

CACHE COUNTY COUNCIL
October 28, 2008

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CACHE COUNTY COUNCIL MEETING
October 28, 2008

The Cache County Council convened in a regular session on October 28, 2008 in the Cache County Council Chamber at 199 North Main, Logan, Utah.

ATTENDANCE:

Chairman: John Hansen
Vice Chairman: H. Craig Petersen
Council Members: Brian Chambers, Darrel Gibbons, Kathy Robison & Gordon Zilles.
Cory Yeates absent.
County Executive: M. Lynn Lemon
County Clerk: Jill N. Zollinger
County Attorney: N. George Daines

The following individuals were also in attendance: Ray Bankhead, Drew Bickel, David K Bigelow, Ken Brown, Josh Chambers, Captain Kim Cheshire, Ray Clawson, Bob Fotheringham, Recorder Mike Gleed, Todd Hallock, Heber Hardman, Senator Lyle Hillyard, Sharon L. Hoth, Ginger Huckstep, R. Bruce Jorgensen, John Kerr, Sheriff G Lynn Nelson, Dave Nielsen, Pat Parker, Josh Runhaar, Auditor Tamra Stones, Mark Walsh, Natasha Weston, **Media:** Charles Geraci (Herald Journal), Jennie Christensen (KVNU).

OPENING REMARKS AND PLEDGE OF ALLEGIANCE

Council member Gordon Zilles gave the opening remarks and led those present in the Pledge of Allegiance.

REVIEW AND APPROVAL OF AGENDA

The agenda was approved with Item 11e – *Discussion-2009 Budget Priorities* moved to 11f and Resolution *No. 2008-27* inserted as Item 11e as requested by Executive Lemon.

REVIEW AND APPROVAL OF MINUTES

ACTION: Motion by Council member Robison to approve the minutes of the October 14, 2008 Council Meeting as written. Zilles seconded the motion. The vote was unanimous, 6-0. Yeates absent.

REPORT OF THE COUNTY EXECUTIVE: M. LYNN LEMON

APPOINTMENTS: There were no appointments.

WARRANTS: Warrants for the periods 10-03-2008 to 10-09-2008, 10-10-2008 to 10-16-2008 and 10-20-2008 to 10-21-2008 were given to the clerk for filing.

OTHER ITEMS

- Insurance Open Enrollment** for County Employees runs until November 6, 2008 and any Council members wanting to participate in the insurance program have until that date to enroll.

- ❑ **Cloud Seeding Program** annual summary has been received and Executive Lemon said Council members can review it. Last year there was a 17% increase in snow water content for last winter and a 10% increase for the twenty-year average.

ITEMS OF SPECIAL INTEREST

- **Western Counties Alliance Update** was presented by Mark Walsh who noted that PILT will receive full funding for 2008 and will adjust upwards by 3% or 4% for Fiscal Year 2009. Cache County will receive \$205,189.00 for the remainder of 2008. In the future Cache County will receive an increase of nearly \$600,000 in PILT but lose a little over \$300,000 because of the offset from Secure Rural Schools (SRS).

(Attachment 1)

- **Senator Lyle Hillyard – Jail Funding from State** – Senator Hillyard explained the difference between Jail Contracting and Jail Reimbursement programs and indicated funding for the Jail Reimbursement program is “as available” each year. Lemon and Daines stressed that it is difficult for counties to project budgeting not knowing what the amount for Jail Reimbursement will be. Hillyard responded it has been this way for a hundred years. Daines said this may be an incentive for judges to stop sending felons to the county jail instead of the state prison.

Tape 1, Side B

Hillyard said the funding is already approved at \$13,000,000.00 unless the legislature pulls it back, which can happen in any state funding program.

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

ACTION: Motion by Council member Gibbons to open the Public Hearing –Open 2008 Budget. Zilles seconded the motion. The vote was unanimous, 6-0. Yeates absent.

PUBLIC HEARING: OCTOBER 28, 2008-5:45 P.M. – OPEN 2008 BUDGET – Auditor Stones explained the adjustments to the 2008 budget. (See Attachment 2 to Resolution No. 2008-24 for details.)

Chairman Hansen opened the Public Hearing and invited public comment. There was none.

ACTION: Motion by Council member Robison to close the Public Hearing to Open 2008 Budget. Zilles seconded the motion. The vote was unanimous, 6-0. Yeates absent.

INITIAL PROPOSAL FOR CONSIDERATION OF ACTION

- **Resolution No. 2008-24 – Adjustments to 2008 Budget**

(Attachment 2)

ACTION: Motion by Council member Gibbons to waive the rules and approve Resolution No. 2008-24-Adjustments to 2008 Budget. Chambers seconded the motion. The vote was unanimous, 6-0. Yeates absent.

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

ACTION: Motion by Council member Gibbons to convene as a Board of Equalization. Chambers seconded the motion. The vote was unanimous, 6-0. Yeates absent.

THE COUNCIL CONVENED AS A BOARD OF EQUALIZATION

BOARD OF EQUALIZATION

- **Tax Exemption Requests**
Thomas Edison Charter School – Auditor Stones reviewed the application and recommended approval.

ACTION: Motion by Council member Zilles to approve the Tax Exemption Request for the Thomas Edison Charter School. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.

ACTION: Motion by Council member Robison to adjourn from the Board of Equalization. Zilles seconded the motion. The vote was unanimous, 6-0. Yeates absent.

PENDING ACTION

- **Ordinance No. 2007-05 - Agricultural Subdivisions (NO ACTION TAKEN)**
- **Ordinance No. 2008-10 – Establishing County Road and Abandoning Other Roads in Coldwater Area** – Attorney Daines noted this has been discussed several times and the ordinance reflects the settlement agreement that has already been approved.

(Attachment 3)

ACTION: Motion by Council member Chambers to approve Ordinance No. 2008-10 – Establishing County Road and Abandoning Other Roads in Coldwater Area. Gibbons seconded the motion. The vote was unanimous, 6-0. Yeates absent.

Ordinance No 2008-10: The vote was 6-0. Yeates absent.

	<u>CHAMBERS</u>	<u>ZILLES</u>	<u>GIBBONS</u>	<u>HANSEN</u>	<u>PETERSEN</u>	<u>ROBISON</u>	<u>YEATES</u>	<u>VOTES CAST</u>
AYE	X	X	X	X	X	X		6
NAY								0
ABSTAINED								0
ABSENT							X	0

- **Public Comment – County Water Brokerage Ordinance** – Bob Fotheringham reported letters had been sent to irrigators explaining the water brokerage ordinance and inviting comment and/or questions. He has received about five contacts regarding the letters. The number one concern was that the brokerage gave power to purchase water and Fotheringham explained that the brokerage does not purchase water, but the broad

scope of the brokerage does give the County Council that ability so that water will not be lost to non-use forfeiture.

Chairman Hansen invited public comment.

In response to a question, Fotheringham said an application to appropriate water in Cache County is different than other places in the state. One must have replacement compensation water to be able to take water out at a new point of diversion. The purpose of the brokerage is to have an application that has already been filed so that people who want to broker water can come in and use that as the mitigation water under that application. This would allow a soft transfer of water.

Another person asked if this ordinance is approved, will the brokerage language become the by-laws for water boards in Cache County? Will it take away present Boards' authority?

Fotheringham replied the Council becomes the County Water Board for decision making purposes and no authority will be stripped from the present water boards; they will continue to function as they do presently.

Zilles and Fotheringham stressed that the main purpose of the County Water Brokerage is to avoid forfeiture of water due to non-use. Forfeiture could mean Cache County water may be filed on by an entity for use outside of Cache County. With the County Water Brokerage, Cache County will be able to hold that water for a future use within Cache County.

- Ordinance No. 2008-09 – County Water Brokerage (NO ACTION TAKEN)** - Bob Fotheringham will meet with concerned individuals to help allay their concerns. Vice Chairman Petersen asked that the proposed ordinance add clearer language on the intent and purpose of the Water Brokerage.

The Council deferred action on this issue until the November 11, 2008 Council meeting.

- Resolution No. 2008-27 – A Resolution Ratifying Action Taken by the County Council on July 8, 2008 approving the Stipulation Agreement on Certain Coldwater Ranch Roads and Authorizing the Execution of the Settlement Agreement between Cache County and Coldwater Ranch** - Pat Parker explained that the Council approved the stipulation agreement on certain Coldwater Ranch Roads, but failed to pass a resolution authorizing the County Executive to execute the agreement.

(Attachment 4)

ACTION: Motion by Council member Gibbons to approve Resolution No. 2008-27- A Resolution Ratifying Action Taken by the County Council on July 8, 2008 approving the Stipulation Agreement on Certain Coldwater Ranch Roads and Authorizing the Execution of the Settlement Agreement between Cache County and Coldwater Ranch. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.

- Discussion – 2009 Budget Priorities** – Executive Lemon indicated he is continuing to meet with each department head and plans to have a budget prepared for the Council by the November 11, 2008 Council meeting. The information on the PILT payment will help

to make up some of the deficit from building inspection fees; however, if that money can only be used for roads, it may not help as much as thought. Lemon said that because of the uncertainty of next year's revenues, perhaps something limited can be included for the employees at the first of the year and then address that again mid-year when he will know more about property tax revenues.

Robison asked the status of the telecommunications sales tax issue and wondered if UAC has contacted Lemon? Lemon said he will have a telephone conference with them Wednesday, October 29, 2008. Lemon said the point to be decided is whether the tax commission can go back for three years or three months. Lemon invited Council members to be part of the telephone conference.

Chambers asked if the mental health court will be less costly than jail? Lemon said he doesn't know.

Gibbons asked Sheriff Nelson the status of housing state inmates in Cache County? Sheriff Nelson said the number of state/federal inmates is decreasing and the number of Cache County inmates is growing faster than predicted. Nelson said a jail population of around 300 inmates has proven to be the most efficient.

INITIAL PROPOSAL FOR CONSIDERATION OF ACTION

- **Approval/Disapproval – Cooperative Agreement – SR 165 Corridor** – Josh Runhaar reported that the five cities involved have approved the agreement. There is a process whereby the agreement may be amended. Runhaar reviewed the proposed corridor including future signal locations. Signals will only be installed if, and when, warranted. Lemon indicated this agreement limit access to SR 165. Runhaar said if a property has no other viable access, the county variance procedure could be used.

Tape 2, Side A

Runhaar said UDOT is waiting for Cache County's approval.

- **Resolution No. 2008-25 – Authorizing Executive to execute Cooperative Agreement with UDOT and various cities concerning the SR-165 Corridor**

(Attachment 5)

ACTION: Motion by Council members Gibbons to waive the rules and approve Resolution No. 2008-25- Authorizing Executive to execute Cooperative Agreement with UDOT and various cities concerning the SR-165 Corridor. Chambers seconded the motion. The vote was unanimous, 6-0. Yeates absent.

- **Approval/Disapproval - Settlement with Uinta Academy (Group Homes)** – Attorney Daines said a settlement has been reached that is agreeable to both parties.

ACTION: Motion by Council member Chambers to approve the Settlement with Uinta Academy (Group Homes). Gibbons seconded the motion. The vote was unanimous, 6-0. Yeates absent.

- **Resolution No. 2008-26 – Authorizing Executive to execute Settlement Agreement with Uinta Academy (Group Homes)**

(Attachment 6)

ACTION: Motion by Council member Chambers to waive the rules and approve Resolution No. 2008-26- Authorizing Executive to execute Settlement Agreement with Uinta Academy (Group Homes). Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.

- **Discussion Land Exchange for 200 East and Ice Arena** – Executive Lemon distributed a map showing where the proposed road would go through the current parking lot at the ice arena. The federal government wants the county to agree to deed additional land to the Ice Center for a replacement parking lot.

Robison stated she does not favor this route for the road. Why should the county agree to deed additional property for a loop in the road when a straight route would not cut through the parking lot? Lemon noted that residents along the alternate straight route did not approve.

Gibbons noted the proposed road would benefit the ice arena.

Lemon said he could go back to the federal highways and tell them Cache County does not agree with this proposal; however, that may hold up the EIS for North Logan's proposed road. Lemon said there is a meeting on this issue tomorrow.

Gibbons asked if the EIS is released and this (the loop in the road) is the preferred route, is that the only route we can consider? Lemon didn't know.

Gibbons said this proposed route should be resolved before the agreement with North Logan is finalized.

COUNCIL MEMBER REPORTS

Brian Chambers asked what the status of the county's involvement with Powder Mountain is? Attorney Daines said Powder Mountain is currently in litigation with Weber County and Cache County is no longer involved.

Chambers asked if the agenda for the November 25, 2008 meeting can be kept short as there is a home Aggie ball game that night at 7:00 p.m.

Craig Petersen asked that Pat Parker schedule a thirty-minute time slot for the November 11, 2008 meeting for a report from the countywide library consultant.

Petersen asked what happens now that the discussion on the CCCOG recommendations has occurred? Lemon said the Council thought it was more important to get a narrower road for a longer distance and that North Logan should have match funding. Daines said that Cache County will abrogate the relationship with North Logan concerning tax increment money and North Logan understands that.

Cache County Council
10-28-2008

Petersen asked what was the final resolution of the issue on 4200 North? Lemon said it is still not resolved. They are now working on a type of RR crossing, where when the ILS is activated, the road would be temporarily closed by lowering the arms. It is still not known where the funding will come from for the crossing arms.

Kathy Robison asked if the Homeless Task Force Committee could recommend a housing component that could be utilized for individuals coming through the mental health court. Daines said they are working toward that end, but there are complex issues involved.

The Council meeting adjourned at 6:55 p.m.

ATTEST: Jill N. Zollinger
County Clerk

APPROVAL: John A. Hansen
Chairman



Western Counties Alliance

PAYMENTS-IN-LIEU-OF-TAXES UTAH

<u>COUNTY</u>	<u>FULL FUNDING</u>	<u>2008 PAYMENT</u> <u>62.2%</u>	<u>MAKEUP PAYMENT</u> <u>37.8%</u>
BEAVER COUNTY	\$851,246	\$529,775	\$321,471
BOX ELDER COUNTY	\$2,740,828	\$1,705,761	\$1,035,067
CACHE COUNTY	\$543,336	\$338,147	\$205,189
CARBON COUNTY	\$997,038	\$620,509	\$376,529
DAGGETT COUNTY	\$115,525	\$71,897	\$43,628
DAVIS COUNTY	\$73,048	\$45,462	\$27,586
DUCHESNE COUNTY	\$1,345,138	\$837,150	\$507,988
EMERY COUNTY	\$1,137,798	\$708,112	\$429,686
GARFIELD COUNTY	\$695,969	\$433,138	\$262,831
GRAND COUNTY	\$1,051,213	\$654,225	\$396,988
IRON COUNTY	\$2,779,480	\$1,729,817	\$1,049,663
JUAB COUNTY	\$1,038,661	\$646,413	\$392,248
KANE COUNTY	\$931,021	\$579,423	\$351,598
MILLARD COUNTY	\$1,204,937	\$749,896	\$455,041
MORGAN COUNTY	\$32,970	\$20,519	\$12,451
PIUTE COUNTY	\$195,497	\$121,668	\$73,829
RICH COUNTY	\$301,675	\$187,748	\$113,927
SALT LAKE COUNTY	\$204,202	\$127,086	\$77,116
SAN JUAN COUNTY	\$1,299,528	\$808,765	\$490,763
SANPETE COUNTY	\$1,190,488	\$740,903	\$449,585
SEVIER COUNTY	\$1,662,586	\$1,034,715	\$627,871
SUMMIT COUNTY	\$1,063,430	\$661,828	\$401,602
TOOELE COUNTY	\$3,035,132	\$1,888,922	\$1,146,210
UINTAH COUNTY	\$2,155,320	\$1,341,369	\$813,951
UTAH COUNTY	\$1,494,468	\$930,086	\$564,382
WASATCH COUNTY	\$977,297	\$608,223	\$369,074
WASHINGTON COUNTY	\$2,551,232	\$1,591,500	\$959,732
WAYNE COUNTY	\$390,595	\$243,088	\$147,507
WEBER COUNTY	\$141,390	\$87,994	\$53,396
TOTAL	\$32,207,048	\$20,044,139	\$12,162,909



Western Counties Alliance

SECURE RURAL SCHOOLS

PROJECTED COUNTY PAYMENTS

UTAH

<u>COUNTY</u>	<u>25% FOREST</u> <u>PAYMENTS FOR FY</u> <u>2008</u>	<u>FY 2008</u>	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>TOTAL</u>
BEAVER	\$17,542	\$246,137	\$221,523	\$199,371	\$179,434	\$846,464
BOX ELDER	\$14,806	\$191,016	\$171,914	\$154,723	\$139,251	\$656,903
CACHE	\$61,478	\$676,338	\$608,705	\$547,834	\$493,051	\$2,325,928
CARBON	\$1,865	\$38,696	\$34,827	\$31,344	\$28,210	\$133,076
DAGGETT	\$22,264	\$769,387	\$692,448	\$623,203	\$560,883	\$2,645,921
DAVIS	\$12,740	\$50,028	\$45,025	\$40,523	\$36,470	\$172,046
DUCHESNE	\$95,629	\$936,940	\$843,246	\$758,921	\$683,029	\$3,222,136
EMERY	\$13,151	\$384,561	\$346,105	\$311,795	\$280,345	\$1,322,507
GARFIELD	\$168,180	\$1,963,972	\$1,767,575	\$1,590,817	\$1,431,736	\$6,754,099
GRAND	\$3,553	\$86,050	\$77,445	\$69,701	\$62,730	\$295,926
IRON	\$38,963	\$613,602	\$552,241	\$497,017	\$447,316	\$2,110,176
JUAB	\$19,389	\$268,778	\$241,900	\$217,710	\$195,939	\$924,328
KANE	\$19,943	\$180,457	\$162,412	\$146,170	\$131,553	\$620,592
MILLARD	\$39,261	\$580,763	\$522,687	\$470,418	\$423,376	\$1,997,244
MORGAN	\$4,513	\$22,973	\$20,675	\$18,608	\$16,747	\$79,003
PIUTE	\$24,934	\$395,976	\$356,378	\$320,740	\$288,666	\$1,361,760
RICH	\$10,977	\$88,427	\$79,584	\$71,626	\$64,463	\$304,099
SALT LAKE	\$32,191	\$97,569	\$87,812	\$79,031	\$71,128	\$335,540
SAN JUAN	\$27,836	\$1,788,109	\$1,609,298	\$1,448,369	\$1,303,532	\$6,149,308
SANPETE	\$26,748	\$1,226,944	\$1,104,250	\$993,825	\$894,442	\$4,219,462
SEVIER	\$90,269	\$1,569,118	\$1,412,206	\$1,270,985	\$1,143,887	\$5,396,195
SUMMIT	\$169,766	\$190,392	\$171,353	\$154,218	\$138,796	\$654,758
TOOELE	\$53,036	\$340,819	\$306,737	\$276,064	\$248,457	\$1,172,078
UINTAH	\$23,188	\$390,591	\$351,532	\$316,379	\$284,741	\$1,343,243
UTAH	\$73,978	\$1,135,294	\$1,021,764	\$919,588	\$827,629	\$3,904,275
WASATCH	\$74,401	\$755,778	\$680,200	\$612,180	\$550,962	\$2,599,120
WASHINGTON	\$63,284	\$775,098	\$697,588	\$627,829	\$565,046	\$2,556,562
WAYNE	\$22,889	\$383,342	\$345,008	\$310,507	\$279,456	\$1,318,313
WEBER	\$15,421	\$105,184	\$94,665	\$85,199	\$76,679	\$361,727

RESOLUTION NO. 08- 24

A RESOLUTION INCREASING THE BUDGET APPROPRIATIONS FOR CERTAIN COUNTY DEPARTMENTS.

The Cache County Council, in a duly convened meeting, pursuant to Sections 17-36-22 through 17-36-26, Utah Code Annotated, 1953 as amended, finds that certain adjustments to the Cache County budget for 2008 are reasonable and necessary; that the said budget has been reviewed by the County Auditor with all affected department heads; that a duly called hearing has been held and all interested parties have been given an opportunity to be heard; that all County Council has given due consideration to matters discussed at the public hearing and to any revised estimates of revenues; and that it is in the best interest of the County that these adjustments be made.

NOW THEREFORE, it is hereby resolved that:

Section 1.

The following adjustments are hereby made to the 2008 budget for Cache County:

see attached

Section 2.

Other than as specifically set forth above, all other matters set forth in the said budget shall remain in full force and effect.

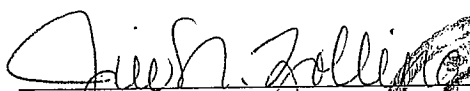
Section 3.

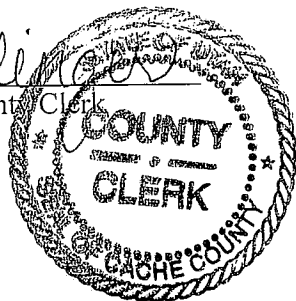
This resolution shall take effect immediately upon adoption and the County Auditor and other county officials are authorized and directed to act accordingly.

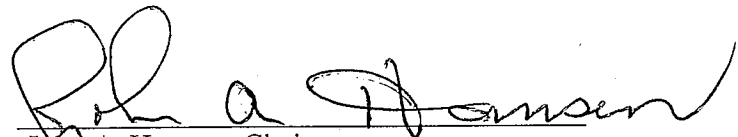
This resolution was duly adopted by the Cache County Council on the 28th day of October, 2008.

ATTESTED TO:

CACHE COUNTY COUNCIL


Jill N. Zollinger, Cache County Clerk




John A. Hansen, Chairman

FUND 10 GENERAL FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
10-33-43104	Misc State Rev - Search & Rescue	-	-	(22,550)	(22,550)	FY 2008 SAR Reimbursement
10-34-27107	Fires 100% Reimbursable	(22,308)	-	(44,717)	(67,025)	Fire fighting expenses
10-38-78000	Contrib - Search & Rescue	(2,901)	-	(3,000)	(5,901)	donations - Cache Valley Cruise-In & Mtn Men Rendezvous
10-38-92500	Appropriated Surplus - Mounted Posse	-	-	(4,500)	(4,500)	to allocate PY funds to cover snowmobile trailer purchase
	Totals			(74,767)	(74,767)	
	Net Adjustment					

FUND 10 GENERAL FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
10-4216-250	Search & Rescue - Equip Supplies & Maint	13,800	3,000	-	16,800	donations - Cache Valley Cruise-In & Mtn Men Rendezvous
10-4216-740	Search & Rescue - Capitalized Equipment	15,000	19,241	-	34,241	FY 2008 SAR Reimbursement
10-4217-251	Mounted Posse - Non-Capitalized Equipment	5,000	4,500	-	9,500	to cover snowmobile trailer purchase
10-4220-631	Other Fire 100% Reimbursable	22,308	44,717	-	67,025	Fire fighting expenses
10-4255-290	Emergency Management - Gasoline	3,000	3,309	-	6,309	FY 2008 SAR Reimbursement
10-4620-115	Fair - Overtime Pay	3,000	-	(204)	2,796	transfer to cover expenses
10-4620-480	Fair - Entertainment	4,500	-	(1,250)	3,250	transfer to cover expenses
10-4620-620	Fair - Security and Other Services	1,000	594	-	1,594	transfer to cover expenses
10-4621-221	Rodeo - Advertising	10,934	860	-	11,794	transfer to cover expenses
	Totals		76,221	(1,454)	74,767	
	Net Adjustment					

FUND 23 CACHE VALLEY VISITORS BUREAU FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
23-33-50000	ST of UT Matching Funds	(40,662)	-	(30,506)	(71,168)	2 Grants for Out of area marketing for Top of UT \$23313.50 & CVVB \$7192.50
	Totals			(30,506)	(30,506)	
	Net Adjustment					

FUND 23 CACHE VALLEY VISITORS BUREAU FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
23-4780-490	Advertising & Promotions	177,000	30,506	-	207,506	2 Grants for Out of area marketing for Top of UT \$23313.50 & CVVB \$7192.50
	Totals		30,506		30,506	
	Net Adjustment					

FUND 77 AIRPORT FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
77-33-44402	State Grant	(450,000)		(36,000)	(486,000)	State Grant #099031 - Paint runway/Wind sock relocation
77-38-70000	Approp Surplus	(165,895)		(4,000)	(169,895)	Airport drainage ditch repair
	Totals			(40,000)	(40,000)	
	Net Adjustment					

FUND 77 AIRPORT FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
77-4460-260	Airport - Bldg & Grds maint	13,000	4,000		17,000	airport drainage ditch repair
77-4460-739	Grant Projects	880,000	36,000		916,000	State Grant #099031 - Paint runway/Wind sock relocation
	Totals		40,000		40,000	
	Net Adjustment					

CACHE COUNTY
ORDINANCE NO. 2008 - 10

**AN ORDINANCE VACATING AND ABANDONING COUNTY ROADS
AND/OR PUBLIC HIGHWAYS LOCATED WITHIN A DESCRIBED PORTION OF
THE COLDWATER RANCH.**

Whereas, Cache County has entered into a Settlement Agreement with Coldwater Ranch, Inc. and Dee's Inc., hereinafter Coldwater Ranch, a copy of which is attached hereto as Exhibit #1 and hereby incorporated herein; and,

Whereas, Exhibits A, B, C, and D, are also attached to that Exhibit #1 and incorporated herein; and,

Whereas, as a part of that Settlement Agreement Cache County agreed to vacate and abandon certain county roads and/or public highways and reserve other roads as set forth therein; to wit:

6. Cache County and the State of Utah shall enforceably vacate and abandon all claims to easements, rights of way, and roads included within the Coldwater Property other than the following:

- (a) The Easement described in paragraph 1.
- (b) The four easements described in paragraph 2(a), (b), (c), and (d).
- (c) That portion of the Ant Flat Road that passes across the Coldwater Property in Section 35, Township 10 North, Range 3 East, Salt Lake Base and Meridian.
- (d) That portion of the existing road which runs approximately in the area of the southwest boundary of the Coldwater Property in the location shown on Exhibit "D" hereto. That Cache County and the State of Utah do not vacate and abandon this segment of road under this Agreement shall not constitute an admission by Coldwater Ranch that it is a public road or way and shall not in any way change whatever its character may be. All roads, easements, and rights of way that enter any part of the Coldwater Property from the segment of road shown on Exhibit "D" shall, however, be vacated and abandoned by both Cache County and the State of Utah.

Whereas, this Ordinance will hereafter describe the rights of way and roads that are not vacated and abandoned by the Settlement Agreement, Section 6 (a)-(d) as "Reserved Roads;" and,

Whereas, this Ordinance is for the purpose of vacating and abandoning all other county roads and/or public highways other than the Reserved Roads pursuant to the requirements of §72-3-108 U.C.A.; and,

Whereas, pursuant to that statute, public notice of a public hearing to be held by the Cache County Council was provided by publishing in the Herald Journal, a newspaper of general circulation in Cache County, the Legal Notice attached hereto and incorporated herein as Exhibit #2, once a week for four consecutive weeks prior to the hearing described therein; and,

Whereas, the said Legal Notice was also posted in three public places for four consecutive weeks prior to the said hearing; and,

Whereas, the said Legal Notice was also mailed to the Utah Department of Transportation; and,

Whereas, the said Legal Notice was also mailed to all owners of property abutting the said county roads; and,

Whereas, on July 8, 2008 at 6:35 p.m. in the Cache County Chambers at 199 North Main Street, Logan, Utah, the required public hearing was held and public comment was received; and,

Whereas, the proposed vacation and abandonment of county roads and/or public highways does not impair the rights of way and easements, if any, of any property owner or the franchise rights of any public utility; and,

Whereas, the State of Utah, Department of Transportation has no objection to the proposed vacation of county roads and/or public highways as described herein.

NOW THEREFORE, Cache County hereby vacates all county roads and/or public highways within the parcels of real property described in Exhibit #3 as further clarified in Exhibit #1 except for the Reserved Roads. The State of Utah, Department of Transportation has no objection to this vacation and abandonment of county roads and/or public highways. Exhibits #3 and #4 are attached and incorporated herein.

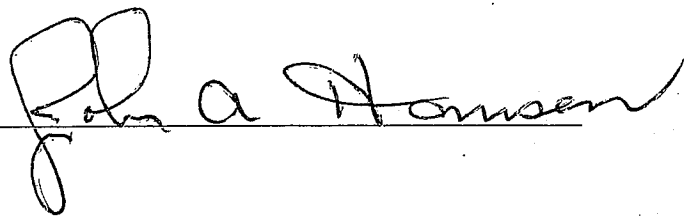
Cache County reserves all rights to the Reserved Roads as described in the attached Settlement Agreement.

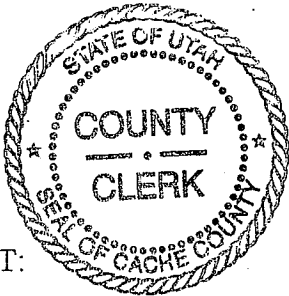
Section: This Ordinance shall become effective immediately upon publication, in the manner required by law.

This Ordinance was adopted by the County Council, Cache County, Utah on the 28 day of OCTOBER 2008, upon the following vote:

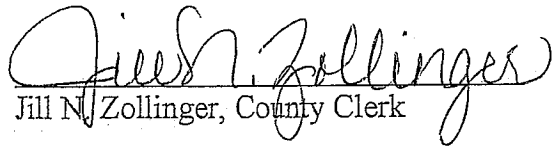
	Voting in Favor	Voting Against	Abstaining	Excused/Absent
H. Craig Petersen	X			
Brian Chambers	X			
Darrel L. Gibbons	X			
John H. Hansen	X			
Kathy Robison	X			
Cory Yeates				X
Gordon Zilles	X			

Cache County Council





ATTEST:


Jill N. Zollinger, County Clerk

Publication Date: November 12, 2008

EXHIBIT #1

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this _____ day of May, 2008, by and between COLDWATER RANCH, INC., DEE'S, INC., and CACHE COUNTY.

RECITALS

A. There is presently pending between Coldwater Ranch and Cache County an action identified as *Coldwater Ranch, Inc. v. Cache County*, in the First Judicial District Court of Cache County, State of Utah, Civil No. 050101751 (the "Action").

B. In the Action, Coldwater Ranch and Cache County dispute which, if any, roads within Coldwater Ranch are public roads.

C. Coldwater Ranch and/or its affiliate, Dee's, Inc., own and/or have acquired land in addition to the land that was the subject of the Action. As used in this Settlement Agreement, "Coldwater Property" shall mean and refer to all of the land described on Exhibit "A" hereto, which includes the land that was the subject of the Action and additional property owned by Coldwater Ranch and/or Dee's, Inc.

D. Cache County and Coldwater Ranch have agreed to settle and compromise the dispute that exists between them upon the terms contained in this Settlement Agreement.

NOW, THEREFORE, for such purposes and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Coldwater will grant to the County an easement (the "Easement") for unrestricted use by the public across a route depicted on Exhibit "B" that generally proceeds easterly up Hyrum Dry Canyon and continuing in a northerly and easterly direction until it reaches Ant Flat Road. The Easement may be shifted further north than the location depicted on Exhibit "B," but may not in any event be located further south than the location depicted on

Exhibit "B." The Easement will be 66 feet wide. If cliffs, rock outcroppings, or the like preclude using that precise route, the easement can be deviated in a minor way to be passable by 4-wheel drive vehicle. Cache County shall, at its own expense, construct any road and any other reasonably necessary structures, bridges, culverts, etc. that it elects to locate on the Easement.

2. Coldwater Ranch will also grant to Cache County an easement for unrestricted use by the public across the following road segments:

(a) An easement 66 feet in width running northerly from the Easement across the Coldwater Property to the public land lying to the north thereof, which easement shall generally follow the route in the vicinity of South Cottonwood Canyon as depicted on Exhibit "B" hereto.

(b) An easement 66 feet in width running northerly from the Easement across the Coldwater Property to the public land lying to the north thereof, which easement shall generally follow the route in the vicinity of Devil's Gate Canyon as depicted on Exhibit "B" hereto.

(c) An easement 66 feet in width running northerly from the Easement across the existing road located on the Coldwater Property in Section 29 of Township 10 North, Range 2 East, as depicted on Exhibit "B."

(d) An easement 66 feet in width along the southerly 66 feet of the land owned by Coldwater Ranch in the West half of the Northeast Quarter and the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, Township 9 North, Range 3 East, Salt Lake Base & Meridian, and an easement over any part of the area marked "Additional Easement" on Exhibit "D" which is owned by Coldwater.

The easements described in subparagraphs 2(a) and 2(b) shall be constructed over the most-direct reasonable route from the Easement to the public land to the north in the general vicinity as depicted on Exhibit "B." The easement described in paragraph 2(c) shall be located in the present location of a road in the area depicted on Exhibit "B" in Section 29 of Township 10 North, Range 2 East. Cache County shall, at its own expense, construct any roads and necessary associated improvements that it elects to locate over the easements described in this paragraph.

(e) Coldwater shall pay the sum of \$50,000.00 to Cache County upon the State of Utah and Cache County accomplishing the vacation and abandonment contemplated by paragraph 6 below.

3. After any road(s) are constructed as prescribed in paragraphs 1 and 2 above, Cache County will survey the centerline of the easements to create a description for inclusion in a mutually acceptable written easement document to be prepared, executed, and recorded.

4. Cache County will, at its own expense, build a fence along the southerly boundary of the Easement and along the northerly boundary of the easement described in paragraph 2(d) above. The fences will be constructed in the manner described as Design B of the Utah Division of Wildlife Resources Fencing Guidelines, shall include five strands of barbed wire, shall have posts on not more than ten-foot centers, and shall be of a lay down construction where reasonably required. Gates shall be installed in the fence where designated by Coldwater Ranch. Cache County shall at its own expense reasonably maintain the fences. The roads described above over the Easement and the easements prescribed in paragraphs 2(a), (b), and (c) shall not be open to the public until construction of the fence on the south of the Easement is

completed. The easement described in paragraph 2(d) above shall not be open to the public until construction of the fence along the northerly boundary thereof has been completed.

5. Coldwater Ranch will convey to Cache County fee simple title to an approximately 37-acre tract of land located in Section 4, Township 10 North, Range 2 East, on the Blacksmith Fork as approximately shown on Exhibit "C." Coldwater Ranch and Dee's, Inc. reserve access to the Coldwater Property over this parcel.

6. Cache County and the State of Utah shall enforceably vacate and abandon all claims to easements, rights of way, and roads included within the Coldwater Property other than the following:

- (a) The Easement described in paragraph 1.
- (b) The four easements described in paragraph 2(a), (b), (c), and (d).
- (c) That portion of the Ant Flat Road that passes across the Coldwater Property in Section 35, Township 10 North, Range 3 East, Salt Lake Base and Meridian.
- (d) That portion of the existing road which runs approximately in the area of the southwest boundary of the Coldwater Property in the location shown on Exhibit "D" hereto. That Cache County and the State of Utah do not vacate and abandon this segment of road under this Agreement shall not constitute an admission by Coldwater Ranch that it is a public road or way and shall not in any way change whatever its character may be. All roads, easements, and rights of way that enter any part of the Coldwater Property from the segment of road shown on Exhibit "D" shall, however, be vacated and abandoned by both Cache County and the State of Utah.

7. Cache County shall conduct a public hearing as required by applicable law concerning this proposed Settlement Agreement within 60 days.

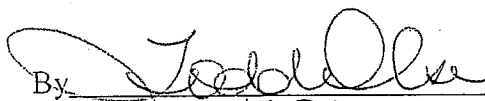
8. The Action shall be terminated through a Judgment that recognizes the terms of this Settlement Agreement, the existence of the agreed easements prescribed herein, and the abandonment of the other alleged public roadways or easements on the Coldwater Property as prescribed in this Settlement Agreement. The Judgment shall terminate any other claim between the parties other than those under this Settlement Agreement that arise from the facts at issue in the Action.

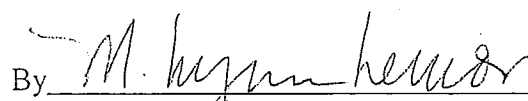
9. This Settlement Agreement contains all of the terms, covenants, conditions, and agreements between the parties hereto with respect to the subject matters treated herein. This Settlement Agreement may not be amended or supplemented except through a writing executed by both parties.

EXECUTED by the parties hereto on the date first above written.


COLDWATER RANCH, INC.

CACHE COUNTY

By 
Name Todd Olsen
Title Pres.

By 
Name M. LYNN LEMON
Title COUNTY EXECUTIVE

DEE'S, INC.

By 
Name President M. Olsen
Title President

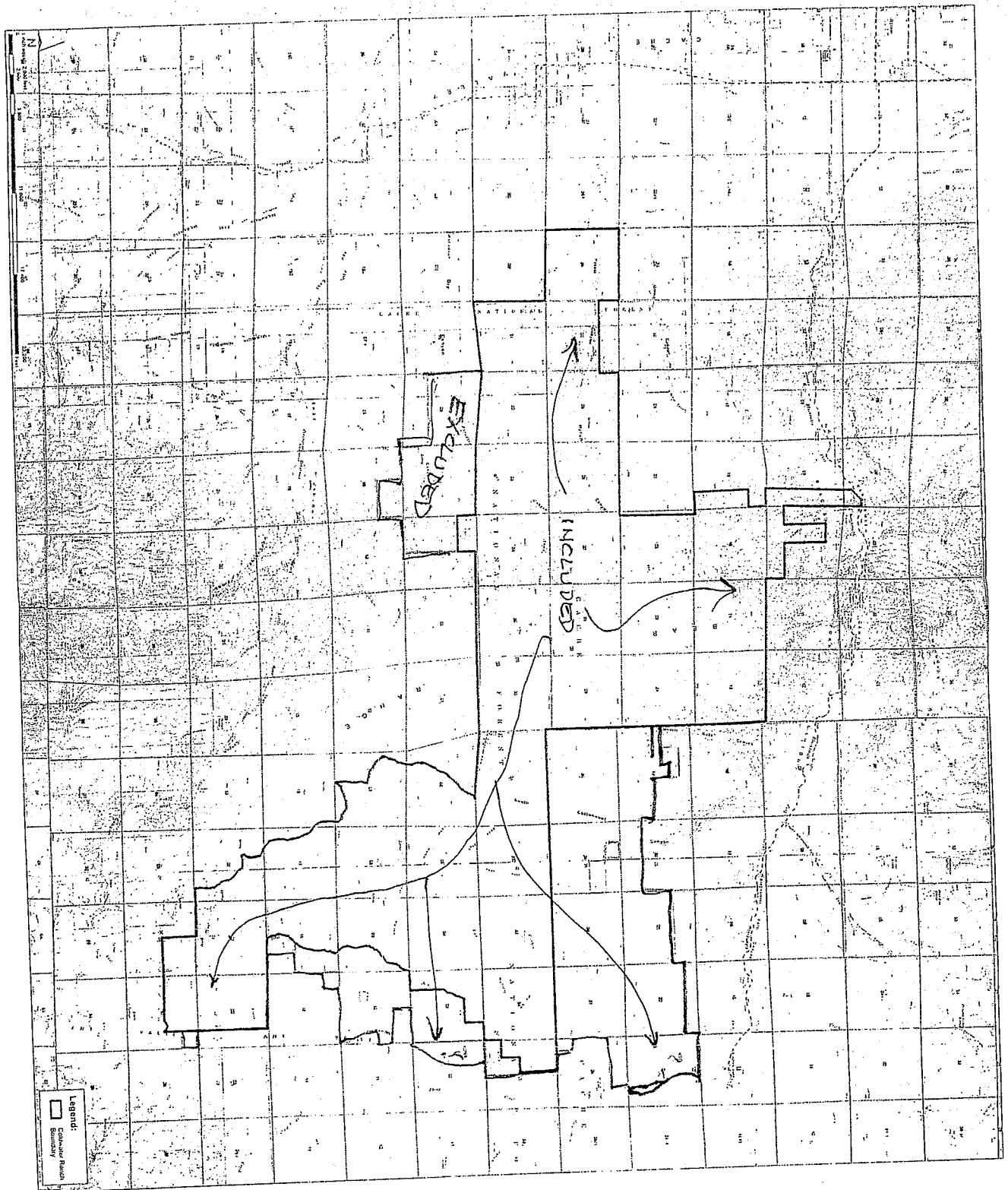


EXHIBIT A

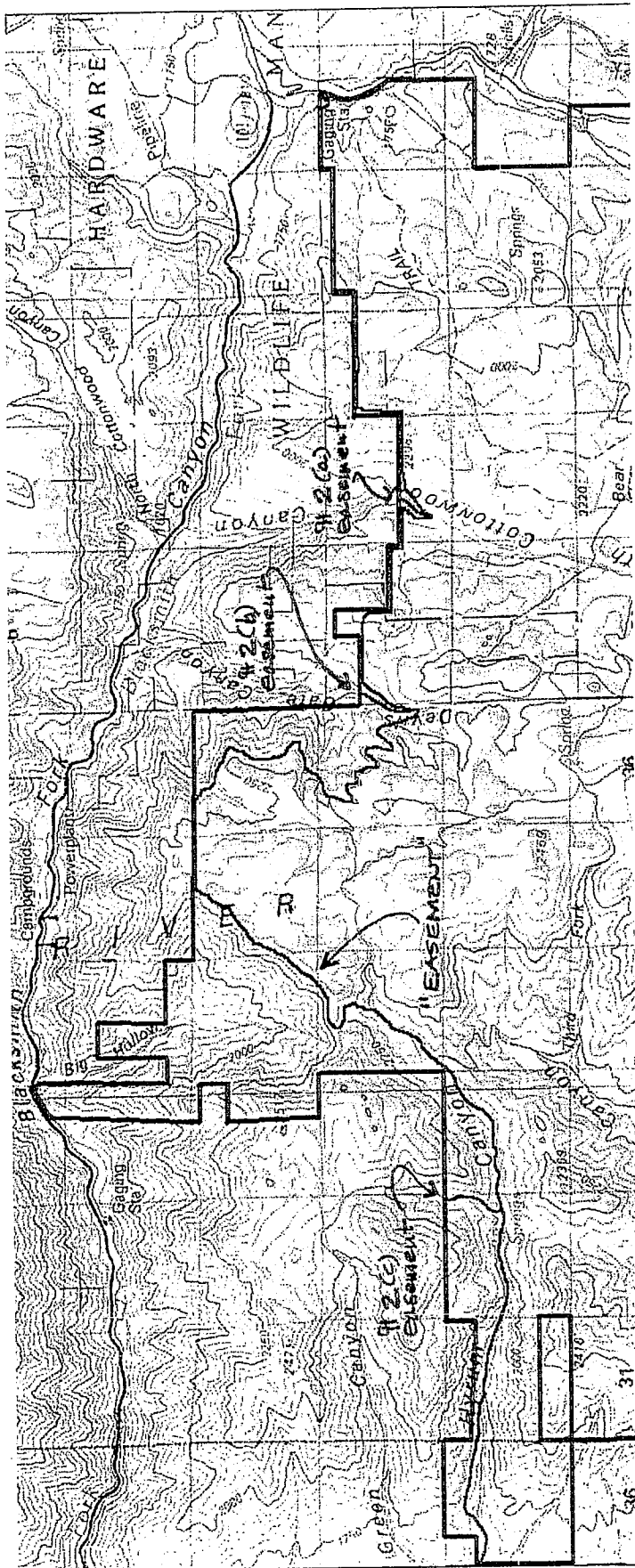


EXHIBIT "B"

APPROX 37 AC

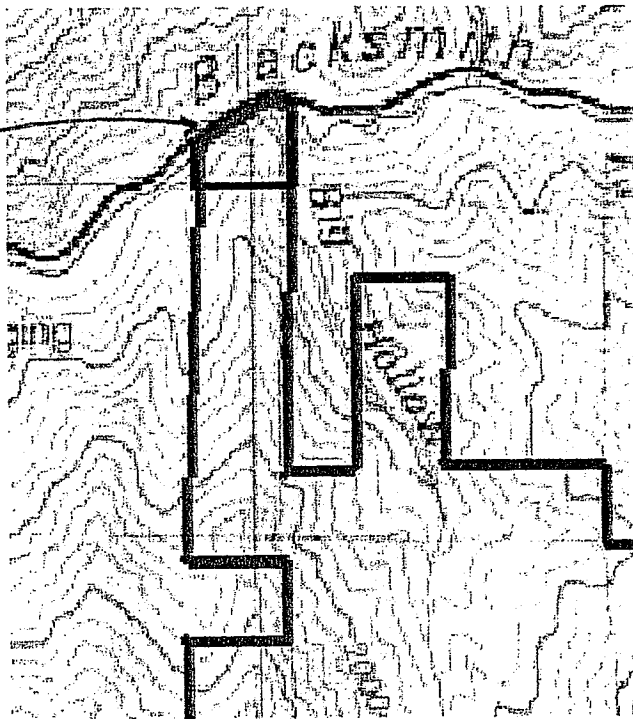
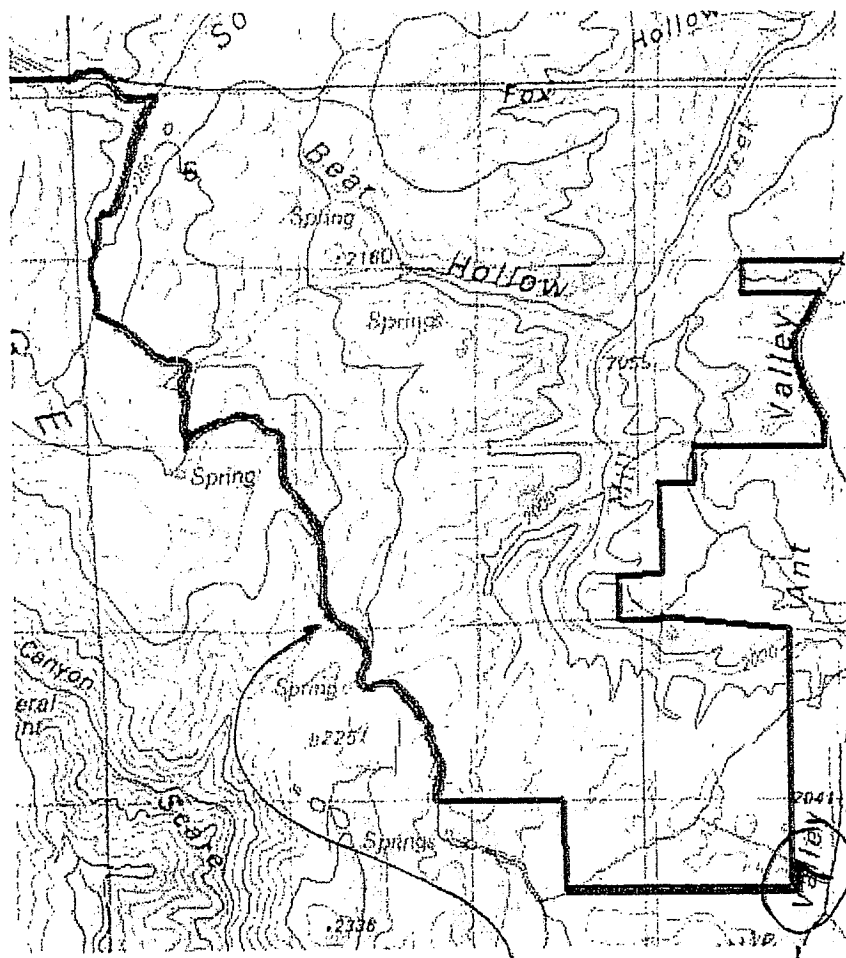


EXHIBIT "C"



EASEMENTS NOT TO BE
ABANDONED ARE COLORED BLUE
EXHIBIT "D"

ADDITIONAL
EASEMENT
(APPROX)

EXHIBIT #2

LEGAL NOTICE

Notice is hereby given of a **PUBLIC HEARING** that will be held during the **Cache County Council meeting of July 8, 2008 at 6:35 p.m. in the Cache County Chambers, 199 North Main Street, Logan, UT.** The Cache County Council will conduct a public hearing to consider the vacating and abandoning of county roads within portions of a tract of land commonly referred to as the "Coldwater Ranch".

The roads to be vacated and abandoned are included in the following sections within current property owned by the Coldwater Ranch:

- 9 N 3 E: sections 3-6, 7-10, 16-17, 20-22, 27, 28;
- 10 N 1 E: section 25;
- 10 N 2 E: sections 10, 13-14, 22-36;
- 10 N 3 E: sections: 19-23, 26-35

Roads included within or near the Coldwater Ranch that will not be vacated and abandoned are listed below. The easement of each road will be 66 feet wide. In those areas where roads do not presently exist, the County will develop and cut roadways. The County will survey the centerline of the roads to create a description for inclusion in a mutually acceptable written easement document to be prepared, executed, and recorded. The roads will be built to meet county specifications.

1. **Hyrum Dry Canyon to Ant Flat Road ("Hyrum Dry Canyon Road Easement"):**
An easement for unrestricted use by the public across a road that proceeds easterly up Hyrum Dry Canyon and continuing in a northerly and easterly direction until it reaches Ant Flat Road. The Hyrum Dry Canyon Road Easement will be located as far north as is practicable and will accommodate passage by two wheel drive vehicles.
2. **Green Canyon Road Easement:** An easement extending north from the Hyrum Dry Canyon Road Easement in the northeast quarter of Section 29 of T10N R2E. The Green Canyon Road Easement will follow a northerly direction from Section 29 into Sections 20 and 21 until it reaches the "Loop Road" that travels west down Green Canyon.
3. **Devil's Gate Road Easement:** An easement extending north from the Hyrum Dry Canyon Road Easement in Section 19 of T10N R3E. The Devil's Gate Road Easement will make its way in a mostly northerly direction through Section 19 into Section 18.
4. **South Cottonwood Road Easement:** An easement extending north from the Hyrum Dry Canyon Road Easement in the south half of Section 19 and Section 20 of T10N R3E. The South Cottonwood Road Easement will follow an easterly direction from

Section 19 into Section 20 thereafter taking a mostly northerly direction until it reaches Utah State lands that are located in the north half of Section 20.

5. **Rocky Ridge Road Easement:** An easement extending from Ant Flat Road in Section 27 of T9N R3E following a westerly direction through the southern boundary of the Coldwater Ranch property into Section 28 and then connecting to the Rocky Ridge Road.

A map showing the above described boundaries, the formal written agreement, and other information relating to the proposed vacating and abandonment of County Roads in the Coldwater Ranch area may be reviewed by contacting the Cache County Attorney's office at 199 North Main, Logan, UT, 435-755-1860.

Interested persons may appear at the public hearing and speak in favor of or against the vacation and abandonment of the roads identified above. In compliance with the American with Disabilities Act, individuals needing special accommodations during this meeting should notify the County Council office, at 755-1850 at least three working days prior to the meeting. Complete details regarding the Easement and fence type are available in the County Executive's office, 199 N. Main, Logan. UT 84321.

John A. Hansen
Council Chairman

Jill N. Zollinger
County Clerk

Publication Date:

EXHIBIT #3

The following all situate in Township 9 North, Range 3 East of the Salt Lake Base and Meridian.

Section 2: All West of Ant Flat Road

Section 3: All

Section 4: All

Section 5: All

Section 6: All East of Scare Canyon Road

Section 7: All East of Scare Canyon Road

Section 8: All

Section 9: All

Section 10: All west of Ant Flat Road excepting the North half of the North East Quarter, *The Southeast Quarter of the North East Quarter.*

Section 16: All except the South East Quarter of the South East Quarter

Section 17: All East of Scare Canyon Road

Section 18: All East of Scare Canyon Road

Section 20: All East of Scare Canyon Road Quarter.

Section 21: All

Section 22: The West half, West half of the East half.

Section 27: The Northwest Quarter, and the West half of the Northeast Quarter.

Section 28: The Northeast Quarter.

Section 15: The Northwest Quarter of the Northwest Quarter

The following situate in Township 9 North, Range 2 East of the Salt Lake Base and Meridian:

Section 3: The North half of the Northwest Quarter.

The following situate in Township 10 North, Range 3 East of the Salt Lake Base and Meridian:

Section 31: All

Section 32: All

Section 33: All

Section 34: All

Section 35: The Northwest Quarter, and the ~~Northwest Quarter of the~~ Southwest Quarter.

The following situate in Township 10 North, Range 1 East of the Salt Lake Base and Meridian:

Section 25: All, except the following:

(1) Beginning at the Northeast Corner of Section 25, Township 10 North, Range 1 East of the Salt Lake Base and Meridian; thence East 1700 feet; thence South 1415 feet; thence West 1200 feet to the Paradise City Concrete Control Box; thence Northwesterly amount 500 feet to the West line of Section; thence North 1415 feet to beginning.

(2) Also Beginning North $22^{\circ}25'12''$ East 146.2 feet of the point North $5^{\circ}0'19''$ East 3775.1 feet, from the Southwest Corner of said Section; thence South $22^{\circ}25'12''$ West 31.82 feet; thence North $75^{\circ}48'51''$ West 201.6 feet; thence North $88^{\circ}42'13''$ West 208.83 feet; thence North $0^{\circ}12'20''$ West 39.3 feet; thence South $81^{\circ}15'50''$ East 421.3 feet to the beginning.

(3) Also, beginning at a point from which the Southwest Corner of Section 25, Township 10 North, Range 1 East of the Salt Lake Base and Meridian, bears South $27^{\circ}45'17''$ West 3043.55 feet; and thence North $23^{\circ}07'08''$ West 50 feet; thence North $66^{\circ}52'52''$ East 50 feet; thence South $23^{\circ}07'08''$ East 50 feet; thence South $66^{\circ}52'52''$ West feet to beginning.

NOTE: No liability is assumed for any inaccuracy in the above-described legal descriptions regarding Section 25, including but not limited to description closing errors.

The following situate in Township 10 North, Range 2 East of the Salt Lake Base and Meridian:

Section 4: The Southeast Quarter of the Southeast Quarter.

Section 9: The East half of the East half.

Section 10: The South half of the South half; the Northeast Quarter of the Southwest Quarter; and the Southeast Quarter of the Northwest Quarter.

Section 13: All

Section 14: All

Section 15: All

Section 16: The East half of the Southeast Quarter; and the Southeast Quarter of the Northeast Quarter.

Section 22: All

Section 23: All

Section 24: All

Section 25: All

Section 26: All

Section 27: All

Section 28: All

Section 29: All

Section 30: The South half of the North half, and the North half of the South half.

Section 31: All

Section 32: All

Section 33: All

Section 34: All

Section 35: All

Section 36: All

LESS AND EXCEPTING THE FOLLOWING DEEDS:

Warranty Deed dated December 23, 1983 by KELLER GRAZING, INC., as Grantor, to MOUNTAIN FUEL SUPPLY COMPANY, as Grantee, recorded January 6, 1984 as Entry No. 465801 in Book 328 at Page 397 in the Cache County Recorder's Office regarding the Southeast Quarter of the Northwest Quarter, Section 25, Township 10 North, Range 1 East.

Warranty Deed dated December 23, 1983 by KELLER GRAZING, INC., as Grantor, to MOUNTAIN FUEL SUPPLY COMPANY, as Grantee, recorded January 6, 1984 as Entry No. 465802 in Book 328 at Page 398 in the Cache County Recorder's Office regarding the Southeast Quarter of Section 7, Township 9 North, Range 3 East.

Quit Claim Deed dated November 30, 1983 by KELLER GRAZING, INC., as Grantor, to MOUNTAIN FUEL SUPPLY COMPANY, as Grantee, recorded January 6, 1984 as Entry No. 465803 in Book 328, at Page 399 in the office of the Cache County Recorder's Office regarding the Southwest Quarter of the Northwest Quarter of Section 25, Township 10 North, Range 1 East.

The following situate in Township 10 North, Range 3 East of the SLBM

Section 19: The Southeast Quarter, Lots 8,9,10,11,12,13,14,15,16, and the South Half of Lots 1,5,6,7.

Section 20: The South Half of the South Half, and the South Half of the North Half of the South Half.

Section 21: The South Half, and The South Half of the North Half.

Section 22: All excepting the North Half of the North Half of the North Half.

Section 23: The West Half, and the West Half of the East Half less the following:

Beginning at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 23, Township 10 North Range 3 East, of the Salt Lake Base and Meridian and running thence South 0°29'58" West 1317.31 feet, thence South 0°29'06" West 1317.63 feet, thence South 0°29'07" West 457.503 feet, thence North 38°11'53" West 578.56 feet, thence North 30°54'53" West 214.764 feet, thence North 20°23'42" West 916.247 feet, thence North 14°02'10" West 181.588 feet, thence North 26°33'54" West 123.100 feet, thence North 0°00'00" East 99.0945 feet, thence North 21°48'05" East 118.586 feet, thence North 19°26'24" East 595.479 feet, thence North 18°15'36" East 562.589 feet, thence North 89°36'51" East 494.521 feet to the point of beginning. (17-014-0005, part)

Section 26: The North Half of the Northwest Quarter, The Southwest Quarter of the Southwest Quarter, and the Northwest Quarter of the Northeast Quarter.

Section 27: All

Section 28: All

Section 29: All

Section 30: All

Beginning at the Northeast Corner of Section 27, Township 9 North, Range 3 East, SLBM, and running thence North 89 degrees 59'50" East 53.69 feet; South 01 degrees 35'15" West 791.90 feet; South 9 degrees 13'15" West 524.33 feet; North 88 degrees 24'16" West 1250.98 feet; North 00 degrees 26'33" West 1310.71 feet; thence South 88 degrees 24'19" East 1313.38 feet to Beginning.

EXHIBIT #4



State of Utah

DEPARTMENT OF TRANSPORTATION

JOHN R. NJORD, P.E.
Executive Director

CARLOS M. BRACERAS, P.E.
Deputy Director

Coldwater

File #	
Cat.	
Date	080905

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

September 4, 2008

Mr. James Swink
Cache County Attorney
199 North Main Street
Logan, Utah 84321
(435) 755-1860

RE: Letter Dated June 30, 2008 Regarding Roads w/i or near Coldwater Ranch

Dear Mr. Swink:

After review by the Utah Department of Transportation's (UDOT) Region One Office regarding the request to vacate certain roads near Coldwater Ranch in Cache County, UDOT has no objection to the proposal.

We are not aware, at this time, of any public access or interests that would be jeopardized by this action.

Enclosed please find a copy of the Legal Notice of this requested action which will be kept on file by our Road Inventory Supervisor.

Sincerely,

Ahmad O. Jaber, P.E.
Systems Planning and Programming Director

AJ/ms

Cc: Cory Pope, UDOT Region One
Matthew Swapp, UDOT

CACHE COUNTY ATTORNEY



N. George Daines
County Attorney

Donald G. Linton
Chief Deputy

James M. Swink
Civil Attorney

199 North Main Street
Logan, Utah 84321
(435) 755-1860

Fax: (435) 755-1969 or (435) 755-1970
E-mail: (first name).(last name)@cachecounty.org

Tony C. Baird
Chief Prosecutor
Bruce G. Ward
Barbara K. Lachmar
Maybell Romero
Deputy County Attorneys

Terryl Warner
Jenny Nielsen
Joan Liquin
Victim Advocates

June 30, 2008

UDOT
Calvin Rampton Building
Systems Planning & Programming
Attention: Matthew Swapp
4501 South 2700 West
Box 143600
Salt Lake City, Utah 84114

Dear Mr Swapp:

Please find enclosed a hard copy of the legal notice that has been sent to you on prior occasions pursuant to Utah Code Annotated Section 72-3-108(2)(c). In addition to the notice detailing roads that are to be vacated or abandoned within or near the Coldwater Ranch, you will also find enclosed copies of the County's proposed settlement agreement, attached exhibits, and a map of the Coldwater Ranch area.

As we have discussed earlier today, we wanted to mail you a hard copy of the material that we have sent via email on prior occasions. If you have any questions, please contact me at 755-1872.

Sincerely,

James M. Swink
Deputy Civil Attorney

Enclosure

CACHE COUNTY
RESOLUTION NO. 2008-27

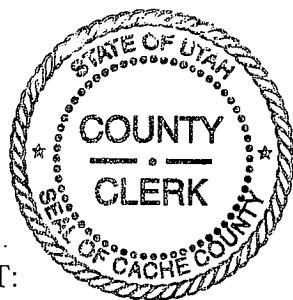
A RESOLUTION RATIFYING ACTION TAKEN BY THE COUNTY COUNCIL ON JULY 8, 2008 APPROVING THE STIPULATION AGREEMENT ON CERTAIN COLDWATER RANCH ROADS AND AUTHORIZING THE EXECUTION OF THE SETTLEMENT AGREEMENT BETWEEN CACHE COUNTY AND COLDWATER RANCH.

The County Council of Cache County, Utah, in regular meeting, lawful notice of which has been given, finds that it is in the best interests of the citizens of Cache County to enter into a Stipulation Agreement between Cache County and Coldwater Ranch concerning certain roads.

NOW, THEREFORE BE IT RESOLVED that the Cache County Executive is hereby authorized to execute the stipulation agreement between Cache County and Coldwater Ranch concerning certain roads as stated in "Exhibit A" attached hereto and made a part hereof.

This Resolution shall take effect immediately upon adoption.

DATED this 31 day of October, 2008.



ATTEST:

Jill N. Zollinger
By: Jill N. Zollinger
Cache County Clerk

CACHE COUNTY COUNCIL

John A. Hansen
By: John A. Hansen, Chairman

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this _____ day of May, 2008, by and between COLDWATER RANCH, INC., DEE'S, INC., and CACHE COUNTY.

RECITALS

A. There is presently pending between Coldwater Ranch and Cache County an action identified as *Coldwater Ranch, Inc. v. Cache County*, in the First Judicial District Court of Cache County, State of Utah, Civil No. 050101751 (the "Action").

B. In the Action, Coldwater Ranch and Cache County dispute which, if any, roads within Coldwater Ranch are public roads.

C. Coldwater Ranch and/or its affiliate, Dee's, Inc., own and/or have acquired land in addition to the land that was the subject of the Action. As used in this Settlement Agreement, "Coldwater Property" shall mean and refer to all of the land described on Exhibit "A" hereto, which includes the land that was the subject of the Action and additional property owned by Coldwater Ranch and/or Dee's, Inc.

D. Cache County and Coldwater Ranch have agreed to settle and compromise the dispute that exists between them upon the terms contained in this Settlement Agreement.

NOW, THEREFORE, for such purposes and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Coldwater will grant to the County an easement (the "Easement") for unrestricted use by the public across a route depicted on Exhibit "B" that generally proceeds easterly up Hyrum Dry Canyon and continuing in a northerly and easterly direction until it reaches Ant Flat Road. The Easement may be shifted further north than the location depicted on Exhibit "B," but may not in any event be located further south than the location depicted on

Exhibit "B." The Easement will be 66 feet wide. If cliffs, rock outcroppings, or the like preclude using that precise route, the easement can be deviated in a minor way to be passable by 4-wheel drive vehicle. Cache County shall, at its own expense, construct any road and any other reasonably necessary structures, bridges, culverts, etc. that it elects to locate on the Easement.

2: Coldwater Ranch will also grant to Cache County an easement for unrestricted use by the public across the following road segments:

(a) An easement 66 feet in width running northerly from the Easement across the Coldwater Property to the public land lying to the north thereof, which easement shall generally follow the route in the vicinity of South Cottonwood Canyon as depicted on Exhibit "B" hereto.

(b) An easement 66 feet in width running northerly from the Easement across the Coldwater Property to the public land lying to the north thereof, which easement shall generally follow the route in the vicinity of Devil's Gate Canyon as depicted on Exhibit "B" hereto.

(c) An easement 66 feet in width running northerly from the Easement across the existing road located on the Coldwater Property in Section 29 of Township 10 North, Range 2 East, as depicted on Exhibit "B."

(d) An easement 66 feet in width along the southerly 66 feet of the land owned by Coldwater Ranch in the West half of the Northeast Quarter and the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, Township 9 North, Range 3 East, Salt Lake Base & Meridian, and an easement over any part of the area marked "Additional Easement" on Exhibit "D" which is owned by Coldwater.

The easements described in subparagraphs 2(a) and 2(b) shall be constructed over the most direct reasonable route from the Easement to the public land to the north in the general vicinity as depicted on Exhibit "B." The easement described in paragraph 2(c) shall be located in the present location of a road in the area depicted on Exhibit "B" in Section 29 of Township 10 North, Range 2 East. Cache County shall, at its own expense, construct any roads and necessary associated improvements that it elects to locate over the easements described in this paragraph.

(e) Coldwater shall pay the sum of \$50,000.00 to Cache County upon the State of Utah and Cache County accomplishing the vacation and abandonment contemplated by paragraph 6 below.

3. After any road(s) are constructed as prescribed in paragraphs 1 and 2 above, Cache County will survey the centerline of the easements to create a description for inclusion in a mutually acceptable written easement document to be prepared, executed, and recorded.

4. Cache County will, at its own expense, build a fence along the southerly boundary of the Easement and along the northerly boundary of the easement described in paragraph 2(d) above. The fences will be constructed in the manner described as Design B of the Utah Division of Wildlife Resources Fencing Guidelines, shall include five strands of barbed wire, shall have posts on not more than ten-foot centers, and shall be of a lay down construction where reasonably required. Gates shall be installed in the fence where designated by Coldwater Ranch. Cache County shall at its own expense reasonably maintain the fences. The roads described above over the Easement and the easements prescribed in paragraphs 2(a), (b), and (c) shall not be open to the public until construction of the fence on the south of the Easement is

completed. The easement described in paragraph 2(d) above shall not be open to the public until construction of the fence along the northerly boundary thereof has been completed.

5. Coldwater Ranch will convey to Cache County fee simple title to an approximately 37-acre tract of land located in Section 4, Township 10 North, Range 2 East, on the Blacksmith Fork as approximately shown on Exhibit "C." Coldwater Ranch and Dee's, Inc. reserve access to the Coldwater Property over this parcel.

6. Cache County and the State of Utah shall enforceably vacate and abandon all claims to easements, rights of way, and roads included within the Coldwater Property other than the following:

- (a) The Easement described in paragraph 1.
- (b) The four easements described in paragraph 2(a), (b), (c), and (d).
- (c) That portion of the Ant Flat Road that passes across the Coldwater Property in Section 35, Township 10 North, Range 3 East, Salt Lake Base and Meridian.
- (d) That portion of the existing road which runs approximately in the area of the southwest boundary of the Coldwater Property in the location shown on Exhibit "D" hereto. That Cache County and the State of Utah do not vacate and abandon this segment of road under this Agreement shall not constitute an admission by Coldwater Ranch that it is a public road or way and shall not in any way change whatever its character may be. All roads, easements, and rights of way that enter any part of the Coldwater Property from the segment of road shown on Exhibit "D" shall, however, be vacated and abandoned by both Cache County and the State of Utah.

7. Cache County shall conduct a public hearing as required by applicable law concerning this proposed Settlement Agreement within 60 days.

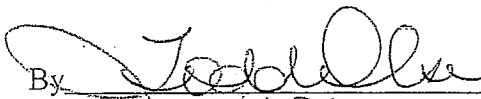
8. The Action shall be terminated through a Judgment that recognizes the terms of this Settlement Agreement, the existence of the agreed easements prescribed herein, and the abandonment of the other alleged public roadways or easements on the Coldwater Property as prescribed in this Settlement Agreement. The Judgment shall terminate any other claim between the parties other than those under this Settlement Agreement that arise from the facts at issue in the Action.

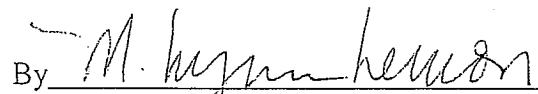
9. This Settlement Agreement contains all of the terms, covenants, conditions, and agreements between the parties hereto with respect to the subject matters treated herein. This Settlement Agreement may not be amended or supplemented except through a writing executed by both parties.

EXECUTED by the parties hereto on the date first above written.


COLDWATER RANCH, INC.

CACHE COUNTY

By 
Name Todd Olsen
Title Pres.

By 
Name M. LYNN LEMOR
Title COUNTY EXECUTIVE

DEE'S, INC.

By 
Name President M. Olsen
Title President

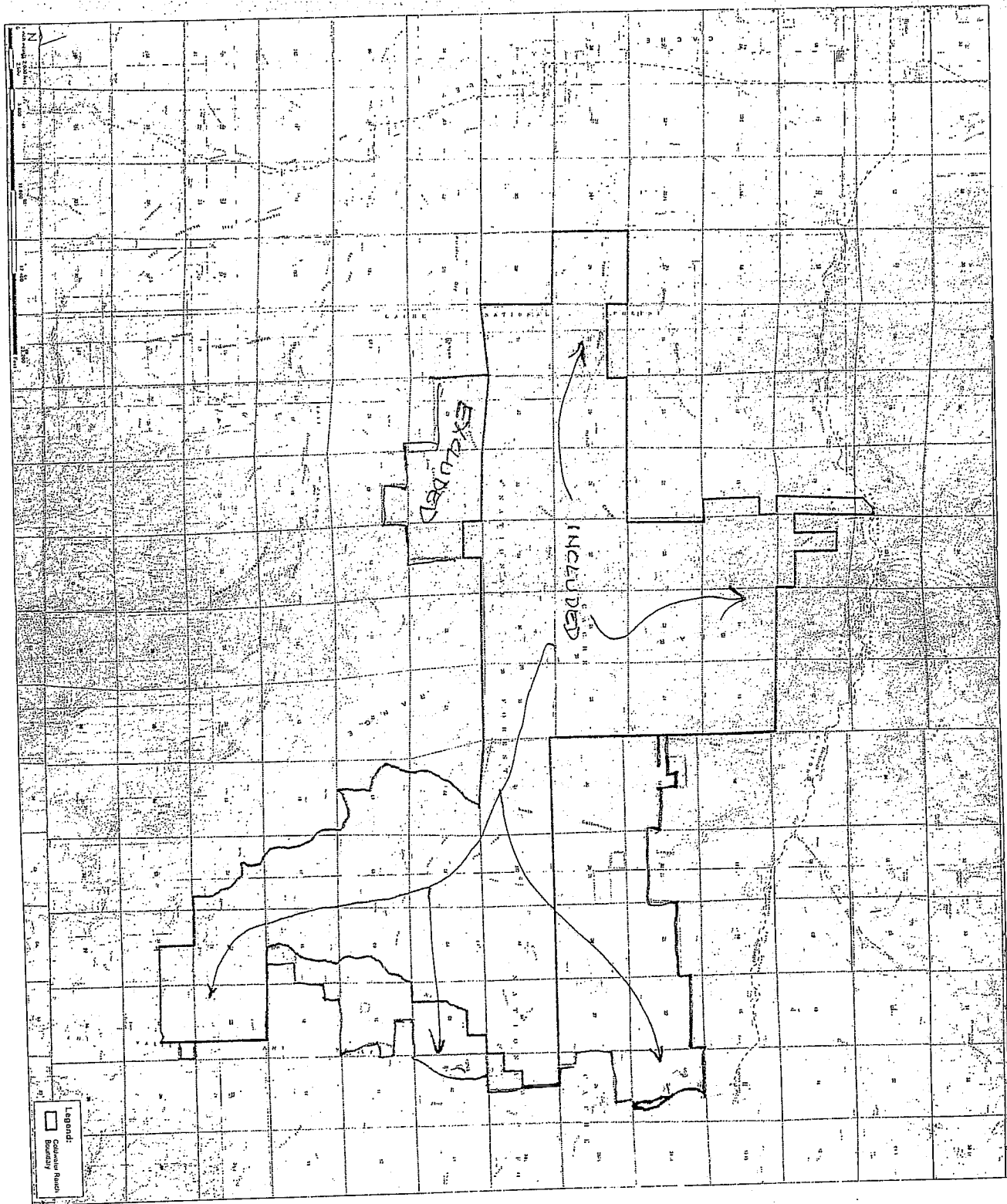


EXHIBIT A

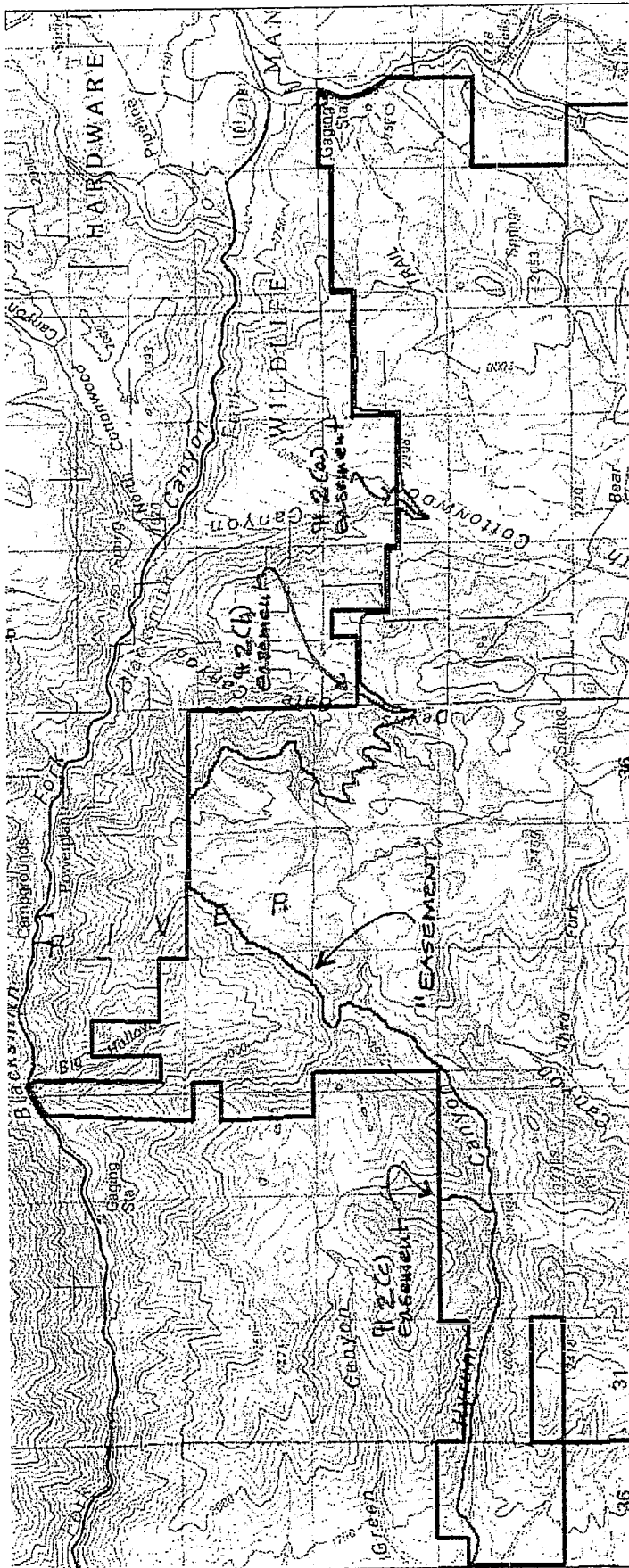


EXHIBIT "B"

APPROX 37 AC

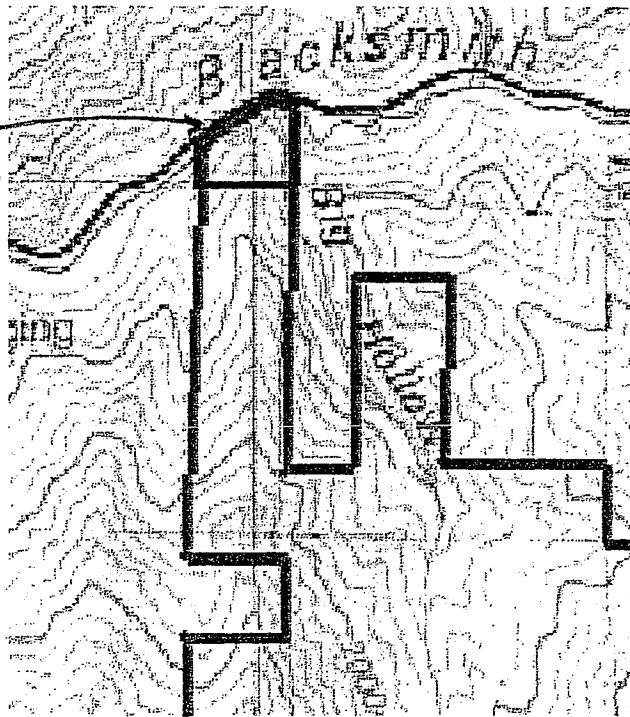
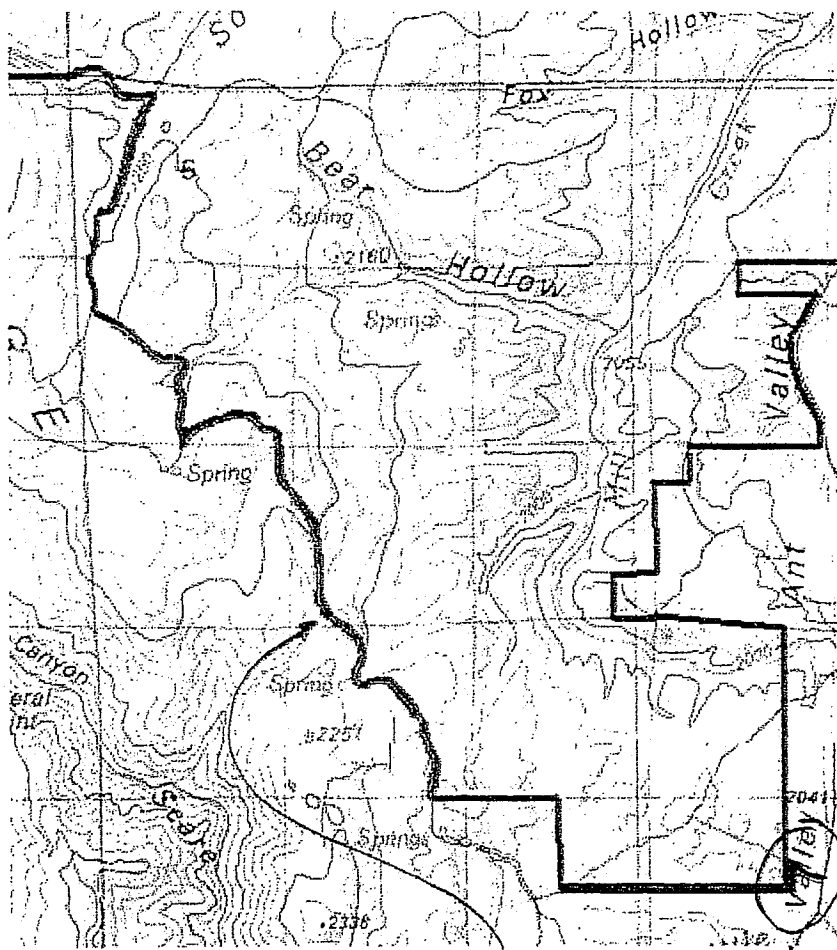


EXHIBIT "C"



EASEMENTS NOT TO BE
ABANDONED ARE COLORED BLUE
EXHIBIT "D"

ADDITIONAL
EASEMENT
(APPY)

CACHE COUNTY
RESOLUTION NO. 2008-25

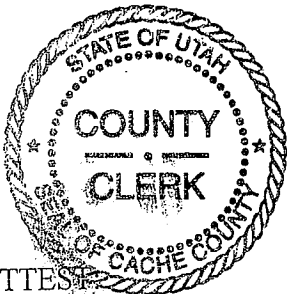
A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT BETWEEN CACHE COUNTY, UDOT, LOGAN CITY, PROVIDENCE CITY, NIBLEY CITY, MILLVILLE CITY AND HYRUM CITY CONCERNING THE SR-165 COORDOR AND THE DESIRE TO FACILITATE TRAFFIC FLOW.

The County Council of Cache County, Utah, in regular meeting, lawful notice of which has been given, finds that it is in the best interests of the citizens of Cache County to enter into a Cooperative Agreement between Cache County, Utah Department of Transportation, Logan City, Providence, Nibley, Millville and Hyrum concerning the SR-165 Corridor and the desire to facilitate traffic flow along the same.

NOW, THEREFORE BE IT RESOLVED that the Cache County Executive is hereby authorized to execute the easement agreement between Cache County, Utah Department of Transportation, Logan City, Providence City, Nibley City, Millville City and Hyrum City as stated in "Exhibit A" attached hereto and made a part hereof.

This Resolution shall take effect immediately upon adoption.

DATED this 28 day of October, 2008.



CACHE COUNTY COUNCIL

By:

John A. Hansen, Chairman

By: Jill N. Zollinger
Cache County Clerk

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT made and entered into this _____ day of _____, 2008, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT," and the cities of LOGAN, PROVIDENCE, NIBLEY, MILLVILLE, HYRUM, and CACHE COUNTY, hereinafter referred to as the "municipalities."

WITNESSETH:

WHEREAS, based on the findings of the SR-165 Transportation Corridor Study, UDOT and the MUNICIPALITIES desire to facilitate traffic flow along the SR-165 Corridor in Cache County, Utah, by identifying and stipulating the locations of existing and future traffic signal installations and access management techniques; and

WHEREAS, in order to manage traffic flow and improve safety, other considerations will be necessary within the corridor as described herein; and

WHEREAS, UDOT and each Municipality agree to enter into this COOPERATIVE AGREEMENT to accomplish this common goal; and

WHEREAS, UDOT has determined by formal finding said work on public right-of-way is not in violation of the laws of the State of Utah or any legal contract with the Municipalities.

This COOPERATIVE AGREEMENT is made to set out the terms and conditions where under said corridor preservation shall be accomplished.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Parties hereto agree that the following intersections are identified as locations for existing or future traffic signal installations:

SR-165 and 1200 South,
 SR-165 and 1700 South (future),
 SR-165 and either 2300 South (future) or SR-165 and 2600 South (future),--(One intersection jointly agreed to by Nibley and Millville will be signalized when warrant criteria is met. Otherwise the first of these two intersections to meet warrant will be signalized).
 SR-165 and 3200 South (future),
 SR-165 and Hollow Road (approx. 3900 South) (future),
 SR-165 and 4400 South (future),
 SR-165 and SR-101,
 SR-165 and 300 South in Hyrum (future).

2. The Parties hereto agree that traffic signals will only be installed at those intersections within the SR-165 Corridor limits that are listed above subject to meeting minimum traffic signal warrants defined by the current version of the Manual of Uniform Traffic Control Devices and a UDOT field review and a traffic signal will not be considered or installed at any intersection not listed above.

3. Other intersections on the SR-165 Corridor between 1200 South (Providence) and 300 South (Hyrum) within the Municipal jurisdiction of each Municipality will not be considered for future signalization.

4. The Municipalities acknowledge that, at UDOT's discretion, it may become necessary due to compelling public safety concerns to restrict certain types of movements at any and all unsignalized intersections or access points within the corridor to right in and right out only or similar restrictions based on an engineering study.

5. The Municipalities also acknowledge that in commercially zoned areas-where service roads are to be implemented, once two thirds of the land is developed as such, direct driveways into individual businesses off of SR-165 will be closed and the service road will be implemented.

6. Each Municipality agrees to master plan and pursue roadway projects to fulfill the Recommendations and Access Management Techniques as outlined in the above mentioned SR-165 Transportation Corridor Study, dated August 2008.

7. The Municipalities and UDOT acknowledge the benefits and limitations of long range planning and agree to review and update the SR-165 Transportation Corridor Study and this Cooperative Agreement based on the results of a comprehensive engineering review of zoning, land use planning, traffic safety, traffic operations, environmental issues, and related technical considerations 15 years from the approval of this agreement.

8. Except for the 15 year update, approval of any amendment to this agreement requires two thirds majority approval of all Municipalities and UDOT. Any signatory to this agreement can request amendment to elements of this agreement at any time based on appropriate engineering studies. Upon two thirds majority approval of a Technical Advisory Committee (TAC) made up of one voting member appointed from each Municipality and UDOT, any study required to implement the amendment before the 15 year update will be funded 60% by UDOT and 8% from each Municipality (subject to any budgetary approvals required by each Municipality).

9. Each Municipality agrees to support the current version of the UDOT rule governing access management and the Cache Access Management Policy, including revisions based on this agreement, with respect to development occurring within the subject corridor, variance requests which are not defined in this study, and related issues beyond the scope of the SR-165 Transportation Corridor Study. The Municipalities acknowledge a willingness to plan for land use consistent with the current UDOT access management rule, which requires at least 500 foot access spacing on SR-165 for much of the subject corridor. Furthermore, this agreement stipulates 500 foot minimum access spacing and 660 foot minimum street spacing on SR-165 from the point where the speed limit changes 200 feet south of Anderson Avenue (225 North) in Hyrum to the point where the speed limit changes .49 miles south of the junction of SR-91 in Providence (this is a change from the current rule spacing standards).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

Logan City Corporation,
a Municipal Corporation of the State of Utah

Name Date

Name Date

Title
(Impress Seal)

Title

ATTEST:

Cache County,
a Municipal Corporation of the State of Utah

Name Date

Name Date

Title
(Impress Seal)

Title

ATTEST:

Providence City,
a Municipal Corporation of the State of Utah

Name Date

Name Date

Title
(Impress Seal)

Title

ATTEST:

Nibley City,
a Municipal Corporation of the State of Utah

Name Date

Name Date

Title
(Impress Seal)

Title

ATTEST:

Millville City,
a Municipal Corporation of the State of Utah

Name Date

Name Date

Title
(Impress Seal)

Title

ATTEST:

Hyrum City,
a Municipal Corporation of the State of Utah

Name Date

Name Date

Title
(Impress Seal)

Title

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

Region Traffic and Safety Engineer Date

Region One Director Date

APPROVED AS TO FORM:

Approved:

As evidenced by the signature below, the Attorney General's Office has reviewed this Agreement pursuant to Utah Code Annotated, Section 11-13-202.5, and authorizes and approves it.

UDOT Comptroller's Office,
Contract Administrator

UTAH ATTORNEY GENERAL
MARK L. SHURTLEFF

Date

Jim Beadles,
Assistant Attorney General

CACHE COUNTY
RESOLUTION NO. 2008-26

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SETTLEMENT AGREEMENT BETWEEN CACHE COUNTY AND UTAH ACADEMY
(GROUP HOMES)

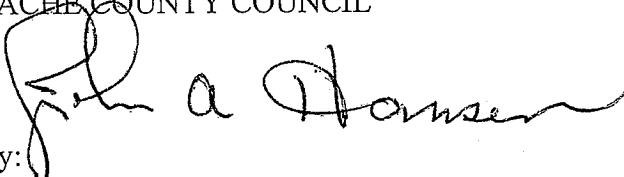
The County Council of Cache County, Utah, in regular meeting, lawful notice of which has been given, finds that it is in the best interests of the citizens of Cache County to enter into a Settlement Agreement between Cache County and Uinta Academy (Group Homes).

NOW, THEREFORE BE IT RESOLVED that the Cache County Executive is hereby authorized to execute the settlement agreement between Cache County and Uinta Academy (Group Homes) as stated in "Exhibit A" attached hereto and made a part hereof.

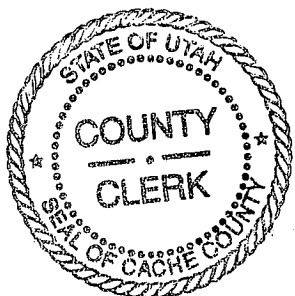
This Resolution shall take effect immediately upon adoption.

DATED this 28 day of October, 2008.

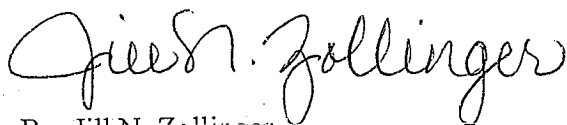
CACHE COUNTY COUNCIL

By: 

John A. Hansen, Chairman



ATTEST:



By: Jill N. Zollinger
Cache County Clerk

Settlement Agreement and Release

This Settlement Agreement and Release (the "Agreement") is made as of this 28 day of October 2008, by and between, Uinta Academy, L.C. ("Uinta") and Cache County Corp. ("Cache County"). The releases between Uinta and Cache County provided in this Agreement are contingent upon the covenants contained herein. As a part of this Settlement Agreement and Release, Cache County Zoning Administrator, Josh Runhaar ("Runhaar") is also being released.

WHEREAS, the Parties now desire to settle all of the claims which were asserted or which could have been asserted in the case captioned Uinta Academy, L.C. and Jane Does 1-12 v. Cache County Corp. and Cache County Zoning Administrator, Josh Runhaar, Case No. 1:07-cv-169, currently pending before the United States District Court, District of Utah, Northern Division (the "Dispute"); and,

WHEREAS, it is the intent of the Parties to dismiss with prejudice the pending Housing Discrimination Complaint filed by Uinta with the U.S. Department of Housing and Urban Development.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties agree as follows:

1. The present Uinta facilities located and operated at 3875 South Hw. 23, Wellsville, Utah and 3746 South 4800 West, Wellsville, Utah respectively are permitted legally existing residential facilities for persons with a disability (RFPD) pursuant to Cache County Ordinance in effect at the time of their original licensing in 2005. To the extent Uinta facilities are not in accordance with the present Cache County Ordinance adopted in 2008, the Uinta facilities and their present use are recognized as permitted and legal non-conforming facilities and uses.
2. Uinta hereby withdraws its application for a new RFPD to be located at 3869 South Hwy. 23, Wellsville, Utah originally filed on March 20, 2007.
3. Nothing herein shall be construed to prevent Uinta from re-applying under the then present Cache County Ordinance for any lawful permitted or conditional use to be located at 3869 South Hwy. 23, Wellsville, Utah or any other location.
4. On September 24, 2008 the Parties and their respective representatives toured the two existing facilities, the proposed facility and the Lewiston, Utah facility for the purpose of determining existing code violations. Based upon that inspection Cache County has provided the list of compliance issues attached hereto as Exhibit "A". Uinta agrees to come into compliance with the code provisions identified by said list by working directly with the building inspector and/or fire inspector within a reasonable time following execution of this Agreement. Cache County shall provide a reasonable time for compliance. Cache County agrees to treat efforts to

bring its facilities and uses into compliance in a manner consistent with its treatment of other residents of Cache County.

5. Cache County shall within thirty (30) days after execution of this Agreement notify neighbors of the facilities referred to in paragraph 1 above by mail that the Uinta facilities and uses are legal and permitted uses and that they should cease any harassment of Uinta, its Clients, Officers, or Employees. Any communication regarding such notice shall be copied to Uinta Academy, L.C.

6. Uinta Academy, L.C. on its own behalf and for all its agents, employees, successors, and assigns, does hereby release, acquit, and forever discharge Cache County Corp. and Cache County Zoning Administrator, Josh Runhaar, its agents, employees, successors and assigns of and from any and all existing or possible actions, causes of actions, claims, demands, damages, costs, fees, and expenses of any kind, on account of or in any way arising from or relating to all known and unknown injuries or damages resulting or to result from the Dispute. Uinta Academy, L.C. further acknowledges that it will withdraw and seek to dismiss with prejudice its Complaint filed with the U.S. Department of Housing and Urban Development (HUD), Case No. 08-07-0151-8 and will not pursue, accept, or act upon any action, direction, or decision issued by HUD thereon. Nothing in this Agreement shall be construed to prevent Uinta from filing any action with HUD or with any agency or court of competent jurisdiction related to any claims of discrimination or otherwise arising on or after the date of this Agreement.

7. Cache County Corp. on its own behalf and for all its agents, employees, successors, and assigns, does hereby release, acquit, and forever discharge Uinta Academy, L.C., its agents, employees, successors and assigns of and from any and all existing or possible actions, causes of actions, claims, demands, damages, costs, fees, and expenses of any kind, on account of or in any way arising from or relating to all known and unknown injuries or damages resulting or to result from the Dispute. Cache County further acknowledges that it is dismissing with prejudice any claims or actions relating to allegations that the present Uinta facilities and uses identified in paragraph 1 above were not legal and permitted or were otherwise not in compliance with county ordinances, including but not limited to the building, fire or health codes with the exception of those matters addressed in paragraph 4 above.

8. Within ten (10) business days after the execution and delivery of this Agreement, the Dispute shall be dismissed by the execution and filing of a Dismissal with Prejudice, forever dismissing any and all claims which were or which could have been asserted by the Parties in the Dispute.

9. This Agreement may be modified, altered or terminated only upon the express written consent of all Parties hereto.

10. The waiver by any Party of any breach of any provision hereof shall not operate or be construed as a waiver by such Party of any subsequent breach.

11. The Agreement shall be construed in accordance with the laws of the State of Utah and United States of America, exclusive of any choice of law rules. The forum of any action relating to any breach of this Agreement shall be in the appropriate court in Utah and the Parties expressly agree to both subject matter and *in personam* jurisdiction in that forum.

12. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors and administrators, successors and permitted assigns.


13. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to all costs and reasonable attorney fees.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original Agreement, but all of which together shall constitute one and the same instrument.

15. By its signature below, the County warrants that this Agreement has been approved by the Cache County Council at a regularly constituted and properly noticed official meeting of the Cache County Council.

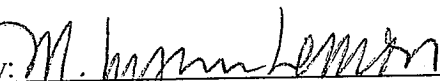
This Settlement Agreement and Release contains the entire agreement between the parties hereto and the terms of the release are contractual and not mere recitals

Uinta Academy, L.C.

By: 
Jeff Simpson, Member

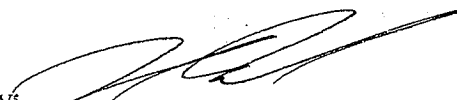
10/28/08
Date

Cache County Corp.

By: 
Lynn Lemon,
Cache County Executive

10/29/08
Date

Cache County Zoning Administrator

By: 
Josh Runhaar

10/28/08
Date