in the proposed budget request.
7. The purpose of this program is to preserve, protect or rehabilitate monuments of the Public Land Survey System. The quality of the work performed to find, perpetuate and document the true corner location is of paramount importance.
8. The preservation of original evidence including all accessories to the monuments is of paramount importance, and where there is an absence of accessories, accessories will be re established.

9. The County will provide PLSS deliverables to the Committee according to the directions and requirements outlined in "Attachment D"

"ATTACHMENT C"

FIELD PROCEDURES

PURPOSE:

The purpose of this document is to give direction, guidance and an understanding of what is expected in performing field surveys necessary for the maintenance, restoration and re-location of Corners of Cadastral surveys of the Public Land Survey System (PLSS) within the State of Utah.

END RESULT OF THE FIELD SURVEY:

Once the field survey is complete, the surveyor will have gathered, constructed, staked or completed a minimum of the following for each corner:

1. The corner will have been located.
2. The corner will have an acceptable monument.
3. The corner will be referenced.
4. Utah Grid and Geodetic coordinates will have been gathered for the corner.
5. A photo will have been taken of the corner monument (showing markings). A second photo will have been taken of the general corner vicinity.
6. Field notes will have been kept.

Information gathered during the field survey will later be transferred onto the Corner Monument Record (Corner File) and the Record of Survey (ROS) which become the official documents for locating and perpetuating the corner.

1.1 The corner will have been located:

1.1.1 G.L.O. survey plats and field notes are a unique resource of important information about original corner monuments and their accessories. They contain such information as:

- The type of monument set, its dimensions, and markings.
- The type of corner (standard, witness, closing, meander, etc.).
- What accessories were established - a mound of stones and its dimensions, blazed bearing trees with their size, species and their course and distance from the corner.
- Relationship with other corners.
- Topography of the area.

The surveyor shall have copies of the G.L.O. plats and field notes while engaged in his survey.

1.1.2 Research:

In addition to G.L.O. plats and notes, the surveyor should perform appropriate research into the corner's history. This research could include but not necessarily be limited to:

- a. Records of survey as filed with the County Surveyor's office.
- b. Corner Monument Records (Corner Tie Sheets). These are usually found in the County Surveyor's office but may also be located in the County Recorder's office or with UGRC.
- c. Right-of-way maps for highways, canals, railroads, etc.
- d. Documents filed for record with the County Recorder's office.
- e. Aerial photos.
- f. NGS Data Sheets.
- g. Records and testimony of Professional Land Surveyors and their employees who are familiar with the area.
- h. Testimony of land owners or long-time residents of the area.

1.2 The corner will have an acceptable monument.

1.2.1 Existent Monument, not required to be replaced:

- a. Unless directed otherwise by the County surveyor or this Committee (if there is not a current county surveyor), an original stone monument in its originally set location does not need to be replaced if it is firmly set, readily identifiable and reasonably durable.
- b. County Surveyor, Private Licensed Surveyor, G.L.O. or B.L.M. brass or aluminum cap monuments on a pipe or minimum 5/8" rebar do not need to be replaced if they are firmly set, readily identifiable and reasonably durable.

1.2.2 Existent Monument, required to be replaced:

The surveyor will be required to replace any monument not meeting criteria set forth in 1.2.1 a. or b.

1.2.3 Identification of Existent and Obliterated Corners:

- a. Existent Corners are defined in 6-11 of the Manual of Surveying Instructions, 2009 edition (hereinafter referred to as Manual).
- b. Obliterated corners are defined in 6-17 of the Manual.
- c. The surveyor shall follow the process for determining the position of an Existent or Obliterated Corner as given in Chapter Six of the Manual.

1.2.4 Lost Corners:

The decision that a corner is lost should not be made until every means has been exercised that might aid in identifying its original position. The courts have admonished surveyors for being too quick to turn to proportionate measurement. They tell us, to find all evidence, every shred of evidence, before we say that the corner point is lost. Determining a corner to be lost and then applying proportionate methods of restoring it is the surveyor's last resort.

U.S. v Doyle 468 F 2nd 633 (1972)

"For corners to be lost, they must be so completely lost that they cannot be replaced by reference to any existing data or other sources of information, and before courses and distances can determine boundary. ALL MEANS/or ascertaining location of the lost monuments must first be exhausted. "

If a corner is declared lost, its position shall be determined by proportionate measurement as outlined in chapter seven of the Manual.

1.2.5 Corner Monuments:

- a. If a Corner Monument is set, it shall be a minimum 2" diameter durable metal disk on a pipe or rebar having a minimum diameter of 5/8" and a length of 24"
- b. If the corner falls in a rock out-cropping, concrete or concrete post, a durable metal disk not less than 2" diameter, on a metallic stem not less than three inches long {drilled into the base} and fixed with epoxy cement, is acceptable as the monument.

- c. If the corner falls in a dirt or gravel road, the monument cap shall be buried 6" below the road surface.
- d. If the corner falls in a paved road, the monument shall be placed in a prefabricated monument well. Alternately, the monument may be driven or drilled into the road base with its disk recessed $\frac{1}{4}$ " to $\frac{1}{2}$ " below the pavement surface and any cavities created during the process, filled with epoxy, quikcrete, rockite, cement all, or other similar product.
- e. In the event a corner monument cannot practically be set because of steep terrain, water, marsh, existing structures, busy roads, etc. a minimum of two reference monuments shall be set. These monuments shall be placed as outlined in 4-17 of the Manual.
- f. Corner Monuments shall be marked {stamped) as shown in chapter four of the Manual and shall bear the license number of the surveyor in responsible charge. Reference monuments shall have the distance to the corner point stamped thereon.

1.3 The corner will be referenced: (See example sketch 1.6.5)

- a. Whenever possible, section corners and quarter-section corners {including reference monuments to these corners) shall be witnessed by at least four references of durable quality. If possible these references should also be in different quadrants.
- b. Sixteenth section corners, monumented during original or subsequent cadastral surveys shall also be witnessed, as cited in item a. above.
- c. All references shall be carefully described, and their bearings and distances from the corner noted in the field notes.
- d. Acceptable reference monuments could be a nail in a utility pole or fence post, a scribe in a concrete structure or rock outcropping or a rebar driven into the ground. With exception of items such as concrete or rock scribes, a tag, washer or cap bearing the license number of the surveyor shall be affixed to the reference monument.

1.4 Utah Grid and Geodetic coordinates will have been gathered for the corner:

1.4.I The surveyor shall obtain the following coordinates of the corner.

- a. Utah Coordinate System - Northing and Easting (appropriate zone) 1983.
- b. NAO 83 Geographic Coordinates (North Latitude and West Longitude).
- c. NAVD 88 Elevation.
- d. Reporting Units are to be U.S. Survey Foot or Meter.

1.4.2 The Surveyor shall state the Coordinate Source:

- a. Acceptable sources are the Utah Reference Network Control System (VRS) and Opus Solution Reports.
- b. Sample Surveyor's Statement: "coordinates are NAO 83 (2011) (EPOCH 2010) derived from the Utah Reference Network Control System.
GEOID 12a, NAVD 88 Elevation = #,###.##."

1.4.3 Acceptable Data Gathering Equipment:

- a. Survey Grade G.P.S. List make and model (such as Trimble R6, TSC3 data collector).
- b. Total Station. List make and model. (A total station instrument may be used to traverse to a corner where a G.P.S. observation is not practicable, such as beneath a tree or structure).

1.4.4 Measuring to the Corner:

- a. G.P.S. receiver or mirrors shall be placed on a tripod or a rod with biped supports and plumbed above the corner.
- b. Three minute observations shall be observed.
- c. Maintain a POOP of 6 or less.
- d. Minimum horizon angle of 15°.
- e. Should be observed with low RMS values.

1.5 A photo will have been taken of the corner monument (showing markings). A second photo will have been taken of the general corner vicinity.

ATTACHMENT D

PLSS GRANT DELIVERABLE REQUIREMENTS

In accordance with Utah Code provisions governing the filing of boundary survey maps and corner records, the following deliverables are required for all PLSS grant-funded projects. Contractors and counties should carefully review Attachment "C" — *Monument Replacement and Restoration Committee Field Procedures* prior to performing any work. These procedures establish the minimum standards for field collection, monument preservation, corner documentation, and Committee review.

SECTION 1 — PROPOSAL REQUIREMENTS

The following items are required at the time of proposal submission.

A. General Vicinity Map

A vicinity map shall be included with the proposal submission and must clearly identify the specific corners and project area(s) where monument preservation, protection, rehabilitation, restoration, or replacement activities are proposed to occur.

Acceptable map formats include:

- GIS-generated maps
- Aerial imagery
- USGS maps
- County mapping products
- Other maps of sufficient clarity and scale

The map must provide enough detail to clearly depict the corner monuments proposed for work under the grant project.

SECTION 2 — FINAL DELIVERABLE REQUIREMENTS

The following deliverables are required upon completion of the project.

A. Monument Record Sheets / Section Tie Sheets

A Monument Record Sheet (Section Tie Sheet) is required for each corner monument rehabilitated, restored, or replaced.

IMPORTANT SUBMISSION REQUIREMENT

All Monument Record Sheets — including both new and existing sheets — **must be submitted through the PLSS Web Application and must include coordinates.**

Sheets submitted without coordinate information will not be accepted.

If sheets were previously submitted without coordinates, they must be corrected and resubmitted.

PLSS Web Application

[PLSS Utah Web Application](#)

Minimum Monument Record Sheet Requirements

Each submitted sheet shall include, at minimum:

- Monument description
- Section, Township, Range, Base & Meridian
- Date of field work
- Name(s) of individuals performing field work
- Description of all accessories and ties
- Bearing and distance ties
- Reference to the associated Record of Survey filing number

- Horizontal coordinate values and units
 - State Plane datum/projection information
 - Latitude and longitude values
 - Elevation values and vertical datum
 - Surveyor stamp/seal
 - Corner monument photographs
 - Vicinity sketch or graphical representation
 - Swing ties from at least three existing features or installed rebar
 - Additional descriptive information useful for future monument recovery
-

B. Record of Survey (ROS) Plat

A Record of Survey (ROS) Plat is required for all grant-funded projects and shall be filed with the applicable County Surveyor's Office.

The ROS shall include:

1. Monument classification (existent, obliterated, or lost)
2. Narrative description of evidence found and decisions made
3. Justification for any lost corner determination
4. Detailed monument descriptions
5. Coordinate and datum information, including:
 - Horizontal datum and State Plane projection
 - Northing and Easting values
 - Latitude and Longitude
 - Vertical datum and elevation
 - Geoid model
6. Collection method (VRS, OPUS, or other control)
7. Reference stations utilized
8. Surveyor stamp, seal, and signature

All work shall comply with Utah Code and applicable MRRC Field Procedures.

C. Coordinate Spreadsheet

A coordinate spreadsheet shall be submitted for all monuments included in the project.

The spreadsheet shall include, at minimum:

- Point identification

- Latitude and Longitude
 - Northing and Easting
 - Horizontal datum
 - State Plane Zone
 - Elevation values
 - Vertical datum
 - Units of measurement
-

D. County Invoice

A final invoice on official County letterhead shall be submitted as part of the final deliverable package.

ELECTRONIC SUBMISSION REQUIREMENTS

Upon Committee acceptance, all required Corner Files and Record of Survey plats become public record and the responsibility of the County where the work was performed.

Electronic copies shall also be submitted to the Utah UGRC.

HOW TO SUBMIT MONUMENT RECORD SHEETS

PLSS Corner Management Website

[PLSS Utah Web Application](#)

Submission Process

1. Log into the PLSS Web Application.
2. Navigate to the appropriate section corner.

3. Select the corner point.
4. Choose one of the following:
 - **Submit Existing Sheet**
 - **Submit Corner Data**

Required Coordinate Information

All submissions must include:

Geographic Coordinates

- Latitude
- Longitude
- Ellipsoid Height
- Vertical Units

Grid Coordinates

- Northing
- Easting
- NAVD88 Elevation
- State Plane Zone
- Horizontal Units
- NGS Adjustment

Additional required information includes monument descriptions, monument notes, photographs, sketches, and supporting documentation.

FINAL DELIVERABLE PACKAGE SUBMISSION

The remaining project deliverables shall be submitted using the PLSS Grant Deliverable Form.

Required Uploads

1. Coordinate Spreadsheet
2. Record of Survey
3. County Invoice on County Letterhead

Monument Record Sheets should be submitted through the PLSS Web Application whenever possible.

PLSS Grant Deliverable Form

PLSS Grant Deliverable Submission Form

<https://docs.google.com/forms/d/e/1FAIpQLSff53uXynI-TQ5tg8KWMuX3kS90-TMP0d74W9PdsCndBm41mg/viewform?vc=0&c=0&w=1>

Please contact Sean Fernandez if there are any questions.
sfernandez@utah.gov 801-209-9359

PUBLIC HEARING

EVENT : Seasonal Road Closure Ordinance DATE : September 2, 2026

NO	NAME
26	Chavez, Christy
27	DeBenedictis, Andy
28	David J. Johnson
29	Maica Stander
30	Kasson Riser
31	Alynn Wilson
32	K. P. P.
33	Kelly R. Miller
34	David Smith
35	David Smith
36	Josh Capell
37	Gold/H. Thompson

ORDINANCE NO. 658

AN ORDINANCE OF BOX ELDER COUNTY AUTHORIZING THE SEASONAL CLOSURE OF DAIRY VALLEY ROAD, WILLARD PEAK ROAD, ROCKY DUGWAY ROAD, LONG DIVIDE ROAD, AND SHORT DIVIDE ROAD

WHEREAS, Dairy Valley Road in Collinston, Willard Peak Road and Rocky Dugway Road in Mantua, Long Divide Road, and the Short Divide Road are all Class B or Class D Box Elder County roads; and

WHEREAS, during the winter months these roads become wet, are typically covered in snow, and become impassible to motor vehicles; and

WHEREAS, attempting to travel on the roads in a motor vehicle when they are wet causes substantial damage to the roads; and

WHEREAS, attempting to travel on the roads during the winter months is detrimental to the health, safety, and welfare of the persons travelling because of the risk of vehicles becoming stuck and the occupants becoming stranded, as well as to the emergency responders who have to respond on unsafe roads and/or in unsafe conditions; and

WHEREAS, when the roads are covered in snow, they become a popular recreational area for snowmobiling; and

WHEREAS, the Board of Box Elder County Commissioners recognizes the value in seasonally closing the roads to motor vehicles in order to protect the roads from damage, prevent motorists from becoming stranded, protect emergency responders from unnecessary risk, and to preserve the roads for recreational purposes; and

WHEREAS, Box Elder County, as the local highway authority, finds that correction or mitigation of injury to private or public land resources is necessary on or near these Class B or Class D roads; and

WHEREAS, Section 72-5-105(3)(c)(ii) of the Utah Code authorizes Box Elder County, as the local highway authority, to implement a temporary seasonal closure of these roads, provided that Box Elder County, as the local highway authority, provides notice of the proposed temporary closure, holds a public hearing, and adopts an ordinance temporary closing these roads (see § 72-5-105(4) and (5)); and

WHEREAS, Box Elder County scheduled a public hearing and provided notice of this hearing as required by § 72-5-105 of the Utah Code; and

WHEREAS, after providing this required notice, the Box Elder County Commission held a public hearing on the 2nd day of September 2026, and received input from the public at this hearing;

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: Short Title. This ordinance shall be known and may be cited as the “2026 Seasonal Road Closure Ordinance.”

Section 3: Road Closures. Dairy Valley Road in Collinston, Willard Peak Road and Rocky Dugway Road in Mantua, Long Divide Road, and the Short Divide Road shall be closed when weather and soil conditions are such that vehicular traffic over the road could:

- a. cause substantial damage to the road; or
- b. risk the health, safety, or welfare of motorists who may attempt to travel on the road because of unsafe conditions.

Section 4: Physical Closure and Signage.

1. When the Dairy Valley Road in Collinston, Willard Peak Road and Rocky Dugway Road in Mantua, Long Divide Road, and the Short Divide Road needs to be closed for the 2026/2027 season, the County shall block access to the road and to post signs to inform motorists that the road is closed and that travel beyond that point is a violation of this Ordinance.
2. It is anticipated that the closures will generally take place from November to the middle of May each year. The Road Superintendent, at his discretion, may change the dates of the closure based on weather and road conditions.

Section 5: Prohibited Activity. It shall be a violation of this Ordinance to drive a motor vehicle beyond the marked closure on Dairy Valley Road in Collinston, Willard Peak Road and Rocky Dugway Road in Mantua, Long Divide Road, and Short Divide Road when the road is closed.

Section 6: Exemptions. The following persons and acts are not subject to the prior restrictions:

- a. Any person travelling on a machine that is designed and manufactured for the exclusive purpose of traveling on snow;
- b. Any person with a permit from the Forest Service or from Box Elder County which expressly authorizes travel which would otherwise be prohibited; or
- c. Any authorized Federal, State, or local law enforcement officers or any member of an organized rescue or firefighting force in the performance of their official duties.

Section 7: Violations and Penalties. Any person, firm, or corporation violating any provision of this Ordinance shall be deemed guilty of an infraction. Upon conviction thereof, the violator shall be subject to a fine not to exceed \$750.

Section 8: Repealer and Savings Clause. This Ordinance supersedes all prior ordinances and policies of Box Elder County to the extent that such may be in conflict with the specific provisions contained herein. In all other respects, such prior ordinances, resolutions, actions, and policies shall remain in full force and effect.

Section 9: Effective Date. This Ordinance shall become effective 15 days after its passage, approval, and publication, or posting as required by law.

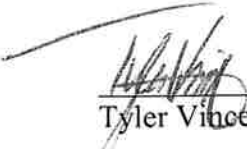
ADOPTED AND APPROVED by the County Legislative Body of Box Elder County, State of Utah, with 3 members present and 3 members voting in favor thereof in regular session of the Box Elder County Commission this 2nd day of September 2026.

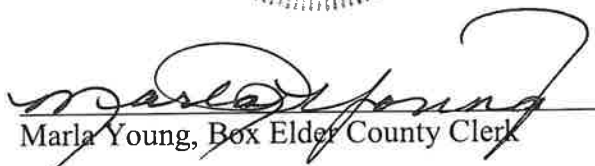
Commissioner Vincent
Commissioner Bingham
Commissioner Perry

Voting Aye
Voting Aye
Voting Aye



ATTEST:


Tyler Vincent, County Commission Chair


Marla Young, Box Elder County Clerk

Contract #26-50

BOX ELDER COUNTY
ADMINISTRATIVE SERVICES DIRECTOR ASSIGNMENT

This Agreement is to establish the terms and conditions under which Anne Hansen ("Employee") is appointed by the Box Elder County Commission ("Commission") to serve as Administrative Services Director while retaining the Employee's underlying full-time County position (Chief Civil Deputy Attorney).

The Administrative Services Director is an appointed administrative assignment intended to provide executive-level coordination and support for county administrative services. This Agreement establishes the terms governing the Employee's additional assignment and does not create a separate permanent employment position.

1. Appointment and Term

With approval of Employee's department head, the County Commission appoints the Employee to serve as Administrative Services Director effective **September 6, 2026**. The appointment shall continue for eighteen (18) months unless earlier terminated in accordance with this Agreement. At least sixty (60) days before expiration, the parties shall review the assignment and determine whether to renew it. Renewal requires mutual written agreement and execution of a new Assignment Agreement or employment contract. If no renewal agreement is executed, this Agreement and the Employee's Administrative Service's assignment expire and the Employee continues in their underlying County position.

2. Relationship to Underlying Employment

- The Employee shall continue to hold the Employee's existing full-time County position.
- The assignment shall not alter the Employee's underlying classification, salary grade, benefits, seniority, employment rights or merit status.
- Removal from the assignment shall not constitute a termination, demotion, or disciplinary action.

- Unless terminated for cause or otherwise separated under County policy, the Employee shall continue employment in the regular full-time position upon conclusion of the assignment.

3. Compensation

The County shall pay an Administrative Services Director Assignment Stipend of Fifty-Eight Thousand Five-Hundred Dollars (\$58,500) for the additional responsibilities associated with this assignment.

- Paid through the County's regular payroll process.
- Separate and in addition to the Employee's regular salary.
- Does not modify the salary grade or base compensation of the underlying position.
- Payable while serving in the assignment except as otherwise provided herein.

4. Review of Duties and Compensation

If the Commission wishes to materially expand the assignment, add departments or significant responsibilities, the Commission shall conduct a good-faith review and adjust the stipend as necessary to maintain internal equity and appropriately compensate the increased responsibilities. Additional duties or material changes must also be made in collaboration with Employee, Employee's Department Head, and the full County Commission, with a written amendment to this agreement.

5. FLSA Classification

The Administrative Services Director assignment consists of exempt executive and administrative duties under the Fair Labor Standards Act. The stipend compensates the Employee for these exempt responsibilities. Nothing herein alters the classification of the underlying position except as required by law.

6. Removal or Termination of Assignment

The Administrative Services Director assignment is intended to be a collaborative administrative appointment. It is the intention of the parties that the effectiveness and value of this assignment will be systematically and periodically reviewed by the Commission and Employee during the term of this agreement. Accordingly, the assignment may be terminated prior to the expiration of its eighteen-month term under any of the following circumstances:

- a. The County Commission may remove the Employee from the assignment, eliminate the assignment, reorganize County operations, or appoint another individual to perform the assignment.
- b. The Employee's Department Head may terminate the Employee's participation in the assignment upon determining that continuation of the assignment materially interferes with the effective performance of the Employee's primary departmental duties or is no longer in the best interests of the Department.
- c. The Employee may voluntarily resign from the Administrative Services Director assignment at any time.

Except in cases where the parties mutually agree otherwise or immediate action is necessary, the party initiating termination of the assignment shall provide not less than **thirty (30) calendar days' written notice** to the other affected parties. Notice shall be provided to the County Commission, the Employee, and the Employee's Department Head, as applicable.

- Termination of the Administrative Services Director assignment under this Section shall not constitute termination of the Employee's underlying County employment and shall not affect the Employee's classification, merit status, or employment rights associated with the Employee's regular full-time position.
- The compensation provisions contained in Sections 3, 4, and 7 of this Agreement shall govern any compensation due following termination of the assignment.
- If the assignment is removed, eliminated, reassigned, or otherwise ended before expiration of the eighteen-month term for reasons unrelated to disciplinary action, the County shall pay the sum of Five-Thousand Dollars (\$5,000) severance to the Employee within thirty (30) days unless otherwise agreed in writing.
- Payment of the Five-Thousand Dollars (\$5,000) severance does not affect the Employee's continued employment in the underlying position.

7. Termination of County Employment

Nothing limits the County's authority to terminate the Employee for lawful cause under County policy.

- If terminated for cause, this Agreement immediately terminates and any unpaid stipend and severance pay is forfeited.
- If separation occurs for reasons other than termination for cause, including retirement, voluntary resignation in good standing, reduction in force, or mutual separation, the Employee remains entitled to the Five-Thousand Dollar (\$5,000) severance.

8. No Property Interest

This Agreement creates no property interest in the assignment itself. The Commission may discontinue the assignment after the current term. Employment protections apply only to the Employee's underlying position.

9. Entire Agreement

This Agreement constitutes the entire understanding regarding the assignment and may be amended only by written agreement approved by the County Commission and signed by both parties.

SIGNATURES

BOX ELDER COUNTY
Chair, County Commission:



Date: Sept. 2, 2026

Anne K. Hansen, Employee:



Date: 9/2/20

Attest:

County Clerk

Date: Sept. 2, 2026

