

CACHE COUNTY COUNCIL
SANDI GOODLANDER, *CHAIR*
KATHRYN A. BEUS, *VICE CHAIR*
DAVID L. ERICKSON
KEEGAN GARRITY
NOLAN P. GUNNELL
MARK R. HURD
BARBARA Y. TIDWELL



199 NORTH MAIN STREET
LOGAN, UT 84321
435-755-1840
www.cachecounty.gov

CACHE COUNTY COUNCIL

PUBLIC NOTICE is hereby given that the County Council of Cache County, Utah will hold a **WORKSHOP** at **3:30 p.m.** and a **REGULAR COUNCIL MEETING** at **5:00 p.m.** in the Cache County Historic Courthouse Council Chambers, 199 North Main Street, Logan, Utah 84321, on **Tuesday, August 12, 2025**.

Council meetings are live streamed on the Cache County YouTube channel at:
<https://www.youtube.com/@cachecounty1996>

CACHE COUNTY COUNCIL AGENDA

WORKSHOP – 3:30 p.m.

- 1. Call to Order**
- 2. Revenue Projections Information**
 - a. Discussion and Presentation on County Budgetary Revenue Projections
- [Matt Funk, Cache County Auditor](#)

COUNCIL MEETING – 5:00 p.m.

- 1. Call To Order**
- 2. Opening – Council Member David Erickson**
- 3. Review and Approval of Agenda**
- 4. Review and Approval of Minutes** (July 22, 2025 meeting)
- 5. Report of the County Executive**
 - a. Appointments
- 6. Items of Special Interest**
 - a. **RAPZ and Restaurant Tax Program Award Extension Requests** – Logan City Parks and Recreation
- [Alma Burgess, Cache County Financial Administration Grant Writer/Manager](#)
 - b. **Consideration of Donating Surplus Fire Apparatuses**
 - i. **1996 Pierce Freightliner F70** – Proposed for Donation to the Central Box Elder County Fire Protection District
 - ii. **1991 Pierce Engine** – Proposed for Donation to the Randolph Fire District in Rich County
- [Brady George, Cache County Fire Chief](#)

7. Board of Equalization

a. Hardship Applications

- Dianna Schaeffer, Cache County Tax Administrator

8. Initial Proposals for Consideration of Action

- a. Resolution 2025-29 – Providing Consent to Allow Millville City to Annex a Portion of Unincorporated County Land, Thereby Creating an Unincorporated Island within the County**
- b. Resolution 2025-32 – Termination of the District 1 Mental Health Authority Interlocal Agreements and to Dissolve the District 1 Mental Health Authority**

9. Pending Action

- a. Ordinance 2025-23 – Proclamations Policy**
- b. Resolution 2025-31 – Providence City Property Lease Agreement for County Library Usage**

10. Other Business

- a. Providence City Sauerkraut Days Parade** **August 15th, 2025 @ ~5:00 p.m.**
- b. River Heights City Apple Days Parade** **August 23rd, 2025 @ ~3:45 p.m.**
- c. Wellsville City Founders Days Parade** **September 1st, 2025 @ ~9:30 a.m.**
- d. UAC Annual Convention** **September 8th-10th, 2025 @ Davis Conf. Center**

11. Council Member Reports

- 12. Executive Session – Utah Code 52-4-205(1)(a)** – Discussion of the character, professional competence, or physical or mental health of an individual;

13. Adjourn

- Next Scheduled Regular Council Meeting: August 26, 2025 at 5:00 p.m.


Sandi Goodlander, Council Chair

CACHE COUNTY COUNCIL

July 22, 2025 at 5:00 p.m. - Cache County Chamber at 199 North Main, Logan, Utah.

In accordance with the requirements of Utah Code Annotated Section 52-4-203, the County Clerk records in the minutes the names of all persons who appear and speak at a County Council meeting and the substance "in brief" of their comments. Such statements may include opinions or purported facts. The County does not verify the accuracy or truth of any statement but includes it as part of the record pursuant to State law.

MEMBERS PRESENT: Chair Sandi Goodlander, Vice-Chair Kathryn Beus, Councilmember David Erickson, Councilmember Barbara Tidwell, Councilmember Keegan Garrity, Councilmember Nolan Gunnell, Councilmember Mark Hurd.

MEMBERS EXCUSED:

STAFF PRESENT: Scott Bodily, Andrew Erickson, Matthew Funk, Jennifer Parker, Nathan Argyle

OTHER ATTENDANCE: Corbin Allen, Nicole Allen, Drew Kunz, Christie Hult, Nathan Hult

Council Meeting

1. **Call to Order 5:00p.m. – [0:24](#)**
2. **Opening Remarks and Pledge of Allegiance – [0:30](#)** Councilmember Mark Hurd gave opening remarks with urge for audience to ponder the Pioneer Heritage and offered prayer.
3. **Review and Approval of Agenda [2:56](#)**
Action: Motion made by Vice Chair Kathryn Beus to amend agenda and strike items 6b, 7c, and 8c; seconded by Councilmember David Erickson.
Motion passes.
Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd
Nay: 0
4. **Review and Approval of Minutes (July 8, 2025) [3:50](#)**
Action: Motion made by Councilmember Mark Hurd to approve the minutes; seconded by Councilmember Barbara Tidwell
Motion passes.
Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd
Nay: 0
Abstain: 1 Keegan Garrity
5. **Report of the County Executive [4:25](#)**
Executive Assistant Dirk Anderson reported on Community Resource Fair. He added the recreation center survey is completed and development services would have the review soon. He proposed Ambree Darley and Spencer George for Career Service Counsel.
Action: Motion made by Vice Chair Kathryn Beus to approve appointments Ambree Darley as voting member of Career Council and Spencer George as alternative voting member; seconded by Councilmember Barbara Tidwell.
Motion passes.
Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd
Nay: 0

[6:49](#) Dirk continued with proposed appointments for the America250 committee Vanessa Ballum, Gene Needham, and Pam Budge.
Action: Motion made by Councilmember David Erickson to approve appointments; seconded by Councilmember Barbara Tidwell.
Motion passes.
Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd
Nay: 0

6. Items of Special Interest

- A. Assessment Role Corrections (per Utah Standard 11.22 Uncollectible and Small Accounts) – Lisa Parker, Cache County Appraiser** [7:29](#) Lisa introduced two requests for approval. She started with abatement application for trailer home in Hyrum. [9:10](#) Councilmember David Erickson asked if this passed through Dianna's office. Lisa answered yes.
Action: Motion made by Councilmember Barbara Tidwell to approve abatement; seconded by Councilmember David Erickson.

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd
Nay: 0

[10:11](#)

Lisa explained the second request was to send notice for property valuation corrections made from a recording error in 2011. Councilmember Barbara Tidwell asked if there were others. Lisa answered no. Vice Chair Kathryn Beus asked if this would be retroactively reimbursed. Lisa responded not specifically, but could be done.

Action: Motion made by Councilmember Keegan Garrity to approve tax roll assessment correction; seconded by Vice Chair Kathryn Beus.

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd
Nay: 0

- B. Revenue Projections – Wes Bingham Cache County Budget Director**

7. Public Hearings

A. 2025 COG Project – 1200 East (3100 North to 3400 North)

Discussion: [14:25](#) Public Works Director Matt Phillips described the area as deteriorating. [19:09](#) Vice Chair Kathryn Beus asked what the cross section was of the roads north and south. Matt responded North Logan proposed a roundabout there. Chair Goodlander asked if he had a projected cost. Matt answered 4 million was requested from COG. He added a CMPO had been granted however was not finalized yet. Councilmember David Erickson commented a lot of the area is in North Logan City. Matt answered the match percentage would be shared. Discussion of road conditions between Vice Chair Kathryn Beus and Matt.

[21:54](#) Chair Goodlander opened for public hearing.

Action: Motion made by Councilmember David Erickson to close public hearing; seconded by Councilmember Nolan Gunnell.

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd
Nay: 0

[35:34](#) Chair Goodlander opened the discussion again. Council realized a proper motion needed to be said.

Action: Motion made by Councilmember Mark Hurd to re-open public hearing; seconded by Councilmember Keegan Garrity.

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd
Nay: 0

[36:48](#) Resident Steve Parkinson said he would have questions but he needed information first. Council asked Matt to provide the overview again. Matt provided details. [40:35](#) Steve asked if it was too early to ask questions how the road would be expanded, where curbs and sidewalks would be, and water. Matt answered those details would come forward after the grants approval. Steve thanked Council and Matt for the information. [44:17](#) Landowner Rick L expressed concern for his green belt property and asked when land acquisition would take place. [44:52](#) Matt answered land acquisition would be the first part and 66 feet would try to be saved for the corridor. Rick asked about green belt. Matt answered state code has changed in higher favor of city and county projects but would work with property owners. Rick voiced his concern. Chair Goodlander interjected a deeper conversation could be had separate than the public hearing. [48:22](#) North Logan resident Nathan Holtz said he saw the use of the pathway and the need for a wider road and voiced his favor of the project.

Action: Motion made by Councilmember Nolan Gunnell to close public hearing; seconded by Councilmember David Erickson.

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd
Nay: 0

B. 2025 COG Project – Wolf Pack Way – (Center Street in Hyde Park to 4400 North).

Discussion: [22:41](#) Public works Director explained this project extension would go to the North boundary of Hyde Park in two parts and two applications. Councilmember Keegan Garrity and Vice Chair Kathryn Beus clarified the labels and color identifiers on the map. Council and Matt briefly discussed the annexation stage and what would be next. [29:05](#) Vice Chair asked if this was being submitted as a Hyde Park application. Matt answered yes, the county would be the sponsor. Matt said he received a letter from the landowner acknowledging they submitted for annexation and had no concerns with the road through their property

[30:26](#) Chair Goodlander opened for Public Hearing. [30:41](#) Jim Marshall encouraged Council to work with Smithfield where roads connect and to support adequate transportation. [32:15](#) Gene Baron asked if there was a roundabout on 400 N. Matt Phillips introduced Hyde Park engineer. [33:28](#) Josh Nelson from Sunrise Engineering for Hyde Park City answered there is one planned at 450/550 North. Discussion about where the roundabout would be located.

Action: Motion made by Councilmember Mark Hurd to approve public hearing; seconded by Councilmember Nolan Gunnell.

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd
Nay: 0

Meeting continued 7A

C. Ordinance 2025-19 – Funk 160 Acre Richmond Gravel Pit Rezone – A request to rezone 160 acres, located at approximately 8300 N. Highway 91 near Richmond, from the Agricultural (A10) Zone to the Industrial (I) Zone with the Mineral Extraction and Excavation (ME) Overlay.

Not discussed per amended agenda.

D. Drainage Districts #3 & #5 Board of Trustees Applicants

Discussion: [49:47](#) Policy Analyst Andrew Erickson brought attention to the vacancies in district seats. He requested a second public notice extension and an outreach to former board members. Councilmember David Erickson stated the extensive survey of the boundaries was completed. Andrew said district 6 recently completed an annexation but is not seen in the County system yet. [53:19](#) Chair Goodlander said she liked the idea of contacting previous members. Councilmember Barbara Tidwell said the map needed to be updated. Councilmember David Erickson said he wished all districts would all come together as one. Andrew answered there is prohibition in code no new districts can be created

and combining one might fall into that criteria. [54:06](#) Vice Chair Kathryn Beus summarized there were no names to present at the public hearing. Council discussed options. Discussion set to next meeting.

8. Initial Proposals for Consideration of Action

A. Resolution 2025-30 – County Sheriff's Office Firearm Disposal Policy

Discussion: [55:59](#) Andrew Erickson described the policy as under state law the Sheriff's office could sell confiscated or unclaimed firearms no longer needed for evidence to registered sellers. He said the resolution provided permission from Council to proceeds of sales.

Action: Motion made by Councilmember * to approve Ordinance/Resolution; seconded by Councilmember *.

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd

Nay: 0

B. Resolution 2025-31 – Providence City Property Lease Agreement for County Library Usage

Discussion: [59:38](#) Councilmember Mark Hurd explained there is a nine page terms and conditions document for the agreement. The cost would be \$1 each year to the county for the lease. [1:07:14](#) Chair Sandi Goodlander asked about the condition of the building. Clarification on who the lessee and lessor would be. Cache County Attorney Taylor Sorenson answered lessor owns the property lessee would rent. Councilmember Keegan Garrity added the telephone and internet charges would be paid by the lessee. [1:08:24](#) Mark answered the budget would increase due to the \$17,000 the library was paying to the county before for reasons unknown. Councilmember David Erickson said there had to be a reason for the invoice and sounded like it was for Providence and River Heights access to the library. Mark responded that reason was discussed and added the residents were paying from the general fund tax and offered the building with no compensation. Vice Chair Kathryn Beus said they paid to have the library in their city. Mark agreed it was a Providence carrot for the County to use that location. Councilmember David Erickson commented other cities had pulled from their own budgets to pay for their library. He said the county should not be involved and leave it to the cities. Chair Goodlander said she wanted a county wide library. Councilmember Keegan Garrity asked if the executive would be responsible for renewal. [1:11:02](#) Dirk Anderson said the date was on his calendar. Councilmember David Erickson said the location didn't provide much to the North end and voiced his disapproval. Council discussion. Decision postponed.

Action: No motion

C. Ordinance 2025-22 – Alcohol Local Consent Licensing Options Amendment

Discussion: [1:14:59](#) Andrew Erickson read description of Alcohol license amendment that added on premises banquet license option. [1:19:28](#) Barbara Tidwell reported Beaver Mountain and Justin Hamilton requested to serve alcohol at the new added on restaurant. She added the Sheriff approved this request. Councilmember Keegan Garrity asked how long the license is valid. Andrew answered the language amended time to mean referenced the continuity of discussion. [1:21:22](#) Vice Chair Kathryn Beus asked what the neighboring counties had for licenses. Andrew answered other counties are probably more accommodating than Cache County. County Clerk Bryson asked if this application process was the same for winery's. Chair Goodlander clarified no revenue other than sales tax.

Action: Motion made by Councilmember Barbara Tidwell to suspend rules and approve Ordinance; seconded by Councilmember Nolan Gunnell.

Discussion: [1:23:36](#) Councilmember Keegan Garrity said he wanted to learn more about the license first and how other counties approached it. Vice Chair Kathryn Beus said she needed more information. Councilmember David Erickson said Weber County would be a good comparison to talk with. Councilmember Nolan Gunnell said this had been discussed before the state would be heavily involved. Discussion among council. Andrew listed the licenses Weber county allowed. He added this is only for the sale of beer not liquor. Vice Chair Kathryn Beus and Councilmember Keegan Garrity shared hesitation. Vice Chair Kathryn Beus asked Councilmember Barbara Tidwell if this was time sensitive.

Councilmember Barbara Tidwell answered yes their season would start soon and they would need to still go through the state. [1:29:37](#) Chair Goodlander opened for vote.

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd

Nay: 1 Keegan Garrity

D. Ordinance 2025-23 - Proclamations Policy

Discussion: [1:30:03](#) Andrew Erickson explained after Law Enforcement week he scoured through code and was unable to locate a proclamation for the County. He presented the Ordinance as a way to put one in place and define a formal process for way proclamations are issued on behalf of the county. [1:33:02](#) Vice Chair Kathryn Beus clarified this needed to be adopted by resolution or motion and asked how that process was done. Andrew answered the proclamation could be presented and approved in the same meeting. Council shared their opinions of the order the steps in the process should go in. [1:34:50](#) Andrew answered Councilmember Keegan Garrity typically a mayor in a city would see the approval for the proposal to their city. Andrew added his reservation the code states Council is the policy-making-arm of the County. Chair Goodlander expressed her uncertainty in understanding the approval process without reading the proclamation. [1:36:08](#) Councilmember David Erickson explained the proclamation could be provided to all Council in their packets and could be approved without reading aloud. Chair Goodlander interjected the packets are made public. Councilmember David Erickson stated the proclamations needed to be valid reasons. Chair Goodlander said she had more questions until she decided. Councilmember Keegan Garrity thanked Andrew for his attention to the matter. Andrew responded this was passed by Councilmember Barbara Tidwell before presented to O&P. [1:38:26](#) Vice Chair Kathryn Beus asked if there was a way to respect the public meetings act and still accept with a prior knowledge of the proclamation. Chair Goodlander suggested to state the summarized proclamation had been written and then provide a time it would be open for objection. [1:39:06](#) Andrew provided an alternative would be to add a caveat that the proclamation “would be proposed to Council at the discretion of the Chair” to place more order to things. Vice Chair Kathryn Beus asked for summarization. Chair Goodlander said similar to items in Council packet not for the public something like that to flag a proposed proclamation. Councilmember Keegan Garrity said this could be politicizing. [1:40:28](#) Councilmember Nolan Gunnell countered there had been proclamation for events Council had not given permits to. Chair Goodlander answered it’s not quantifiable and expressed her uncertainty in the correct process. [1:42:17](#) Councilmember Barbara Tidwell said the objective is to put this into correct procedure. Councilmember David Erickson echoed nobody should have the right to legislate through proclamation without the consent of the legislative body. [1:42:49](#) Councilmember Keegan Garrity provided an example the Executive offered his opinion on public radio and vocalized his question to what type of proclamations these would be for. Councilmember Barbara Tidwell listed events that had received honor. Councilmember Mark Hurd added Victims Awareness Month. Andrew explained these would typically be honorary. Councilmember Keegan Garrity said his stance would be the lightest policy. [1:44:16](#) Chair Goodlander stated as a County Council all members of Council should be made aware and was unsure how to without taking the honor from the recipient. [1:44:47](#) Councilmember suggested to allow Andrew to make changes and discuss the matter later. Further discussion to be held at next meeting

Action: No Motion Made

9. Other Business

- | | |
|---|-----------------------------------|
| A. Logan City Pioneer Day Parade | July 24, 2025 @ 9:30 am. |
| | 1:45:40 |
| B. North Logan City Pioneer Day Parade | July 24, 2025 @9:30am |
| | 1:46:20 |
| C. Cache County Fair and Rodeo | August 6th-9 th , 2025 |

[1:47:13](#)

D. Providence City Sauerkraut Days Parade August 15th, 2025 @5:00pm

[1:49:05](#)

E. Ordinance 2025-23 – UAC

[1:49:40](#)

10. Councilmember Reports

David Erickson – None

Sandi Goodlander – [1:56:00](#) Sandi reported on a meeting for the recreation study findings with expectations to have information for next steps. She concluded on a road tour she went on through the valley.

Keegan Garrity – [1:52:18](#) Keegan shared history he learned about the airport used for training in WW2. He thanked COSAC for their attendance to the meeting. He reminded Dirk of a vacant seat. He ended with report of confusion for requirement of fishing license to access certain areas in the county does not apply to Cache County. He ended with ceremony for the Tony Grove and Mt. Naomi area to be included in the Old Grove forest network would be Sunday. He reported an email he received from an applicant already in the process that asked if the 6 month moratorium would grandfather the applicant in. He asked if next election day is the same day as the next council meeting and encouraged citizens to participate.

Barbara Tidwell – [1:50:56](#) Barbara reported on the America250 committee and she needed someone from the South end of the valley. Chair Goodlander commented the nomination Barbara made earlier for Pam Budge lived in Paradise, and Vice Chair Kathryn Beus said a contact she had given Barbara was in Nibley. She expressed her excitement for the people involved and what was being planned.

Kathryn Beus – None

Nolan Gunnell – [1:54:34](#) Nolan asked Dirk to inform the Executive of a vacant seat for Planning and Zoning.

Mark Hurd – [1:55:06](#) Mark complimented Bryson for his radio appearance. He added discussion with the Auditor and Finance had continued about the current purchasing policy.

11. Executive Session – Utah Code 52-4-205(1)(c)- Strategy sessions to discuss pending or reasonably imminent litigation.

Action: [1:56:49](#) Motion made by Councilmember David Erickson to enter Executive Session; seconded by Councilmember Nolan Gunnell.

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd

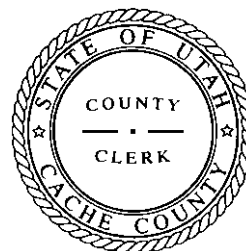
Nay: 0

Adjourn: 7:30 PM [1:57:03](#)

- Next Scheduled Regular Council Meeting: August 12, 2025 at 5:00pm

ATTEST: Bryson Behm, Clerk
Cache County Council

APPROVAL: Sandi Goodlander, Chair
Cache County Council



CACHE COUNTY COUNCIL WORKSHOP

July 22, 2025 at 3:30 p.m. - Cache County Chamber at 199 North Main, Logan, Utah.

In accordance with the requirements of Utah Code Annotated Section 52-4-203, the County Clerk records in the minutes the names of all persons who appear and speak at a County Council meeting and the substance "in brief" of their comments. Such statements may include opinions or purported facts. The County does not verify the accuracy or truth of any statement but includes it as part of the record pursuant to State law.

MEMBERS PRESENT: Chair Sandi Goodlander, Vice-Chair Kathryn Beus, Councilmember David Erickson, Councilmember Barbara Tidwell, Councilmember Keegan Garrity, Councilmember Nolan Gunnell

MEMBERS EXCUSED:

STAFF PRESENT:

OTHER ATTENDANCE:

Council Meeting

1. **Call to Order 3:30p.m.** – [0:22](#) Chair Sandi Goodlander welcomed everyone in attendance.
2. **Joint Meeting with the Cache Open Space Advisory Committee (COSAC)**
 - a. **Discussion of Open Space Matters, Opportunities, Programs, and Related Topics Regarding Open Space Initiatives.**
[1:01](#) Chris Sands – Chair of COSAC presented a slideshow of the Open Space Application overview. Councilmember David Erickson asked the timeframe for a project to get through the process. Chris answered a minimum of two years. Councilmember David Erickson clarified if acquiring partnership money was the bottleneck. Board Member Chris continued. [9:39](#) Vice Chair Kathryn Beus explained why the application process was originally set up in the presented way. Chair Goodlander asked what refinements could be made. Chris responded his take as the process was quite straightforward. Board Member Brent Thomas explained the scoring process. [12:32](#) Councilmember Keegan Garrity commented it was a good model. Board Member Eric Eliason said there was one hole found that needed some simplification. Chris moved on to explain and showed what an application looked like. He proceeded with applications that were under review and provided examples of circumstances that arise in the process. [27:08](#) Eric to speak, but had technical difficulties. [30:04](#) Eric asked if the Cooper application had been approved. Discussion. [30:36](#) Eric continued with other examples. [38:22](#) Councilmember David Erickson clarified there were numerous areas if developed would lock into a highway with buildings. Eric responded yes. [39:27](#) Chair Goodlander said she liked the value received for the money and when funds are matched. The Board discussed the amount asked for increased from 25% to 75% of the contribution. Vice Chair Kathryn Beus asked if COSAC would come up with the proposed amount. Eric said the amount would be based off past approved amounts. Councilmember Keegan Garrity asked if these would be pre-scored. Eric answered after application round 1 was when the scoring was done. [41:03](#) Councilmember Nolan Gunnell asked if later in an inheritance a buyback could happen. Eric clarified to Nolan he meant to buy back the easement. Councilmember Nolan Gunnell answered yes. Discussion of tax benefits and consequences. [42:56](#) Councilmember Nolan Gunnell gave an example he heard. [43:58](#) Chris answered it's a legitimate track for the landowner to go down, but not this program. Brent asked if there was more flexibility if the county is the only funder. Eric said from a financial standpoint none of the projects made sense which was why the landowners needed to have a desire in preserving the legacy. Eric said NCRIS involvement helps. [46:00](#) Vice Chair Kathryn Beus asked if the Board thought a lot of interest would be in this. Eric answered property owner Mr. Cooper would. Councilmember Nolan Gunnell asked why the 160 acres was not approved. Board answered the Mt. Sterling property didn't score very high and due to the high amount of applications it was assumed to be on a back burner. [48:14](#) Councilmember David Erickson spoke to the hurdle brought up that farmers aren't coming with applications and stated it is best for them to keep the County off the property if operations are still happening. Chris agreed this should be landowner driven. [52:45](#) Councilmember Keegan Garrity posed the question if this would be outside of tax payer desire to preserve open space. Eric said accusations come from the property sale signs that COSAC is not informed of. Brent Thomas commented if people aren't aware of the program he wondered if the county could be seen as spending the money unwisely. Councilmember Nolan Gunnell said he got

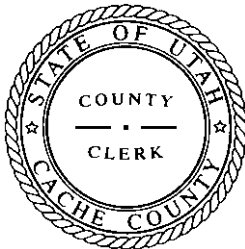
two letters from COSAC about this program. Eric answered COSAC never sent a letter. Discussion the letter was sent from a Citizens Group. [58:47](#) Councilmember Keegan Garrity asked if there was an estimate of approximate number of eligible properties. Chris answered COSAC had an identifier at each gateway and the parcels were labeled. [1:01:06](#) Chair Goodlander suggested a proposed number of areas with the cost and then those presented to Council and voted on. Councilmember Nolan Gunnell asked if land with NRCS support could be the starting point. Discussion. [1:04:05](#) Councilmember Keegan Garrity suggested to start at the landowners since they are the foundation. Councilmember David Erickson commented some parcels could be strategic to obtain due to the parcels behind them open. [1:05:27](#) Vice Chair Kathryn Beus asked if the designation of funds would be used with COSAC. Chair Goodlander answered yes. [1:06:05](#). Eric asked if this could be labeled a conservation easement. Chair Goodlander, Vice Chair Kathryn Beus, and Councilmember David Erickson answered the different options the process could go. [1:07:03](#) Chris said time limits are set when the bond is set. Councilmember David Erickson added the bond had to be used for what it was passed for. Councilmember Keegan Garrity asked if transferrable development rights had been discussed Chair Goodlander answered she and Councilmember Nolan Gunnell attended a meeting that was not impressing. Eric gave his professional opinions on the TDR program and compared to Ogden or Summit county he said Cache County isn't quite there yet. He ended the purchased development rights program was the most effective tool right now. Discussion among everyone how to continue communication in the process.

Adjourn: 5:00 PM

[1:13:33](#)

**APPROVAL: Sandi Goodlander, Chair
Cache County Council**

**ATTEST: Bryson Behm, Clerk
Cache County Council**





CACHE COUNTY
RESOLUTION NO. 2025 - 29

**A RESOLUTION TO PROVIDING CONSENT TO ALLOW MILLVILLE CITY TO
ANNEX A PORTION OF UNINCORPORATED COUNTY LAND, THEREBY
CREATING AN UNINCORPORATED ISLAND WITHIN THE COUNTY**

- (A) WHEREAS, the County Council may pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging its powers and duties pursuant to Utah Code 17-53-223(1);
- (B) WHEREAS, Utah Code 10-2-402(1)(b): An unincorporated area may not be annexed to a municipality if it will leave or create an unincorporated island or unincorporated peninsula; unless the county and municipality have otherwise agreed;
- (C) WHEREAS, Millville City has initially accepted the Eames Annexation with final approval based on the County providing consent to creating an unincorporated island;
- (D) WHEREAS, the annexation plat includes the County Road, 500 E, along the frontage of the annexation, creating an unincorporated island; and
- (E) WHEREAS, the County Engineer has reviewed the annexation plat and had no additional comments or redlines; and
- (F) WHEREAS, the County Surveyor will review the annexation plat prior to approval as a final local entity plat in accordance with Utah Code Title 17, Chapter 23, Section 20.

NOW, THEREFORE, BE IT RESOLVED that the Cache County Council approves and agrees to the creation of an unincorporated island as part of the Eames Annexation.

NOW, BE IT FURTHER RESOLVED that upon approval of this resolution, a signed copy shall be provided to the appropriate authority of Millville City for the above annexation approval process.

PASSED AND APPROVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH
THIS ____ DAY OF _____, 2025.

	In Favor	Against	Abstained	Absent
Kathryn Beus				
David Erickson				
Keegan Garrity				
Sandi Goodlander				
Nolan Gunnell				
Mark Hurd				
Barbara Tidwell				
Total				

CACHE COUNTY:

ATTEST:

By: _____
Sandi Goodlander, Chair

By: _____
Bryson Behm, County Clerk

Staff Report

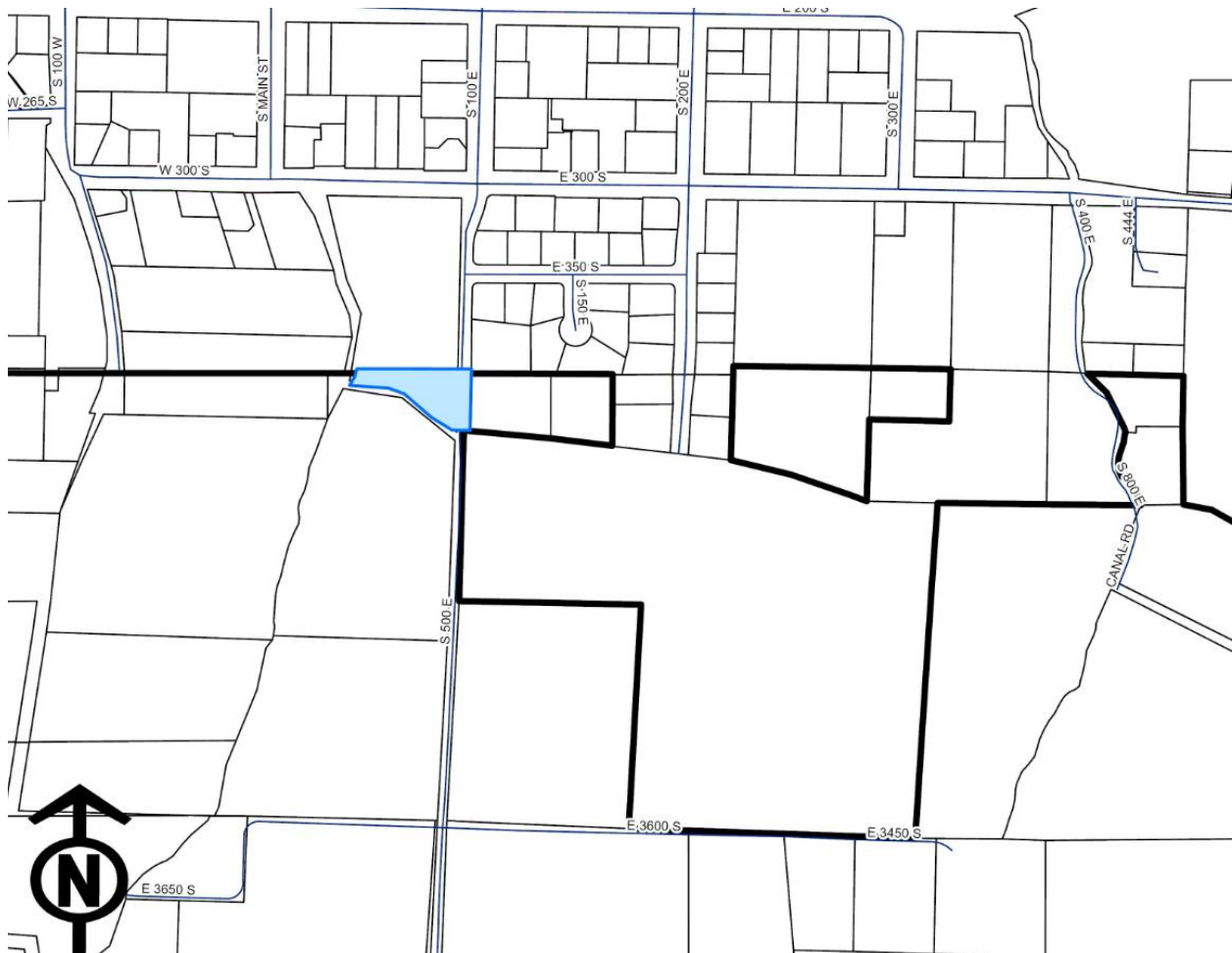
August 12, 2025

Property Information:

Parcels: 03-035-0026, 03-035-0027

Acres: 1.29 acres

Location: South of Millville, west of 100 East in Millville/500 East County Road



Request:

Provide consent to allow Millville City to annex a portion of unincorporated County into their municipal boundaries that will create an unincorporated island.

Millville City has initially approved the Eames Annexation that would incorporate 1.29 acres into the City. The parcels proposed for annexation include a 0.52 acre portion of #03-035-0026, which currently has a split jurisdiction; parcel #03-035-0027 that is 0.43 acre; and the County Road (19-030-1247), 500 East (0.34 acre) that runs along the frontage of the 2 parcels being annexed.





*The proposed annexation area is shown in green.
The unincorporated island that will be created is in orange.
Light purple illustrates the current Millville City boundary.
The pink line is 500 East, a County Road.*

This annexation request will create an unincorporated island as there will be two lots in the Cripple Creek Estates Subdivision, on the east side of 500 East, that will remain in unincorporated County. At the time of drafting this report, It is unknown if the two property owners in the subdivision were invited to be a part of the annexation.

State law requires the City and County to agree prior to the final approval of an annexation that would create an unincorporated peninsula.

10-2-402 Annexation -- Limitations.

- (b) Except as provided in Subsection (1)(c), an unincorporated area may not be annexed to a municipality unless:*
- (i) the unincorporated area is a contiguous area;*

(ii) the unincorporated area is contiguous to the municipality;

(iii) annexation will not leave or create an unincorporated island or unincorporated peninsula:

(A) except as provided in Subsection 10-2-418(3);

(B) except where an unincorporated island or peninsula existed before the annexation, if the annexation will reduce the size of the unincorporated island or peninsula; or

(C) unless the county and municipality have otherwise agreed;

Findings

Applicable Ordinance

- a. Annexation of unincorporated property into a municipality is governed by State Code section 10-2, part 4 Annexation.
- b. If approved, the 1.29 acre area proposed for annexation will result in an unincorporated island area.
- c. Utah Code sections 10-2-402(1)(b) and 10-4-402(1)(b)(iii)(C) require that unincorporated islands and peninsulas are not permitted unless agreed to by the county.
- d. No formal action has been taken by the county to prohibit or agree to allow an unincorporated island at this location.

B. Impacts to County Facilities

- a. The proposed annexation will include the full width of the right-of-way on 500 East along the frontage of the proposed annexation area on the west side of the road. The County will no longer need to maintain that section of 500 East (=/- 210 linear feet).

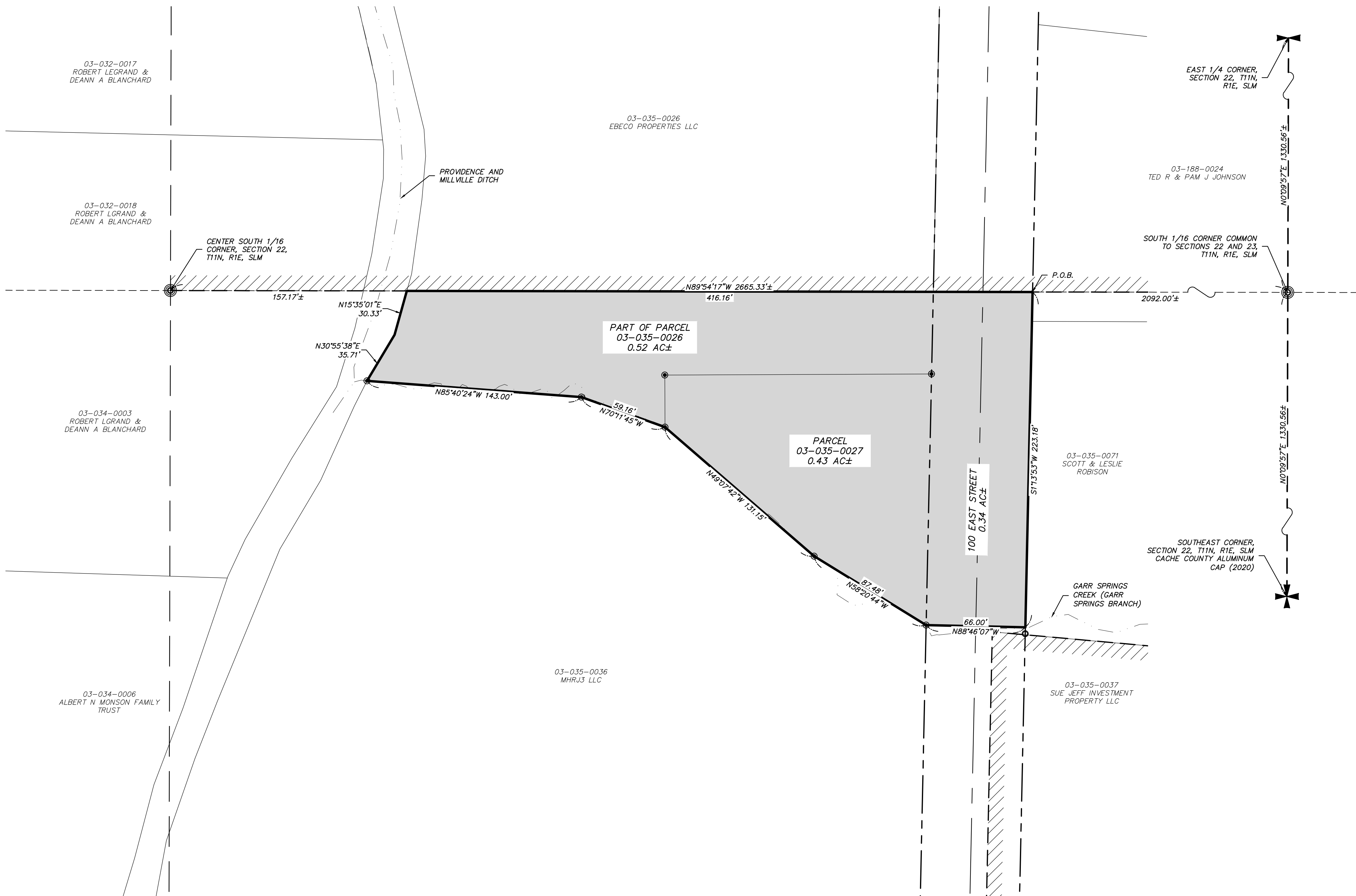
C. Other Comments

- a. The County Engineer has reviewed the revised Annexation Plat and had no comments; the County Surveyor will confirm the plat meets the requirements of a final local entity plat. Additional changes to the revised annexation plat (attached) may be required but will not change the creation of the unincorporated island.

Possible Actions

- A. Agree- Agree to allow the annexation to create an unincorporated island area.
- B. Disagree- Disagree with the annexation and the resultant unincorporated island area and formally protest the annexation.

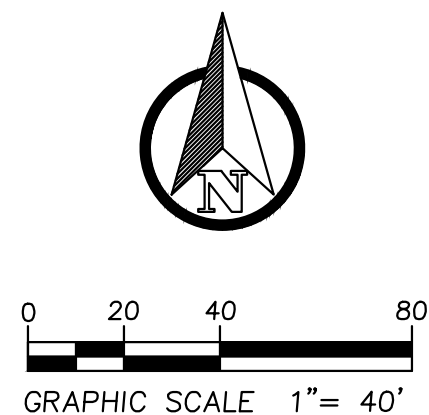
EAMES ANNEXATION
TO MILLVILLE CITY, CACHE COUNTY, UTAH
PART OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 1 EAST
SALT LAKE MERIDIAN



LEGEND

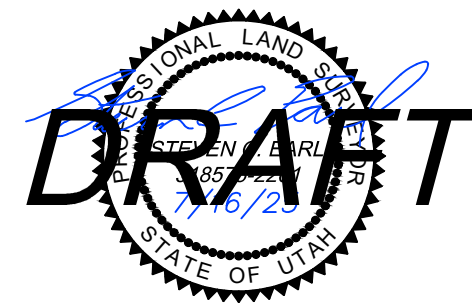
- AREA HEREBY ANNEXED TO MILLVILLE CITY
- EXISTING CORPORATE LIMIT LINE
- ANNEXATION BOUNDARY
- PARCEL LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- 1/16 SECTION LINE
- 1/4 SECTION LINE

- SECTION CORNERS
- 1/16 SECTION CORNER
- SET REBAR W/ STEVEN C. EARL CAP
- BARE REBAR



SURVEYOR'S CERTIFICATE

I, STEVEN C. EARL, HOLDING LICENSE NUMBER 318575-2201 UTAH CODE TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, HAVE COMPLETED A PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF MILLVILLE CITY, UTAH IN ACCORDANCE WITH UTAH CODE TITLE 17, CHAPTER 23, SECTION 20, SUBSECTION (4), AND HAVE ACCURATELY REPRESENTED THE TRACT OF LAND SHOWN AND DESCRIBED HEREON BASED UPON DATA COMPILED FROM THE RECORDS OF THE CACHE COUNTY RECORDER'S AND SURVEYOR'S OFFICES.



LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, LOCATED IN THE COUNTY OF CACHE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/16 CORNER COMMON TO SECTIONS 22 AND 23, SAID TOWNSHIP, RANGE, AND MERIDIAN;
THENCE N89°54'17\"W 2092.00 FEET MORE OR LESS ALONG THE SOUTH 1/16 LINE OF SAID SECTION 22 TO THE POINT OF BEGINNING AT THE INTERSECTION OF SAID 1/16 LINE AND THE EAST RIGHT-OF-WAY LINE OF MILLVILLE 100 EAST STREET (COUNTY 500 EAST STREET), SAID POINT ALSO BEING ON THE EXISTING MILLVILLE CITY CORPORATE LIMIT LINE;
THENCE S1°13'53\"W 223.18 FEET ALONG SAID EAST RIGHT-OF-WAY LINE;
THENCE N88°46'07\"W 66.00 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SAID STREET AND THE CENTERLINE OF GARR SPRINGS CREEK (ALSO KNOWN AS GARR SPRINGS BRANCH).
THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING FOUR COURSES:
1. N58°20'44\"W 87.48 FEET;
2. N49°07'42\"W 131.15 FEET;
3. N70°11'45\"W 59.16 FEET;
4. N85°40'24\"W 143.00 FEET TO THE EAST BANK OF THE PROVIDENCE AND MILLVILLE DITCH;
THENCE ALONG THE EAST BANK OF SAID DITCH THE FOLLOWING TWO COURSES:
1. N30°55'38\"E 35.71 FEET;
2. N15°35'01\"E 30.33 FEET TO THE INTERSECTION OF THE EAST BANK OF SAID DITCH AND THE SOUTH 1/16 LINE OF SAID SECTION 22 AND EXISTING MILLVILLE CITY CORPORATE LIMIT LINE;
THENCE S89°54'17\"E 416.16 FEET TO THE POINT OF BEGINNING;
CONTAINING 1.29 ACRES, MORE OR LESS.

MILLVILLE CITY APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY THAT WE, THE MILLVILLE CITY COUNCIL, HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO MILLVILLE CITY, AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2025.

MILLVILLE CITY MAYOR

ATTEST

MILLVILLE CITY RECORDER

DEPUTY CACHE COUNTY SURVEYOR APPROVAL

THIS PLAT IS HEREBY APPROVED AS A FINAL LOCAL ENTITY PLAT IN ACCORDANCE WITH UTAH CODE TITLE 17, CHAPTER 23, SECTION 20.

SEALED AND SIGNED THIS ____ DAY OF _____, 2025

DEPUTY COUNTY SURVEYOR

COUNTY RECORDER

COUNTY RECORDER'S NO. _____
STATE OF UTAH, COUNTY OF CACHE,
RECORDED AND FILED AT THE REQUEST
OF _____
THIS ____ DAY OF _____
20__ AT _____ IN BOOK OF PLATS
INDEX _____
FEE _____
COUNTY RECORDER

S22 T11N R1E SLM

EAMES ANNEXATION
MILLVILLE CITY, CACHE COUNTY, UTAH



Cache • Landmark
Engineers
Surveyors
Planners

95 Golf Course Rd.
Suite 101
Logan, UT 84321
435.713.0099

DATE: 16 JULY 2025

SCALE: 1" = 40'

DRAFTED BY: L. HEGEMANN

CHECKED BY: S. EARL

APPROVED BY: S. EARL

PROJECT NUMBER: 845-2501

1 / 1

**CACHE COUNTY
RESOLUTION NO. 2025 - 32**

**RESOLUTION TO TERMINATE THE DISTRICT 1 MENTAL HEALTH AUTHORITY
INTERLOCAL AGREEMENTS AND TO DISSOLVE THE DISTRICT 1 MENTAL
HEALTH AUTHORITY**

- A. WHEREAS, Box Elder County, Cache County, and Rich County (the “Counties”) created the District 1 Mental Health Authority under the Interlocal Agreement for Obtaining Joint Funding and Creation of District 1 Mental Health Authority, in 1994, to help direct funds for and administer the Counties mental health responsibilities;
- B. WHEREAS, the Counties entered into the Revised Interlocal Agreement for the Existing District 1 Mental Health Authority, in 2007, to modify and continue the District 1 Mental Health Authority;
- C. WHEREAS, the Counties, under the MOU Between Box Elder County, Cache County, Rich County, Bear River Health Department, and Bear River Mental Health Services, Inc., executed in 2024, determined that the District 1 Mental Health Authority was not meeting the needs of the Counties;
- D. WHEREAS, the Counties, under that same MOU, agreed to “eliminate the District 1 Mental Health Authority and [] place the mental health and substance abuse authority with the Health Department under the oversight of the Counties[;]”
- E. WHEREAS, the Counties created a Multicounty United Local Health Department through the Multicounty United Local Health Department Interlocal Agreement executed in first part of 2025;

- F. WHEREAS, the Counties no longer have a need for the District 1 Mental Health Authority, and the Counties desire to follow through with their determination to eliminate the District 1 Mental Health Authority;
- G. WHEREAS, the Counties now desire to enter into an agreement to terminate the District 1 Mental Health Authority, an interlocal entity; and
- H. WHEREAS, for county governments, interlocal entities are created under the approval of their legislative body pursuant to Utah Code 11-13-202.5, and it is sensible that the legislative body or bodies that approve the entity should approve the termination of such an entity and any agreement pertaining to such entity;
- I. WHEREAS, the Counties coordinated to and desire to enter into an agreement to terminate the District 1 Mental Health Authority interlocal agreements, attached as Exhibit A;

Now, therefore, be it ordained by the County Council of Cache County, Utah, that the County approves:

1. The termination of the Interlocal Agreement for Obtaining Joint Funding and Creation of District 1 Mental Health Authority and the termination of the Revised Interlocal Agreement for the Existing District 1 Mental Health Authority;
2. The elimination of the District 1 Mental Health Authority through the attached agreement; and
3. Recognizes the Multicounty United Local Health Department created by the Multicounty United Local Health Department Interlocal Agreement as the entity with authority to obtain joint funding and administer the mental health needs of the Counties.

RESOLVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH THIS ____ DAY
OF _____ 2025.

	In Favor	Against	Abstained	Absent
Sandi Goodlander				
David Erickson				
Nolan Gunnell				
Barbara Tidwell				
Keegan Garrity				
Mark Hurd				
Kathryn Beus				
Total				

CACHE COUNTY:

By: _____
Sandi Goodlander, Chair

ATTEST:

By: _____
Bryson Behm, County Clerk

EXHIBIT A

Agreement to Terminate the Revised Interlocal Agreement for the District 1 Mental Health Authority

This Agreement to Terminate (referred to as the “Agreement”) is made and entered into as of the date of the final signature(s) to this Agreement by and between Box Elder County, Cache County, and Rich County (referred to collectively as the “Counties”).

This Agreement is based upon the following recitals:

- A. The Counties created the District 1 Mental Health Authority under the Interlocal Agreement for Obtaining Joint Funding and Creation of District 1 Mental Health Authority, in 1994, to help direct funds for and administer the Counties mental health responsibilities.
- B. The Counties entered into the Revised Interlocal Agreement for the Existing District 1 Mental Health Authority, in 2007, to modify and continue the District 1 Mental Health Authority.
- C. The Counties, under the MOU Between Box Elder County, Cache County, Rich County, Bear River Health Department, and Bear River Mental Health Services, Inc., executed in 2024, determined that the District 1 Mental Health Authority was not meeting the needs of the Counties.
- D. The Counties, under that same MOU, agreed to “eliminate the District 1 Mental Health Authority and [] place the mental health and substance abuse authority with the Health Department under the oversight of the Counties.”
- E. The Counties created a Multicounty United Local Health Department through the Multicounty United Local Health Department Interlocal Agreement executed in first part of 2025.
- F. The Counties no longer have a need for the District 1 Mental Health Authority, and the Counties desire to follow through with their determination to eliminate the District 1 Mental Health Authority.

Now Therefore, based upon the above recitals the Counties do hereby agree as follows:

- 1. Both, the Interlocal Agreement for Obtaining Joint Funding and Creation of District 1 Mental Health Authority and the Revised Interlocal Agreement for the Existing District 1 Mental Health Authority are terminated.
- 2. The District 1 Mental Health Authority is eliminated.

EXHIBIT A

3. The Counties recognize the Multicounty United Local Health Department created by the Multicounty United Local Health Department Interlocal Agreement as the entity with authority to obtain joint funding and administer the mental health needs of the Counties.

In Witness Whereof, the parties execute this Agreement under the proper authority of each of the following signatures.

BOX ELDER COUNTY

Agreed to and Approved by:

Name

Box Elder County Commission Chair

Date

Approved as to Form:

Name

Box Elder County Attorney or Designee

Date

EXHIBIT A

CACHE COUNTY

Agreed to and Approved by:

Name

Cache County Council Chair

Date

Name

Cache County Executive

Date

Approved as to Form:

Name

Cache County Attorney or Designee

Date

EXHIBIT A

RICH COUNTY

Agreed to and Approved by:

Name

Rich County Commission Chair

Date

Approved as to Form:

Name

Rich County Attorney or Designee

Date



**CACHE COUNTY
ORDINANCE NO. 2025 - 23**

**ESTABLISHING A PROCESS AND POLICY ON THE ISSUING OF COUNTY
PROCLAMATIONS**

- (A) WHEREAS, the County Council may pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging its powers and duties pursuant to Utah Code § 17-53-223(1); and
- (B) WHEREAS, there currently exists no formal process by which a public-facing proclamation may be issued by the county;
- (C) WHEREAS, the county has been issuing public-facing proclamations that lack foundation in county code;
- (D) WHEREAS, establishing a clear and consistent policy for the issuance of proclamations will enhance transparency, fairness, and efficiency in the county's public recognition efforts; and
- (E) WHEREAS, codifying the process for issuing proclamations will ensure that such official declarations reflect the county's values, uphold its integrity, and appropriately acknowledge significant events, individuals, and causes within the community; and
- (F) WHEREAS, a well-defined policy will provide a legal and administrative framework, preventing arbitrary decisions and ensuring that all proclamations issued by the county are consistent with its governmental powers and public interest.

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

SECTION 1: Cache County Code 2.12.270 is amended in part to read as follows, with a redline version attached as Exhibit A detailing the actual amendments made herein:

CHAPTER 2.12 COUNTY COUNCIL

2.12.270: FORM OF ACTION

The council may take action in the form of ordinances, resolutions, motions upon requests, memorials, or ceremonial and non-binding proclamations.

[...]

D. Memorials and Proclamations:

1. Memorials

- a. Memorials shall be adopted in the form of resolutions or motions, as may be deemed appropriate, and shall be used as a policy instrument to commend persons or groups for notable activities which have called



CACHE COUNTY

ORDINANCE NO. 2025 - 23

attention to special matters, including but not limited to significant historical events, community-wide achievements, profound expressions of respect for public figures, or recognition of ultimate sacrifices. Such memorials serve as a formal and solemn expression of the County Council's profound respect and official recognition for matters of significant public consequence.

- b. Memorials may be considered and adopted at the same meeting in which they have been proposed and in all events shall be recorded in the minutes.
2. Proclamations issued under this subsection are written official public declarations of the County which are primarily ceremonial, honorific, and non-legally binding. They shall be used to designate special observances, raise public awareness, honor individuals or groups for significant contributions or achievements, acknowledge matters of community importance, or for other similar public recognitions.
 - a. The County Executive or any County Council member may propose a proclamation under this subsection.
 - b. All public-facing proclamations shall be issued under this subsection and shall be approved by a vote of the County Council, adopted in the form of a motion.
 - c. Upon approval, the County Executive may be afforded the opportunity to sign and jointly issue the proclamation, but is not be required to do so.
 - d. Proclamations under this subsection may be considered and adopted at the same meeting in which they have been proposed and in all events shall be recorded in the minutes.
 - e. All official public declarations of the County which are primarily ceremonial, honorific, and non-legally binding, shall be issued only in accordance with the provisions of this subsection.
 - f. This subsection does not limit or abrogate the authority of the County Executive to issue emergency proclamations or other proclamations and declarations as authorized by law.



CACHE COUNTY

ORDINANCE NO. 2025 - 23

PASSED AND APPROVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH
THIS ____ DAY OF _____, 2025.

	In Favor	Against	Abstained	Absent
Kathryn Beus				
David Erickson				
Keegan Garrity				
Sandi Goodlander				
Nolan Gunnell				
Mark Hurd				
Barbara Tidwell				
Total				

CACHE COUNTY:

ATTEST:

By: _____
Sandi Goodlander, Council Chair

By: _____
Bryson Behm, County Clerk



CACHE COUNTY
ORDINANCE NO. 2025 - 23

ACTION OF THE COUNTY EXECUTIVE:

____ Approved
____ Disapproved (written statement of objection attached)

By: _____
David Zook, County Executive

Date



CACHE COUNTY
ORDINANCE NO. 2025 - 23

EXHIBIT A

CHAPTER 2.12 COUNTY COUNCIL

2.12.270: FORM OF ACTION

The council may take action in the form of ordinances, resolutions, motions upon requests, ~~or~~ memorials, or ceremonial and non-binding proclamations.

[...]

D. Memorials and Proclamations:

1. Memorials

~~1.a.~~ a. Memorials shall be adopted in the form of resolutions or motions, as may be deemed appropriate, and shall be used as a policy instrument to commend persons or groups for notable activities which have called attention to special matters, including but not limited to significant historical events, community-wide achievements, profound expressions of respect for public figures, or recognition of ultimate sacrifices. Such memorials serve as a formal and solemn expression of the County Council's profound respect and official recognition for matters of significant public consequence.

b. Memorials may be considered and adopted at the same meeting in which they have been proposed and in all events shall be recorded in the minutes.

2. Proclamations issued under this subsection are written official public declarations of the County which are primarily ceremonial, honorific, and non-legally binding. They shall be used to designate special observances, raise public awareness, honor individuals or groups for significant contributions or achievements, acknowledge matters of community importance, or for other similar public recognitions.

a. The County Executive or any County Council member may propose a proclamation under this subsection.

b. All public-facing proclamations shall be issued under this subsection and shall be approved by a vote of the County Council, adopted in the form of a motion.

c. Upon approval, the County Executive may be afforded the opportunity to sign and jointly issue the proclamation, but is not be required to do so.

d. Proclamations under this subsection may be considered and adopted at the same meeting in which they have been proposed and in all events shall be recorded in the minutes.

e. All official public declarations of the County which are primarily ceremonial, honorific, and non-legally binding, shall be issued only in accordance with the provisions of this subsection.

f. This subsection does not limit or abrogate the authority of the County Executive to issue emergency proclamations or other proclamations and declarations as authorized by law.



CACHE COUNTY
RESOLUTION NO. 2025 – 31

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH PROVIDENCE CITY
FOR COUNTY LIBRARY USAGE**

- (A) WHEREAS, the County Council may pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging its powers and duties pursuant to Utah Code 17-53-223(1); and
- (B) WHEREAS, the Cache County Library uses property from Providence City located at 15 North Main Street, Providence, UT 84332; and
- (C) WHEREAS, the previous agreement between Cache County and Providence City was in need of an update; and
- (D) WHEREAS, Utah Code 17-50-312(4) states that “The county legislative body shall provide by ordinance, resolution, rule, or regulation for the manner in which property shall be acquired, managed, and disposed of.”; and
- (E) WHEREAS, the lease agreement presented below has been negotiated by both County and City representatives and has previously been approved by the Providence City Council; and
- (F) WHEREAS, it would be in the best interest of Cache County and its residents to renew the lease between Cache County and Providence City for the usage of the facility;

NOW THEREFORE, be it resolved by the County Council of Cache County, Utah, that:

SECTION 1

The Lease Agreement between Cache County and Providence City attached as “EXHIBIT 1” is hereby approved.



CACHE COUNTY
RESOLUTION NO. 2025 – 31

PASSED AND APPROVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH
THIS __ DAY OF _____, 2025.

	In Favor	Against	Abstained	Absent
Kathryn Beus				
David Erickson				
Keegan Garrity				
Sandi Goodlander				
Nolan Gunnell				
Mark Hurd				
Barbara Tidwell				
Total				

CACHE COUNTY:

ATTEST:

By: _____
Sandi Goodlander, Chair

By: _____
Bryson Behm, County Clerk



CACHE COUNTY
RESOLUTION NO. 2025 – 31

EXHIBIT 1
“LEASE AGREEMENT”

LEASE AGREEMENT

THIS LEASE AGREEMENT hereinafter known as the "**Lease**" is entered into this ____ day of _____, 20____, ("**Effective Date**") by and between

Providence City with mailing address at 164 Gateway Dr., Providence, UT 84332 hereinafter referred to as the "**Lessor**,"

And

Cache County with mailing address at 179 North Main Street, Logan, UT 84321 hereinafter referred to as the "**Lessee**," collectively referred to herein as "**the Parties**."

WHEREAS, a the Parties discovered that the previous agreement had expired;

WHEREAS, Providence City owns the land and building located at 15 North Main St, Providence, UT 84332;

WHEREAS, Cache County currently occupies that building for the use of the Cache County Library;

WHEREAS, Cache County desires to continue its occupancy and use of the building, and Providence City desires that Cache County continues such occupancy and use;

WHEREAS, Providence City desires to accomplish this through a lease of the Premises defined herein to Cache County under the terms and conditions as set forth herein; and

WHEREAS, Cache County desires to lease the Premises defined herein from Providence City under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein, the Parties hereby agree as follows:

Article 1. THE PREMISES. In accordance with the terms and conditions of this Lease, the Lessor hereby agrees to lease to the Lessee the building and premises described below together with all the improvements thereto:

Address: 15 N Main St, Providence, UT 84332, hereinafter known as the "**Premises**".

The Lessee hereby leases and takes from the Lessor the Premises as defined above, subject to the provisions of this Lease.

Article 2. PERMITTED USE. Lessee agrees to continuously and at all times use and occupy the Premises during the Lease Term solely for the Permitted Use(s) as specified below ("**Permitted Use**");

The Premises may be used for the Cache County Library.

No other use is permitted without prior written approval of Lessor, which approval Lessor may grant or withhold.

Article 3. LEASE TERM. The term of this Lease shall commence on ____ day of _____, 20____ and shall subsist for a period of three (3) year(s), and expire on the last day of the Lease term, the ____ day of _____, 20____. (“Lease Term”)

Upon 90 days of notice, the Lessor may terminate this Lease if the Lessee fails to observe, perform and keep the covenants, agreements, terms, obligations, conditions, and other provisions of this Lease if the Lessee persists in such default for more than 30 days from notice.

Article 4. RENT. The Lessee shall pay \$1.00 per year.

Article 5. RENEWAL. The Lessee will have the right to renew the Lease for an additional term of three (3) years (the “**Renewal Term**”) by giving the Lessor a Notice of Renewal, in writing, no later than 180 days prior to the expiration of the Lease Term (“**Renewal Period**”). In the event of the renewal of this Lease, the parties shall review the terms and conditions and may revise the Lease at that time to ensure compliance with local and state laws and to reflect any changes desired by the Parties. If the Parties determine they do not need to revise the Lease, the Lease will renew as is upon the first day of the renewal period. If the Parties determine they need to revise the lease, both Parties must agree in writing and sign the revised Lease no later than 60 days before the renewal of the Lease.

The Rent for the Renewal term shall be equal to the rent of \$1.00.

Article 6. UTILITIES, MAINTENANCE, & REPAIRS.

A. **Utilities.** All Utilities to include but not limited to electricity, communications, telephone and data charges, gas, cleaning services, and cleaning and restroom supplies shall be borne and paid for by the Lessee.

B. **Maintenance & Repairs.**

- a. General Maintenance. The Lessor shall keep the premises in a clean, sanitary, neat and presentable condition and shall bear the cost of such on the interior of the Premises.
- b. All general maintenance and repairs of the grounds, building, parking lots, and other structures of the Premises to include but are not limited to the following shall be borne and paid for by the Lessor:
 - i. Garbage removal
 - ii. Grease traps, drainage, and pipes maintenance
 - iii. Parking maintenance
 - iv. Lawn and grounds maintenance
 - v. Water
 - vi. Sewer
 - vii. Internet

- viii. HVAC Maintenance
 - ix. Doors
 - x. Toilets and similar appurtenances
- c. Structural Maintenance and Repair. The Lessor shall be responsible for the maintenance and repairs of all structural portions of the Premises to include but not limited to the foundation, walls, ceilings, roof, and supports.
- d. The Lessee shall, at its expense, restore, repair and/or rectify any damage, to include damage to the Premises caused by the Lessee or others that are not covered or compensable by any insurance.

Article 7. INSURANCE

- A. Property and Casualty Insurance.** For the duration of the Lease, the Lessor shall procure and maintain Property and Casualty Insurance to cover the value of the property. Such coverage shall cover the property in the case of fire damage.

Article 8. ALTERATIONS AND IMPROVEMENTS. For the purposes of this, Article 8, the following terms are defined:

“Alteration” means any substantial change to the structure or grounds of the premises such as but not limited to the removal of major portions of the building and other structures on the premises.

“Improvement” means any substantial addition to the structure or grounds of the premises that significantly increases or decreases the value or utility of the premises.

No alterations to or improvements, as defined above, on the Premises shall be made by the Lessee without prior express written and signed consent of the Lessor to the same. Consent must be in writing. The Lessee shall ensure compliance with any and all applicable laws, rules, ordinances and codes when undertaking any alteration or improvement to the Premises. In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Premises without destroying or otherwise deteriorating the Premises or any surface thereof shall, upon creation, become the Lessor’s property without need for any further transfer, delivery or assignment thereof.

Article 9. COMPLIANCE WITH LAW. The Lessee undertakes to comply with and abide by, at its sole expense, any and all Federal or Utah state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Premises and the Lessee’s occupation and use thereof, including but not limited to obtaining all pertinent licenses and permits and maintaining copies thereof in the Premises.

Article 10. ASSIGNMENT. The Lessee acknowledges that this Lease is not transferrable and that the Lessee may not assign the Lease, any part of the Lease or any of the rights or obligations herein without the prior express and written consent of the Lessor. The Lessee shall not sublet, sublease or otherwise grant any other party any

license or right in relation to the Premises or this Lease without such consent. Any license, assignment, sublease or agreement in violation of this clause shall be null and void with no legal force whatsoever. Violation of this provision shall be sufficient cause for Lessor to terminate the lease.

Article 11. DAMAGE TO LEASED PREMISES. In the event that the Premises, structures, or building are damaged or destroyed by fire or other casualty, Lessee shall designate Lessor as beneficiary of any insurance proceeds from insurance for the Premise. In the event that damage to the leased premises renders the premises unsuitable for the purposes of this agreement, this Lease shall terminate with no penalty of termination accruing to either party.

Article 12. SURRENDER OF PREMISES. On or before 11:59 P.M. on the last day of the Lease Term, the Lessee shall deliver up vacant possession of the Premises to Lessor. At such time, the Parties shall carry out the inspection of the Premises and shall sign a handover form jointly prepared and signed by the Parties to confirm the condition and handover of the Premises. The Lessee shall also return all keys and other devices giving access to any part of the Premises, including all building(s) or structure(s) leased to the Lessee.

The Lessee shall, at the request of Lessor and within a reasonable amount of time, make good any deficiencies identified during the handover inspection.

Article 13. INDEMNIFICATION. The Parties recognize that each party is a governmental entity under the governmental Immunity Act of Utah, § Title 63G Section 7, et seq. (1953, as amended) (the “Immunity Act”). Nothing contained in this agreement shall be construed to modify the limits of liability set forth in that Act. Nothing in this agreement shall be construed as a waiver of any procedural or substantive defense or limits of liability available under the Immunity Act and other applicable law, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by either party under this Agreement are expressly limited to the amounts identified in the Immunity Act. The parties shall maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

Article 14. JURISDICTION. This Lease shall be governed by and its terms and conditions be interpreted according to the laws of the State of Utah. The parties will submit to the jurisdiction of the First District Court of the State of Utah for any dispute arising out of this Lease or the breach thereof.

Article 15. NOTICE. Notice under this Agreement is sufficient if done by written communication. Notice is considered received upon personal delivery, actual receipt, or after three (3) days after such notice is deposited in the United States mail, postage prepaid, certified, and addressed to the following addresses:

To Lessee at the following address:

Office of the County Executive

199 North Main Street

Logan, UT 84321

To Lessor at the following address:

Providence City Mayor

164 Gateway Dr.

Providence, UT 84332

Article 16. SEVERABILITY. Should any provisions of this Lease be found invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or unenforceability shall remain valid and binding and shall be enforceable to the full extent allowed by law.

Article 17. BINDING EFFECT. The terms, obligations, conditions and covenants of this Lease shall be binding on Lessee, the Lessor, and successors in interest and shall inure to the benefit of the same.

Article 18. AMENDMENTS. This Lease may be amended if agreed to in writing and signed by both parties.

Article 19. TERMINATION OF CONTRACT.

- A. Termination for Cause.** Either party may terminate this Lease for cause after the non-breaching party provides a detailed written notice to the breaching party of the breach and the breaching party does not remedy its breach or legally justify its actions within 30 days.
- B. Termination without Cause.** Either party may terminate this Lease without cause by providing written notice to the other party 365 days prior to termination, or both parties may terminate this Lease by a written agreement that is signed by both parties and that specifies the termination date.

Article 20. ENTIRE AGREEMENT. This Lease and, if any, attached documents are the complete agreement between the Lessor and the Lessee concerning the Premises. There are no oral agreements, understandings, promises, or representations between the Lessor and the Lessee affecting this Lease. All prior negotiations and understandings, if any, between the Parties hereto with respect to the Premises shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Lessor and the Lessee in a written instrument signed by both Parties.

Article 21. LEGISLATIVE APPROPRIATION. Lessor recognizes that this agreement and any payments thereunder are subject to and conditioned upon future legislative allocation of funds by the Cache County Council.

[Remainder of page blank]

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____, 20____.

Lessee's Signature

Printed Name

Lessor's Signature

Printed Name

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF UTAH

_____ County, ss.

On this ____ day of _____, 20____, before me appeared _____, as **LESSOR** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My commission expires:_____

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF UTAH

_____ County, ss.

On this ____ day of _____, 20____, before me appeared _____, as **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My commission expires:_____