

**MINUTES
BOX ELDER COUNTY COMMISSION
MARCH 26, 2025**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Justice Court, 81 North Main Street in Brigham City, Utah at 11:15 a.m. on **March 26, 2025**. The following members were present:

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

The following items were discussed:

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

The Administrative/Operational Session adjourned at 11:25 a.m.

The regular session was called to order by Chairman Bingham at 11:30 a.m. with the following members present, constituting a quorum:

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

The prayer was offered by Commissioner Vincent.
The Pledge of Allegiance was led by Sheriff Kevin Potter.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF MARCH 12, 2025 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER VINCENT, SECONDED BY COMMISSIONER PERRY AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

Commissioner Perry recognized Val Potter in the audience and introduced him as one of Senator Curtis' staff.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Items discussed.

ARPA/LATCF

There were no ARPA/LATCF items discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Commissioner Perry stated they received some great nominations this month and recognized Stephanie Quintero as the Employee of the Month. He stated Stephanie is a valuable support for the Attorney's Office and has exceptional organizational skills. She exemplifies leadership and dedication. She has been a great asset in drafting personnel policies and fee schedules to bring the county into compliance with state mandates.

The Commissioners presented Stephanie Quintero with a certificate.

ATTORNEY'S OFFICE

Agreement #25-17 - Contract with Judge Kunz to act as Conflict and Substitute Judge in the Box Elder County Justice Court-Stephen Hadfield

Deputy Attorney Anne Hansen explained Agreement #25-17 is a contract with Robert Kunz to act as a long term conflict and substitute judge for the Justice Court.

MOTION: Commissioner Perry made a motion to approve Agreement #25-17 with Judge Kunz. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 2 - Agreement #25-17

**Agreement #25-18 - Contract with Senior Judge Hadfield to Assist in the Justice Court
Temporarily-Stephen Hadfield**

Deputy Attorney Anne Hansen stated Contract #25-18 is with Senior Judge Ben Hadfield to assist in the Justice Court until a new judge is hired. He will start on April 1, 2025.

MOTION: Commissioner Perry made a motion to approve Agreement #25-18. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 3 - Agreement #25-18

**Agreement #25-19 - Contract with Senior Judge Willmore to Assist in the Justice Court
Temporarily-Stephen Hadfield**

Deputy Attorney Anne Hansen stated Contract #25-19 is with Senior Judge Thomas Wilmore to assist in the Justice Court until a new judge is hired. He will start on April 1, 2025.

MOTION: Commissioner Vincent made a motion to approve Agreement #25-19. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 4 - Agreement #25-19

COMMISSIONERS

Use of Grounds and Parking lot for the Art on Main for May 23 and 24, 2025-David Walker and Jenny Taylor

David Walker, Volunteer Director for the Historic Downtown Brigham City Organization, explained it will be the tenth year of the Art on Main Festival. They are also working with Jenny Taylor on a gold star memorial at the same time. He asked if they could use the courthouse grounds for the festival.

MOTION: Commissioner Perry made a motion to authorize the use of the courthouse grounds for the Art on Main Festival. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

Permission to set up Referendum Table and Signs on Courthouse Grounds-Curtis Benjamin

This item was cancelled.

COMMUNITY DEVELOPMENT

Ordinance #619 - Amending Agricultural Subdivisions-Scott Lyons

Community Development Director Scott Lyons explained the amendment to the agricultural subdivision process. He stated part of the code was confusing and problematic. The amendments limit red tape for landowners and may curtail issues with developers. It increases the parcel size from five acres to ten acres. The Planning Commission recommends approval.

MOTION: Commissioner Vincent made a motion to approve Ordinance #619. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 5 - Ordinance #619

FAIRGROUNDS

Contract #25-16 Utah Horse Pullers Association-Jan Rhodes

Jan Rhodes, Fairgrounds Manager, explained Contract #25-16 is with the Horse Pullers Association to bring draft horse pulling to the fair. She explained that they have their own

insurance. The event will be on August 16, 2025 and will have both lightweight and heavyweight divisions.

Attorney Stephen Hadfield stated they need to provide the proof of insurance.

MOTION: Commissioner Perry made a motion to approve Contract #25-16 upon proof of insurance. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 6 - Contract #25-16

WEED DEPARTMENT

Box Elder County Weed Board was Awarded "Outstanding Weed Board" for 2025 by the Utah Weed Control Association-Wyatt Freeze

Wyatt Freeze, Weed Supervisor, stated a conference with the State of Utah Weed Control Association was held in Brigham City and Box Elder County was awarded the Outstanding Weed Board for 2025. He explained what the weed board does and recognized the members of the board for their hard work and dedication. He said he was proud of them for all their work that goes on behind the scenes. He read the letter from the state.

ATTACHMENT NO. 7 - Letter from State Weed Control Association

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

Chairman Bingham reviewed the guidelines for the public comment period.

DeAnna Hardy of Brigham City stated the Box Elder Committee of Liberty finds it interesting that those who are leaders in the socialist, fascist programs are able to have back and forth conversations with the Commissioners, but the citizens who come before them who are sacrificing time, money, and energy to be involved in their government are not permitted to have back and forth conversations nor have their petitions for redress of grievances acknowledged or addressed. She said it is interesting that after each election we keep getting representatives who take the oath of office but once in office the progressive agenda is continued and both Constitutions are ignored. She said it is also very rude and disrespectful for the Commissioners

to be busily signing papers instead of giving full attention to the citizens who speak during the public comment period. She urged the Commission to have back and forth conversations and to acknowledge and address their grievances.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim number 126219 in the amount of \$5,137.68 and claim numbers 126220 through 126308 in the amount of \$933,074.55.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Change:	Effective Date:
MCCAFFERTY, WESTON	ROAD DEPARTMENT	NEW HIRE	3/25/2025
MCCAFFERTY, WESTON	ROAD DEPARTMENT	CELL PHONE ALLOWANCE	3/25/2025
LEMON, COREY	ROAD DEPARTMENT	NEW HIRE	3/24/2025
LEMON, COREY	ROAD DEPARTMENT	CELL PHONE ALLOWANCE	3/24/2025
CHRISTENSEN, KEVIN	JUSTICE COURT	SEPARATION	3/10/2025
NELSON, BRYANT	RECORDER	SEPARATION	3/21/2025
ANDERSON, KOLTON	FIRE MARSHAL	VOLUNTEER	3/26/2025
BATEMAN, BAYLEE	FIRE MARSHAL	VOLUNTEER	3/26/2025
EVERTSEN, RICHARD	FIRE MARSHAL	VOLUNTEER	3/26/2025
JENSEN, SHAWN	FIRE MARSHAL	VOLUNTEER	3/26/2025
OYLER, JEFF	FIRE MARSHAL	VOLUNTEER	3/26/2025
WESTERGARD, BLAIR	FIRE MARSHAL	VOLUNTEER	3/26/2025
BENGTZEN, JADE	FIRE MARSHAL	VOLUNTEER	3/26/2025
SCOTHERN, CHRIS	FIRE MARSHAL	VOLUNTEER	3/26/2025
THOMPSON, MARK	FIRE MARSHAL	VOLUNTEER	3/26/2025
WEIGHT, WYATT	FIRE MARSHAL	VOLUNTEER	3/26/2025

CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation and the discussion of the character, professional competence, or physical or mental health of an individual.

MOTION: At 12:04 p.m. a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Vincent and unanimously carried.


MOTION: At 12:35 p.m. a motion was made by Commissioner Vincent to reconvene into regular commission meeting. Commissioner Perry seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Vincent seconded the motion, and the meeting adjourned at 12:36 p.m.

ADOPTED AND APPROVED in regular session this 9th day of April 2025.

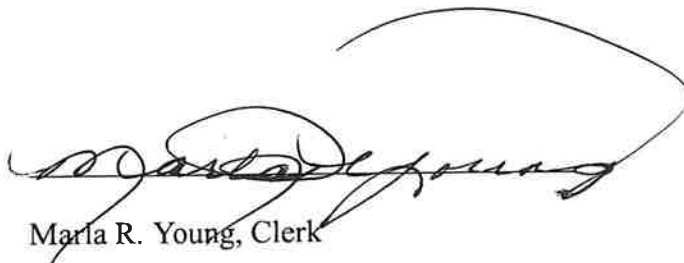

Boyd Bingham, Chairman


Lee Perry, Commissioner


Tyler Vincent, Commissioner



ATTEST:


Marla R. Young, Clerk

PROFESSIONAL SERVICES AGREEMENT
Box Elder County Justice Court

This Professional Services Agreement (the "Agreement") is made and entered into this 25th day of March, 2025, by and between BOX ELDER COUNTY, a political subdivision of the State of Utah ("COUNTY"), and Ronald E. Kunz, a Senior Justice Court Judge ("JUDGE"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Box Elder County has a justice court that provides services to both Box Elder County and Brigham City; and

WHEREAS, the justice court routinely has a need for a substitute or conflict judge to cover for the appointed judge; and

WHEREAS, Judge Kunz is a retired, senior justice court judge, and allowed by the Supreme Court of Utah to assist in different justice courts as needed; and

WHEREAS, the County and Judge Kunz have a desire to enter into this agreement to retain the Judge's services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

Judge Kunz shall provide judicial services for Box Elder County Justice Court hearings and overseeing all related proceedings. These services shall include, but are not limited to:

- Presiding over arraignments, hearings, and trials;
- Reviewing and analyzing evidence presented;
- Issuing rulings in accordance with applicable laws and regulations;
- Ensuring a fair and impartial process.

2. INDEPENDENT CONTRACTOR STATUS

JUDGE acknowledges and agrees that he is an independent contractor and not an employee, or representative of COUNTY. As such, JUDGE shall have no authority to bind COUNTY in any manner outside of the judicial proceedings. Nothing in this Agreement shall be construed to create any employer-employee relationship between the Parties.

3. COMPENSATION

COUNTY shall compensate JUDGE for services rendered at: \$300 per half-day, and \$600 per full day. Any day worked less than 4 hours requires a minimum half-day payment. Any day worked over 4 hours

will be billed as a full day. JUDGE must fill out an IRS W-9 form before the first payment can be made, and is responsible for any implications related to URS. The Senior Judicial Assistant shall track days worked and make the payment request monthly.

4. INSURANCE AND INDEMNIFICATION

COUNTY shall indemnify and hold harmless JUDGE from any claims, liabilities, damages, or legal actions arising from his judicial services performed under this Agreement, except for acts of gross negligence or willful misconduct by JUDGE. COUNTY shall ensure that JUDGE is covered under its liability insurance for actions taken within the scope of his judicial duties.

5. TERM AND TERMINATION

This Agreement shall commence on March 17, 2025, and shall remain in effect until otherwise agreed upon by either Party with written notice of at least seven (7) days. COUNTY may terminate this Agreement immediately in the event of JUDGE's failure to perform the services in a competent and professional manner.

6. CONFIDENTIALITY

JUDGE agrees to maintain the confidentiality of all information obtained in the course of performing services under this Agreement and to comply with all applicable laws governing privacy and confidentiality.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

8. NON-ASSIGNABILITY

JUDGE shall not assign or delegate his obligations under this Agreement without prior written consent from COUNTY.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings, whether written or oral, regarding the subject matter hereof. No modification of this Agreement shall be valid unless in writing and signed by both Parties.

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

[Signature page to follow]

Box Elder County Commission:

Boyd M. Bingham
Boyd Bingham, Commission Chair

Date: March 26, 2025

ATTEST



Marla Young
Marla Young
Box Elder County Clerk

Date: March 26, 2025

Judge Ronald E. Kunz:

Ronald E. Kunz

Date: 3/18/2025

PROFESSIONAL SERVICES AGREEMENT
Box Elder County Justice Court

This Professional Services Agreement (the "Agreement") is made and entered into this 25th day of March, 2025, by and between BOX ELDER COUNTY, a political subdivision of the State of Utah ("COUNTY"), and Ben H. Hadfield, a Senior District Court Judge ("JUDGE"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Box Elder County has a justice court that provides services to both Box Elder County and Brigham City; and

WHEREAS, the justice court has a current vacancy in the judge position and has a need to fill it temporarily during the hiring process; and

WHEREAS, the Supreme Court of Utah has signed an order authorizing Judge Hadfield, as a senior District court judge, the ability to assist in the Box Elder County justice court; and

WHEREAS, the County and Judge Hadfield have a desire to enter into this agreement to retain the Judge's services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

Judge Hadfield shall provide judicial services for Box Elder County Justice Court hearings and overseeing all related proceedings. These services shall include, but are not limited to:

- Presiding over arraignments, hearings, and trials;
- Reviewing and analyzing evidence presented;
- Issuing rulings in accordance with applicable laws and regulations;
- Ensuring a fair and impartial process.

2. INDEPENDENT CONTRACTOR STATUS

JUDGE acknowledges and agrees that he is an independent contractor and not an employee, or representative of COUNTY. As such, JUDGE shall have no authority to bind COUNTY in any manner outside of the judicial proceedings. Nothing in this Agreement shall be construed to create any employer-employee relationship between the Parties.

3. COMPENSATION

COUNTY shall compensate JUDGE for services rendered at: \$450 per half day, and \$900 per full day. Any day worked less than 4 hours requires a minimum half-day payment. Any day worked over 4 hours

will be billed as a full day. JUDGE must fill out an IRS W-9 form before the first payment can be made, and is responsible for any implications related to URS. The Senior Judicial Assistant shall track days worked and make the payment request monthly.

4. INSURANCE AND INDEMNIFICATION

COUNTY shall indemnify and hold harmless JUDGE from any claims, liabilities, damages, or legal actions arising from his judicial services performed under this Agreement, except for acts of gross negligence or willful misconduct by JUDGE. COUNTY shall ensure that JUDGE is covered under its liability insurance for actions taken within the scope of his judicial duties.

5. TERM AND TERMINATION

This Agreement shall commence on April 1, 2025, and shall remain in effect until a permanent justice court judge is appointed, or until agreed upon by either Party with written notice of at least seven (7) days. COUNTY may terminate this Agreement immediately in the event of JUDGE's failure to perform the services in a competent and professional manner.

6. CONFIDENTIALITY

JUDGE agrees to maintain the confidentiality of all information obtained in the course of performing services under this Agreement and to comply with all applicable laws governing privacy and confidentiality.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

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

[Signature page to follow]

Box Elder County Commission:

Boyd Bingham
Boyd Bingham, Commission Chair

Date: 3/26/2025



ATTEST

Marla Young
Marla Young
Box Elder County Clerk

Date: March 26, 2025

Judge Ben H. Hadfield:

Ben H. Hadfield

Date: 3/24/25

PROFESSIONAL SERVICES AGREEMENT
Box Elder County Justice Court

This Professional Services Agreement (the "Agreement") is made and entered into this 25th day of March, 2025, by and between BOX ELDER COUNTY, a political subdivision of the State of Utah ("COUNTY"), and Thomas L. Willmore, a Senior District Court Judge ("JUDGE"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Box Elder County has a justice court that provides services to both Box Elder County and Brigham City; and

WHEREAS, the justice court has a current vacancy in the judge position and has a need to fill it temporarily during the hiring process; and

WHEREAS, the Supreme Court of Utah has signed an order authorizing Judge Willmore, as a senior District court judge, the ability to assist in the Box Elder County justice court; and

WHEREAS, the County and Judge Willmore have a desire to enter into this agreement to retain the Judge's services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

Judge Willmore shall provide judicial services for Box Elder County Justice Court hearings and overseeing all related proceedings. These services shall include, but are not limited to:

- Presiding over arraignments, hearings, and trials;
- Reviewing and analyzing evidence presented;
- Issuing rulings in accordance with applicable laws and regulations;
- Ensuring a fair and impartial process.

2. INDEPENDENT CONTRACTOR STATUS

JUDGE acknowledges and agrees that he is an independent contractor and not an employee, or representative of COUNTY. As such, JUDGE shall have no authority to bind COUNTY in any manner outside of the judicial proceedings. Nothing in this Agreement shall be construed to create any employer-employee relationship between the Parties.

3. COMPENSATION

COUNTY shall compensate JUDGE for services rendered at: \$450 per half day, and \$900 per full day. Any day worked less than 4 hours requires a minimum half-day payment. Any day worked over 4 hours

will be billed as a full day. JUDGE must fill out an IRS W-9 form before the first payment can be made, and is responsible for any implications related to URS. The Senior Judicial Assistant shall track days worked and make the payment request monthly.

4. INSURANCE AND INDEMNIFICATION

COUNTY shall indemnify and hold harmless JUDGE from any claims, liabilities, damages, or legal actions arising from his judicial services performed under this Agreement, except for acts of gross negligence or willful misconduct by JUDGE. COUNTY shall ensure that JUDGE is covered under its liability insurance for actions taken within the scope of his judicial duties.

5. TERM AND TERMINATION

This Agreement shall commence on April 1, 2025, and shall remain in effect until a permanent justice court judge is appointed, or until agreed upon by either Party with written notice of at least seven (7) days. COUNTY may terminate this Agreement immediately in the event of JUDGE's failure to perform the services in a competent and professional manner.

6. CONFIDENTIALITY

JUDGE agrees to maintain the confidentiality of all information obtained in the course of performing services under this Agreement and to comply with all applicable laws governing privacy and confidentiality.

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This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

8. NON-ASSIGNABILITY

JUDGE shall not assign or delegate his obligations under this Agreement without prior written consent from COUNTY.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings, whether written or oral, regarding the subject matter hereof. No modification of this Agreement shall be valid unless in writing and signed by both Parties.

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

[Signature page to follow]

Box Elder County Commission:

Boyd Bingham
Boyd Bingham, Commission Chair

Date: March 26, 2025



ATTEST

Marla Young
Marla Young
Box Elder County Clerk

Date: March 26, 2025

Judge Thomas L. Willmore:

Date: _____

ORDINANCE NO. 619

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE TEXT TO CHAPTER 6-3, AGRICULTURAL SUBDIVISIONS AND SECTION 1-3-040, DEFINITIONS, IN THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.

WHEREAS, a proposal has been made to amend the text to Chapter 6-3, Agricultural Subdivisions and Section 1-3-040, Definitions, 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 January 16, 2025 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 March 26, 2025, 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. Amending the text to Chapter 6-3, Agricultural Subdivisions and Section 1-3-040, Definitions, in the Box Elder County Land Use Management & Development Code is hereby amended to read in its entirety as set forth in Exhibit A.

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

March, 2025, PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 26th day of

Commissioner Bingham
Commissioner Perry
Commissioner Vincent

Voting aye
Voting aye
Voting aye



Boyd Bingham
Box Elder County Commission Chair

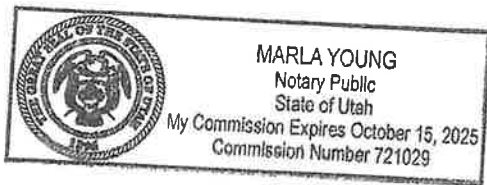
Attest:

Marla Young
Marla Young
Box Elder County Clerk

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

On this 26th day of March, 2025, personally appeared before me, the undersigned notary public, Boyd Bingham, 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, 2025



Marla Young
Notary Public

EXHIBIT A

Chapter 6-3 – Agricultural Subdivisions

Sections.

6-3-010	Purpose
6-3-020	Interpretation
6-3-030	Definitions
6-3-040	Authority
6-3-050	Plat Not Required
6-3-060	Agricultural Subdivisions with a Single Family Dwelling
6-3-070	Additional Requirements

6-3-010. Purpose.

The purpose of this Chapter, and any rules, regulations, standards and specifications hereafter adopted pursuant hereto or in conjunction herewith are:

- A. To promote and protect the public health, safety and general welfare.
- B. To align the Box Elder County Land Use Management and Development Code with Utah Code and streamline the Agricultural Subdivision process for both landowners and the County.

6-3-020. Interpretation.

The interpretation of this Chapter shall be consistent with the provisions of Section 17-27a-103(73)(C)(i)&(vi) and Section 17-27a-605 of the Utah Code, and as said provisions may be subsequently amended or revised by the State of Utah. Accordingly, any conflicts between this Chapter and 17-27a-103(73)(C)(i)&(vi) and Section 17-27a-605 of the Utah Code, and as said provisions may be subsequently amended, shall be resolved in accordance with Section 17-27a-605 of the Utah Code.

6-3-030. Definitions.

Certain words and phrases in this Chapter are defined in Chapter 1-3 of this Code.

6-3-040. Authority.

For purposes of this Chapter, the person(s) acting as the Land Use Authority is the Zoning Administrator as defined in Chapter 1-3 of this Code.

6-3-050. Plat Not Required.

1. In accordance with State Code, Section 17-27a-103(73)(C)(i), a property owner may divide land if it is a bona fide division or partition of agricultural land for agricultural purposes. The deed must state in writing that the division or partition of land is for agricultural purposes.

2. If a parcel created under Subsection 6-3-050 is used for a nonagricultural purpose, the county shall require the parcel to comply with the requirements of Section 17-27a-603 of the Utah Code and Chapter 6-1 of this Code.

6-3-060. Agricultural Subdivision with a Single Family Dwelling.

Notwithstanding Chapter 6-1 of this Code, as well as Sections 17-27a-603 and 17-27a-604 of Utah Code and subject to 17-27a-605(1) of Utah Code, a plat is not required to subdivide an unincorporated parcel of land if:

- A. The parcel contains an existing legal single family dwelling unit;
- B. The subdivision results in two parcels, one of which is agricultural land;
- C. The parcel of agricultural land:
 - a. Qualifies as land in agricultural use; and
 - b. Is not used, and will not be used, for a nonagricultural purpose;
- D. Both the parcel with an existing legal single family dwelling unit and the parcel of agricultural land meet the minimum area, width, frontage, and setback requirements of the applicable zoning designation in the applicable land use ordinance; and
- E. The owner of record completes, signs, and records with the county recorder a notice:
 - a. Describing the parcel of agricultural land by legal description; and
 - b. Stating that the parcel of agricultural land is created as land in agricultural use and will remain as land in agricultural use until a future zoning change permits another use.
- F. Following the review and approval of a complete application, the Zoning Administrator shall provide a certificate in writing that:
 - a. The county has provided notice as required by ordinance; and
 - b. The proposed agricultural subdivision:
 - i. Is not traversed by the mapped lines of a proposed street as shown in the general plan unless the county has approved the location and dedication of any public street, county utility easement, any other easement, or any other land for public purposes as the county's ordinance requires;
 - ii. Has been approved by the culinary water authority and the sanitary sewer authority;
 - iii. Is located in a zoned area; and
 - iv. Conforms to all applicable land use ordinances or has properly received a variance from the requirements of an otherwise conflicting and applicable land use ordinance.
- G. The certificate of written approval outlined in Subsection 6-3-060(F) must be attached to the document recorded in the County Recorder's office that divides the property by a metes and bounds description in order to be considered a legal agricultural subdivision as allowed in this Chapter.

If a parcel of agricultural land divided from another parcel under Subsection 6-3-060 is later used for a nonagricultural purpose, the plat exemption provided in Subsection 6-3-060 no longer applies, and the county shall require the owner of the parcel to:

- A. Retroactively comply with the subdivision plat requirements of Section 17-27a-603 of Utah Code and Chapter 6-1 of this Code; and
- B. Comply with all applicable land use ordinance requirements.

6-3-070. Additional Requirements.

Minimum Acreage

- A. A parcel must be a minimum of ten (10) acres in size to qualify as an agricultural parcel.

Access Required

- A. Proof of access to each agricultural parcel created under this Chapter must be provided to the Zoning Administrator prior to the issuance of a certificate of approval. Access must be a minimum of 30 feet in width, in accordance with a private road section in the Box Elder County public works standards. Proof of access can be an existing or newly created easement. Access is not required to be improved.

Section 1-3-040. Definitions:

Land in agricultural use:

- A. land devoted to the raising of useful plants and animals with a reasonable expectation of profit, including:
 - 1. forages and sod crops;
 - 2. grains and feed crops;
 - 3. livestock defined as:
 - a. a domestic animal;
 - b. a fish;
 - c. a fur-bearing animal;
 - d. a honeybee; or
 - e. poultry;
 - 4. trees and fruits; or
 - 5. vegetables, nursery, floral, and ornamental stock; or
- B. land devoted to and meeting the requirements and qualifications for payments or other compensation under a crop-land retirement program with an agency of the state or federal government.

EXHIBIT B

Chapter 6-3 – Agricultural Subdivisions

Sections.

6-3-010	Purpose
6-3-020	Interpretation
6-3-030	Definitions
6-3-040	Authority
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6-3-010. Purpose.

The purpose of this Chapter, and any rules, regulations, standards and specifications hereafter adopted pursuant hereto or in conjunction herewith are:

- A. To promote and protect the public health, safety and general welfare.
- B. To align the Box Elder County Land Use Management and Development Code with Utah Code and streamline the Agricultural Subdivision process for both landowners and the County.

6-3-020. Interpretation.

The interpretation of this Chapter shall be consistent with the provisions of Section 17-27a-103(73)(C)(i)&(vi) and Section 17-27a-605 of the Utah Code, and as said provisions may be subsequently amended or revised by the State of Utah. Accordingly, any conflicts between this Chapter and 17-27a-103(73)(C)(i)&(vi) and Section 17-27a-605 of the Utah Code, and as said provisions may be subsequently amended, shall be resolved in accordance with Section 17-27a-605 of the Utah Code.

6-3-030. Definitions.

~~As used in this Chapter, the following terms shall have the following meanings:~~ Certain words and phrases in this Chapter are defined in Chapter 1-3 of this Code.

~~“Land in agricultural use” means:~~

- A. ~~land devoted to the raising of useful plants and animals with a reasonable expectation of profit, including:~~
 1. ~~forages and sod crops;~~
 2. ~~grains and feed crops;~~
 3. ~~livestock defined as:~~
 - a. ~~a domestic animal;~~
 - b. ~~a fish;~~
 - c. ~~a fur-bearing animal;~~
 - d. ~~a honeybee; or~~

- e. ~~poultry;~~
- 4. ~~trees and fruits; or~~
- 5. ~~vegetables, nursery, floral, and ornamental stock; or~~
- B. ~~land devoted to and meeting the requirements and qualifications for payments or other compensation under a crop-land retirement program with an agency of the state or federal government.~~

6-3-040. Authority.

For purposes of this Chapter, the person(s) acting as the Land Use Authority is the Zoning Administrator as defined in Chapter 1-3 of this Code.

6-3-050. ~~Agricultural Subdivisions~~ **Plat Not Required.**

~~Notwithstanding the provisions of Chapter 6-1 of this Code, a plat is not required to subdivide unincorporated land into 10 or fewer parcels of agricultural land if:~~

1. In accordance with State Code, Section 17-27a-103(73)(C)(i), a property owner may divide land if it is a bona fide division or partition of agricultural land for agricultural purposes. The deed must state in writing that the division or partition of land is for agricultural purposes.

~~A. The proposed agricultural subdivision:~~

- a. ~~Is not traversed by the mapped lines of a proposed street as shown in the general plan unless the county has approved the location and dedication of any public street, county utility easement, any other easement, or any other land for public purposes as the county's ordinance requires;~~
- b. ~~Has been approved by the culinary water authority and the sanitary sewer authority;~~
- c. ~~Is located in a zoned area; and~~
- d. ~~Conforms to all applicable land use ordinances or has properly received a variance from the requirements of an otherwise conflicting and applicable land use ordinance;~~

~~B. The parcel(s):~~

- a. ~~Qualifies as land in agricultural use; and~~
- b. ~~Is not used and will not be used for any nonagricultural purpose; and~~

~~C. The new owner of record completes, signs, and records with the county recorder a notice:~~

- a. ~~Describing the parcel by legal description; and~~
- b. ~~Stating that the parcel is created for agricultural purposes and will remain so until a future zoning change permits other uses;~~

~~D. Following the review and approval of a complete application, the Zoning Administrator shall provide a certificate in writing that:~~

- a. ~~The county has provided notice as required by ordinance; and~~
- b. ~~The proposed agricultural subdivision:~~

- i. ~~Is not traversed by the mapped lines of a proposed street as shown in the general plan unless the county has approved the location and dedication of any public street, county utility easement, any other easement, or any other land for public purposes as the county's ordinance requires;~~
- ii. ~~Has been approved by the culinary water authority and the sanitary sewer authority;~~
- iii. ~~Is located in a zoned area; and~~
- iv. ~~Conforms to all applicable land use ordinances or has properly received a variance from the requirements of an otherwise conflicting and applicable land use ordinance.~~

~~E. The certificate of written approval outlined in Subsection 6-2-050(D) must be attached to the document recorded in the County Recorder's office that divides the property by a metes and bounds description in order to be considered a legal agricultural subdivision as allowed in this Chapter.~~

2. If a parcel created under Subsection 6-23-050 is used for a nonagricultural purpose, the county shall require the parcel to comply with the requirements of Section 17-27a-603 of the Utah Code and Chapter 6-1 of this Code.

6-3-060. Agricultural Subdivision with a Single Family Dwelling.

Notwithstanding Chapter 6-1 of this Code, as well as Sections 17-27a-603 and 17-27a-604 of Utah Code and subject to 17-27a-605(1) of Utah Code, a plat is not required to subdivide an unincorporated parcel of land if:

- A. The parcel contains an existing legal single family dwelling unit;
- B. The subdivision results in two parcels, one of which is agricultural land;
- C. The parcel of agricultural land:
 - a. Qualifies as land in agricultural use; and
 - b. Is not used, and will not be used, for a nonagricultural purpose;
- D. Both the parcel with an existing legal single family dwelling unit and the parcel of agricultural land meet the minimum area, width, frontage, and setback requirements of the applicable zoning designation in the applicable land use ordinance; and
- E. The owner of record completes, signs, and records with the county recorder a notice:
 - a. Describing the parcel of agricultural land by legal description; and
 - b. Stating that the parcel of agricultural land is created as land in agricultural use and will remain as land in agricultural use until a future zoning change permits another use.
- F. Following the review and approval of a complete application, the Zoning Administrator shall provide a certificate in writing that:
 - a. The county has provided notice as required by ordinance; and
 - b. The proposed agricultural subdivision:
 - i. Is not traversed by the mapped lines of a proposed street as shown in the general plan unless the county has approved the location and dedication of any public street, county utility easement, any other easement, or any other land for public purposes as the county's ordinance requires;
 - ii. Has been approved by the culinary water authority and the sanitary sewer authority;
 - iii. Is located in a zoned area; and
 - iv. Conforms to all applicable land use ordinances or has properly received a variance from the requirements of an otherwise conflicting and applicable land use ordinance.
- G. The certificate of written approval outlined in Subsection 6-23-060(F) must be attached to the document recorded in the County Recorder's office that divides the property by a metes and bounds description in order to be considered a legal agricultural subdivision as allowed in this Chapter.

If a parcel of agricultural land divided from another parcel under Subsection 6-23-060 is later used for a nonagricultural purpose, the plat exemption provided in Subsection 6-23-060 no longer applies, and the county shall require the owner of the parcel to:

- A. Retroactively comply with the subdivision plat requirements of Section 17-27a-603 of Utah Code and Chapter 6-1 of this Code; and
- B. Comply with all applicable land use ordinance requirements.

6-3-070. Additional Requirements.

Minimum Acreage

- A. A parcel must be a minimum of five ~~five~~ ten (5 10) acres in size to qualify as an agricultural parcel.

Access Required

- A. Proof of access to each agricultural parcel created under this Chapter must be provided to the Zoning Administrator prior to the issuance of a certificate of approval. Access must be a minimum of 30 feet in width, in accordance with a private road section in the Box Elder County public works standards. Proof of access can be an existing or newly created easement. Access is not required to be improved.

Section 1-3-040. Definitions:

Land in agricultural use:

- A. land devoted to the raising of useful plants and animals with a reasonable expectation of profit, including:
 - 1. forages and sod crops;
 - 2. grains and feed crops;
 - 3. livestock defined as:
 - a. a domestic animal;
 - b. a fish;
 - c. a fur-bearing animal;
 - d. a honeybee; or
 - e. poultry;
 - 4. trees and fruits; or
 - 5. vegetables, nursery, floral, and ornamental stock; or
- B. land devoted to and meeting the requirements and qualifications for payments or other compensation under a crop-land retirement program with an agency of the state or federal government.

25-16

UTAH HORSE PULLERS ASSOCIATION 2025 CONTRACT

The Utah Horse Pullers Association agrees to pull at: Box Elder County Fair

Tremonton, UT on August 16th @ 7:00 PM The Utah Horse Pullers Association also agrees to furnish the following:

1. To pull 12 teams of horses
2. Stone Boat
3. Announcer (\$200.00 additional charge unless otherwise noted)
4. Head Judge
5. 12,000 to 14,000 lbs. of weight (\$350.00 additional charge unless otherwise noted)
6. Provide proof of event insurance, including the County Employees/Officers as additionally insured.

We the Box Elder County ~~City/County of Tremonton~~ agrees to provide the following:

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

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

Utah Horse Puller Association Julie Martin Date 01/15/25

City/County Chairperson Boyd M. Bill Date 3/26/2025

Outstanding Weed Board - Box Elder

Sponsored by: ENVU, David Collins

This year's County Weed Board Award is presented to the Box Elder County Weed Board for their outstanding leadership and dedication to noxious weed management. Their commitment has strengthened the county's invasive species program, public engagement, and partnerships with federal agencies and agricultural organizations. Notably, the board played a crucial role in supporting the County Weed Supervisor, ensuring continuity and progress in weed control efforts. Their guidance and collaboration have been instrumental in advancing the County Weed Program, reinforcing its long-term success. The Utah Weed Control Association (UWCA) is proud to recognize their contributions and present this award in appreciation of their service.

