

**APPROVED**

**CACHE COUNTY  
COUNCIL MINUTES  
MARCH 09, 2010**

**CACHE COUNTY COUNCIL**  
**March 09, 2010**

**AGRICULTURAL PROTECTION AREA – Boyd W & Sheri J Schiess-Resolution No. 2010-10 .....4**

**BEAR RIVER HEAD START – Property Tax Exemption Request .....3**

**BEAR RIVER MENTAL HEALTH – Property Tax Exemption Request .....3**

**BOARD OF EQUALIZATION.....3**

**BUDGET HEARING – Public Hearing Set-November 23, 2010-6:00 p.m.-Tax Rate Increase and Budget Hearing .....3**

**BUDGET – Open 2010-Public Hearing- March 09, 2010-5:45 p.m.-Resolution No. 2010-13 - Adjustments to 20910 Budget .....3**

**CACHE COMMUNITY FOOD PANTRY – Property Tax Exemption Request.....3**

**CACHE EMPLOYMENT AND TRAINING CENTER – Property Tax Exemption Request .....4**

**CACHE HIGH LINE CANAL IMPROVEMENTS – NCRS.....5**

**CACHE VALLEY VISITOR’S BUREAU REPORT.....2**

**CANAL IMPROVEMENTS – NCRS/Cache High Line Canal Improvements .....5**

**CARL INOWAY SENIOR HOUSING CORPORATION – Property Tax Exemption Request.....4**

**CHILD ABUSE PREVENTION MONTH – Proclamation .....2**

**CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS – Property Tax Exemption Request .....4**

**COUNCIL MEETING – Joint Council Meeting with Logan City Council – March 30, 2010 .....5**

**COUNTYWIDE LIBRARY – Ballot question.....6**

**EMPLOYEE OF THE MONTH – Kunz, Thad .....2**

**ENGLISH LANGUAGE CENTER – Property Tax Exemption Request.....4**

**ENVISION CACHE VALLEY UPDATE .....5**

**FIRST PRESBYTERIAN CHURCH– Property Tax Exemption Request.....4**

**HOLY CROSS LUTHERAN CHURCH – Property Tax Exemption Request.....4**

**KUNZ, THAD – Employee of the Month .....2**

**LIBRARY – Countywide-Ballot question .....6**

**LOGAN CITY COUNCIL – Joint Council Meeting with-March 30, 2010 .....5**

**LOGAN LIGHTHOUSE MINISTRY – Property Tax Exemption Request .....4**

**NCRS/CACHE HIGH LINE CANAL IMPROVEMENTS.....5**

**NORTH AMERICAN WEATHER CONSULTANTS REPORT.....2**

**OPTIONS FOR INDEPENDENCE – Property Tax Exemption Request.....4**

**PROCLAMATION –Child Abuse Prevention Month .....2**

**PROPERTY TAX EXEMPTION REQUEST – Bear River Head Start.....3**

**PROPERTY TAX EXEMPTION REQUEST – Bear River Mental Health .....3**

**PROPERTY TAX EXEMPTION REQUEST – Cache Community Food Pantry.....3**

**PROPERTY TAX EXEMPTION REQUEST – Cache Employment and Training Center .....4**

**PROPERTY TAX EXEMPTION REQUEST – Carl Inoway Senior Housing Corporation.....4**

PROPERTY TAX EXEMPTION REQUEST – Church of Jesus Christ of Latter-day Saints .....	4
PROPERTY TAX EXEMPTION REQUEST – English Language Center of Cache Valley, Inc. ....	4
PROPERTY TAX EXEMPTION REQUEST – First Presbyterian Church.....	4
PROPERTY TAX EXEMPTION REQUEST – Holy Cross Lutheran Church.....	4
PROPERTY TAX EXEMPTION REQUEST – Logan Lighthouse Ministry .....	4
PROPERTY TAX EXEMPTION REQUEST – Options for Independence .....	4
PROPERTY TAX EXEMPTION REQUEST – Providence Place Housing Corporation.....	4
PROPERTY TAX EXEMPTION REQUEST – Roman Catholic Church .....	4
PROPERTY TAX EXEMPTION REQUEST – Somebody’s Attic .....	4
PROPERTY TAX EXEMPTION REQUEST – Sunshine Terrace Foundation, Inc. ....	4
PROPERTY TAX EXEMPTION REQUEST – Thomas Edison Charter School (north campus) .....	4
PROPERTY TAX EXEMPTION REQUEST – Trapper Trails Council, BSA.....	4
PROPERTY TAX EXEMPTION REQUEST – USU Research Foundation.....	4
PROPERTY TAX HARDSHIP REQUEST .....	5
PROVIDENCE PLACE HOUSING CORPORATION – Property Tax Exemption Request.....	4
PUBLIC HEARING – March 09, 2010-5:45 p.m.-Open 2010 Budget .....	3
PUBLIC HEARING SET – November 23, 2010-6:00 p.m.-Tax Rate Increase and Budget Hearing.....	3
RAC – Buttars, Craig “W”.....	6
RAPZ/RESTAURANT TAX APPLICATIONS .....	2
RAPZ/RESTAURANT TAX PLAQUES .....	6
RESOLUTION NO. 2010-10 – A Resolution Approving the Creation of an Agriculture Protection Area – Boyd W & Sheri J Schiess .....	4
RESOLUTION NO. 2010-13 – Adjustments to 2010 Budget .....	3
ROAD – UDOT SR-30-Public Meeting .....	2
ROADS – Proposed Amendments to the Cache County Road Standards .....	4
ROMAN CATHOLIC CHURCH – Property Tax Exemption Request.....	4
SCHIESS, BOYD W & SHERI J – Resolution No. 2010-10-A Resolution Approving the Creation of an Agriculture Protection Area .....	4
SOMEBODY’S ATTIC – Property Tax Exemption Request.....	4
SUNSHINE TERRACE FOUNDATION, INC. – Property Tax Exemption Request .....	4
TAX RATE INCREASE AND BUDGET HEARING – Public Hearing Set-November 23, 2010-6:00 p.m.....	3
THOMAS EDISON CHARTER SCHOOL (NORTH CAMPUS) – Property Tax Exemption Request.....	4
TRAPPER TRAILS COUNCIL, BSA – Property Tax Exemption Request .....	4
UDOT SR-30 PUBLIC MEETING .....	2
USU RESEARCH FOUNDATION – Property Tax Exemption Request .....	4
VISITOR’S BUREAU REPORT – Cache Valley.....	2
WARRANTS – 01-14-2010 to 01-21-2010 & 02-19-2010 to 02-26-2010 .....	1

**CACHE COUNTY COUNCIL MEETING**  
**March 09, 2010**

The Cache County Council convened in a regular session on March 09, 2010 at 5:00 p.m. in the Cache County Council Chamber at 199 North Main, Logan, Utah.

**ATTENDANCE:**

**Chairman:** Gordon Zilles  
**Vice Chairman:** Jon White  
**Council Members:** Craig W Buttars, Brian Chambers, H. Craig Petersen & Kathy Robison. **Cory Yeates absent.**  
**County Executive:** M. Lynn Lemon  
**County Clerk:** Jill N. Zollinger  
**County Attorney:** James Swink

**The following individuals were also in attendance:** Heather Allred, Bob Fotheringham, Ray Checketts, Dave Earley, Clair Ellis, Alyssa Hamilton, Jon Hardman, Julie Hollist, Sharon L Hoth, Lieutenant Chad Jensen, Karin Kunz, Thad Kunz, Attorney Don Linton, Jon Meikle, Zan Murray, David Nielsen, Mark Oakey, Pat Parker, Annette Petersen, Clair Petersen, Maria Petersen, Ryan Petersen, Wendy Petersen, Shawn Platt, Director Josh Runhaar, Logan Simmons, Bronson Smart, Jim Smith, Glen Thornley, **Media:** Charles Geraci (Herald Journal), Jennie Christensen, (KVNU), Jeremy Threlfall (KUTA-TV).

**OPENING REMARKS AND PLEDGE OF ALLEGIANCE**

Vice Chairman White gave the opening remarks and led those present in the Pledge of Allegiance.

**REVIEW AND APPROVAL OF AGENDA**

Items 6 c and 6d were removed from the agenda

**ACTION:** Motion by Council member Petersen to approve the agenda with Items 6c – *Children’s Victim Special Report* and 6d – *VAWA Grant Report* removed White seconded the motion. The vote was unanimous, 6-0. Yeates absent.

**REVIEW AND APPROVAL OF MINUTES**

**ACTION:** Motion by Council member Robison to approve the minutes of the February 23, 2010 Council Meeting as written. Buttars 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 01-14-2010 to 01-21-2010 and 02-19-2010 to 02-25-2010 were given to the clerk for filing.

**OTHER ITEMS**

- ❑ **UDOT SR-30 Public Meeting** – Executive Lemon reminded those present of the public meeting concerning SR 30 to be held on Thursday, March 11, 2010 from 4:00 to 7:00 p.m. at BATC. Enter at the south door.
- ❑ **North American Weather Consultants Report** – Executive Lemon reported that the snow water content for February was 60% of normal and precipitation was 67% of normal.
- ❑ **RAPZ/Restaurant Tax Applications** have been received. There were eighty-six applications totaling over \$4,700,000.00. Lemon noted that there is only about \$1,600,000.00 available. The RAPZ/Restaurant Tax Committee will meet on March 22, 2010 and have a recommendation to the Council by April 13, 2010.

**ITEMS OF SPECIAL INTEREST**

- **Employee of the Month** was presented to Thad Kunz of the Sheriff's Office by Jim Smith.
- **Proclamation – Child Abuse Prevention Month** – Sheriff Lynn Nelson gave the report for the Child and Family Support Center and shared a DVD from the Center with those present. Nelson also urged the Council to attend the kick-off activity on April 1, 2010 at noon at the Historic Cache County Courthouse, the various activities during the month of April and the April 16, 2010 fundraiser dinner and auction at the Copper Mill restaurant.

Council member Robison read the proclamation.

Sheriff Nelson thanked Council member Robison for her service on the Board.

**(Attachment 1)**

**ACTION: Motion by Council member Robison to approve the Proclamation proclaiming the month of April as Child Abuse Prevention Month. Buttars seconded the motion. The vote was unanimous, 6-0. Yeates absent.**

- **Cache Valley Visitor's Bureau Report – Julie Hollist** updated the Council on the status of the Visitor's Bureau stating that the Bureau has already received 3,814 requests for information which is three times more than those received by the same time last year. The report from the Governor's Office of Planning and Budget indicates that travelers spent \$172.6 million in Cache County in 2008 which represents about 2,721 jobs in tourism in Cache Valley. There was \$16.4 million in tax revenue received in 2008 from tourism. The Visitors Bureau has received \$38,582.00 in grants from the Utah Office of Tourism and Cache County will host the May 12 through 14, 2010 State Tourism Conference.

Vice Chairman White asked what the "draw" is for tourists? What do they want information about? Hollist replied the setting of Cache Valley is one of the reasons – a city with nearby outdoor recreation of all kinds. Tourists come

Cache County Council  
03-09-2010

because of the arts – Utah Festival Opera, specifically. The American West Heritage Center, the Cruise-In, races and marathons are all big draws.

**Council member Buttars left the meeting.**

**PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS**

**PUBLIC HEARING SET: NOVEMBER 23, 2010 – 6:00 P.M. – Tax Rate Increase and Budget Hearing**

**ACTION: Motion by Vice Chairman White to set a Public Hearing for November 23, 2010 at 6:00 p.m. – Tax Rate Increase and Budget Hearing. Robison seconded the motion. The vote was unanimous, 5-0. Buttars & Yeates absent.**

**Council member Buttars returned to the meeting.**

**PUBLIC HEARING: MARCH 09, 2010 – 5:45 P.M. - Open 2010 Budget** – Executive Lemon reviewed the adjustments to the 2010 budget. *(See Attachment 2 to Resolution No. 2010-13-Adjustments to 2010 Budget for details.)*

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

**ACTION: Motion by Vice Chairman White to close the Public Hearing – March 09, 2010 – 5:45 p.m.-Open 2010 Budget. Buttars seconded the motion. The vote was unanimous, 6-0. Yeates absent.**

**INITIAL PROPOSAL FOR CONSIDERATION**

- **Resolution No. 2010-13 – Adjustments to 2010 Budget**

(Attachment 2)

**ACTION: Motion by Council member Buttars to waive the rules and approve Resolution No. 2010-13-Adjustments to 2010 Budget. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.**

**PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS**

**ACTION: Motion by Council member Chambers to convene as a Board of Equalization. Robison 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**  
Bear River Head Start  
Bear River Mental Health Services  
Cache Community Food Pantry

Cache Employment and Training Center  
Carl Inoway Senior Housing Corporation  
Church of Jesus Christ of Latter-day Saints  
English Language Center of Cache Valley, Inc.  
First Presbyterian Church  
Holy Cross Lutheran Church  
Logan Lighthouse Ministry  
Options for Independence  
Providence Place Housing Corporation  
Roman Catholic Church  
Somebody's Attic  
Sunshine Terrace Foundation, Inc.  
Thomas Edison Charter School (north campus)  
Trapper Trails Council, BSA  
USU Research Foundation

**ACTION: Motion by Council member Buttars to approve the Tax Exemption Requests. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.**

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

**THE COUNCIL ADJOURNED FROM THE BOARD OF EQUALIZATION.**

**PENDING ACTION**

- Resolution No. 2010-10 – A Resolution Approving the Creation of an Agriculture Protection Area – Boyd W & Sheri J Schiess** – Attorney Swink indicated the parties (Schiess & Petersen) met and the signed agreement was before the Council.

**(Attachment 3)**

**ACTION: Motion by Council member Petersen to approve Resolution No. 2010-10 – A Resolution Approving the Creation of an Agriculture Protection Area – Boyd W & Sheri J Schiess. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.**

- Discussion - Proposed Amendments to the Cache County Road Standards**  
Director Runhaar reviewed the proposed amendments.

**Attorney Swink left the meeting and was replaced by Attorney Linton.**

Director Runhaar said he hopes to have possible development request scenarios under the proposed amendments available for the Council's review at the April 27, 2010 Council meeting.

Chairman Zilles asked about the status of the clustering ordinance.

Director Runhaar replied his office should have a draft clustering ordinance by the end of this week.

- **Discussion – NCRS/Cache High Line Canal Improvements** – Bob Fotheringham explained that the canal company applied to the NCRS Emergency Watershed Protection Program for a loan to repair the canal that was damaged by the landslide and observed that the Council members had copies of the draft cooperative agreement and a map showing the proposed canal route. Fotheringham called the Council's attention to page 4 of the agreement where the total cost of the project is listed as \$25,800,000.00 with the county required cost share of about \$6,450,000.00. The canal companies will pay about 60% of the \$6,450,000.00 and cities/communities will pay 40% of it. A government entity must be the sponsor of the project and that is why Cache County is being asked to sponsor it. The cooperative agreement must be signed within 60 days of February 17, 2010 (the date the money was placed in an account); however, no money will be expended until the project actually begins.

Bronson Smart, State Conservation Engineer for NCRS and also the Emergency Watershed Protection Program Manager, commented that the Council is free to contact Washington and Sevier Counties regarding his work with them and reiterated that no money will be expended until the project starts.

Chairman Zilles thanked Fotheringham and Smart and stated the County Attorney will review the draft cooperative agreement.

Because of the short time frame, Executive Lemon said that the Council may pass a resolution authorizing the Executive to sign the agreement or the project and agreement will have to be on the agenda for a Council meeting prior to April 17, 2010.

(Attachment 4)

#### **INITIAL PROPOSAL FOR CONSIDERATION**

- **Motion – Approving/Disapproving Property Tax Hardship Request** – Details are on file in the office of the Cache County Auditor.

**ACTION: Motion by Council member Robison to approve the property tax hardship request. Buttars seconded the motion. The vote was unanimous, 6-0. Yeates absent.**

- **Envision Cache Valley Update** – Director Runhaar distributed copies of the Envision Cache Valley Final Report & Toolkit and urged Council members to read it and be ready to discuss it in a month or two.

#### **OTHER BUSINESS**

- ✓ **Joint Council Meeting with Logan City Council** - Chairman Zilles noted there will be a Joint Council Meeting on March 30, 2010 at 5:30 p.m. and Logan City will be the host in the Logan City Hall Conference Room, 290 North 100 West,



Logan, Utah, and asked for recommendations for agenda items. Current agenda items listed by Logan City are:

Envision Cache Valley  
Countywide Library Ballot Question  
Volunteer Center

The Council added the Highline Canal proposed project as an agenda item.

### **COUNCIL MEMBER REPORTS**

**Craig "W" Buttars** said he has never been contacted about the RAC and asked about the status of the meetings, etc. Executive Lemon said he will find out about it and let Buttars know.

**Kathy Robison** asked who was to be in charge of seeing that the plaques noting RAPZ/Restaurant Tax funding were produced and distributed and how will the plaques be paid for? Executive Lemon said there was money available and Cameron Jensen will be in charge of having the plaques made, etc.

Robison also reported that the Countywide Library Committee met concerning possible language for the Library question to be placed on the ballot. Robison and Council member Petersen said that in question is the actual language of the question, the proposed question and the impact on each city or community. Each city will be impacted differently so Council member Petersen said there may be two or three possible impact statements – cities/communities with no libraries and those with libraries, etc.

### **ADJOURNMENT**

The Council meeting adjourned at 7:47 p.m.

---

**ATTEST:** Jill N. Zollinger  
County Clerk

---

**APPROVAL:** Gordon A. Zilles  
Chairman

CACHE COUNTY  
CORPORATION

M. LYNN LEMON  
COUNTY EXECUTIVE/SURVEYOR

199 N. MAIN  
LOGAN, UTAH 84321  
TEL 435-755-1850  
FAX 435-755-1981

COUNTY COUNCIL  
CORY YEATES  
H. CRAIG PETERSEN  
KATHY ROBINSON  
BRIAN CHAMBERS  
GORDON A. ZILLES  
CRAIG "W" BUTTARS  
JON WHITE

PROCLAMATION

Whereas, Cache County's greatest asset is our children. All children deserve to grow up in a safe and nurturing environment to assure they reach their full potential.

Whereas, child abuse is a serious and growing problem affecting over 3 million of our nation's children annually, and

Whereas, all citizens of Cache County should become more aware of child abuse and its prevention within their respective communities and to actively encourage and support parents to raise their children in a safe nurturing environment, and

Whereas, decreasing the occurrence of child abuse relies upon the efforts of each of us, in order to make a positive, substantial effect on the children of today who will grow to be the leaders of tomorrow.

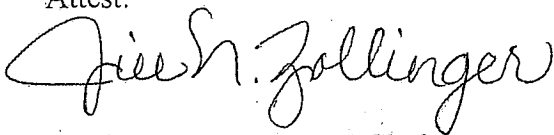
NOW THEREFORE, in recognition of all of our children in Cache County, be it resolved that the Cache County Council and the Cache County Executive, County of Cache, State of Utah, hereby proclaims the month of April, 2010 as

CHILD ABUSE PREVENTION MONTH

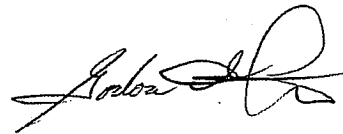
and calls upon all citizens to become aware of the impact of child abuse and to join in working for its prevention within our communities.

In witness thereof, as Chairman of the County Council and County Executive, we have hereunto set out hand this 9<sup>th</sup> day of March 2010.

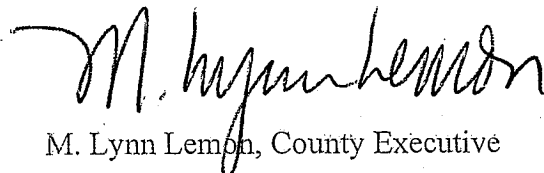
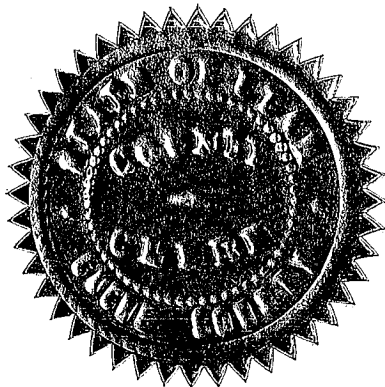
Attest:



Jill N. Zollinger, County Clerk



Gordon A. Zilles, Council Chairman



M. Lynn Lemon, County Executive

RESOLUTION NO. 2010- 13

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 2010 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 2010 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.

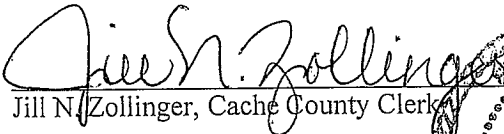
Section 3.

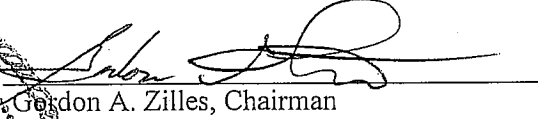
This resolution shall take effect immediately upon adoption and the County Auditor and other county officials are authorized and directed to act accordingly.

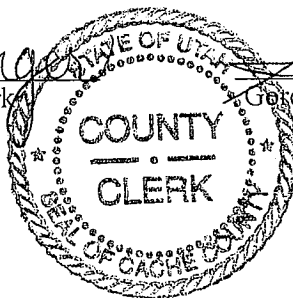
This resolution was duly adopted by the Cache County Council on the 9th day of March, 2010.

ATTESTED TO:

CACHE COUNTY COUNCIL

  
Jill N. Zollinger, Cache County Clerk

  
Gordon A. Zilles, Chairman



Resolution #2010-  
Hearing: MARCH 9, 2010 6pm

FUND 10 GENERAL FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
103310000	FED GRANT - FIRE ACT GRANT	-		(312,000)	(312,000)	Regional Grant for Radio Equip Fire Act Grant
103315000	FED GRANT - ARRA EECBG	-		(248,900)	(248,900)	ARRA ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT
103315100	FED GRANT - ARRA VAWA RECOVERY ACT	-		(61,273)	(61,273)	VAWA Recovery Act Award -Investigator
103427000	St. Forestry Fire Contract	-		(17,700)	(17,700)	44480; Temp Help 16793
103890000	APPROP SURPLUS	(503,160)		(81,413)	(584,573)	Fire Warden Salary -ST UT Nat Res to offset Purchase Orders carryover
	Totals			(721,286)		
	Net Adjustment				(721,286)	

FUND 10 GENERAL FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
104135740	GIS -CAPITALIZED EQUIPMENT	-	6,168		6,168	PO# 21908
104141251	Auditor - NON-CAPITALIZED EQUIPMENT	1,000	494		1,494	PO# 21835
104149120	VAWA - temp employees	-	55,146		55,146	VAWA Recovery Act Investigator & Intern
104149130	VAWA - benefits	27,695	6,127		33,822	VAWA Recovery Act Investigator & Intern
104170200	Election -MATERIAL SUPPLIES & SERVICES	89,000	3,350		92,350	PO# 21904
104210110	SALARY	1,707,178	-	(45,600)	1,661,578	Reassignment adjustments
104210120	TEMPORARY EMPLOYEES	49,648	1,200		50,848	Reassignment adjustments
104210130	EMPLOYEE BENEFITS	970,324	-	(42,800)	927,524	Reassignment adjustments
104210480	Sheriff - SPECIAL DEPT SUPPLIES	47,478	7,449		54,927	PO# 21917
104211110	SALARY	934,801	2,700		937,501	Reassignment adjustments
104211120	TEMPORARY EMPLOYEES	143,237	3,400		146,637	Reassignment adjustments
104211130	EMPLOYEE BENEFITS	476,086	12,700		488,786	Reassignment adjustments
104220110	SALARY	141,006	19,800		160,806	C Pettigrew in Fire Dept not EM Mgt
104220130	EMPLOYEE BENEFITS	64,762	6,000		70,762	C Pettigrew in Fire Dept not EM Mgt
104220990	Fire - Contrib to other units	-	312,000		312,000	FIRE ACT GRANT
104230110	SALARY	2,827,432	-	(3,800)	2,823,632	Reassignment adjustments
104230120	TEMPORARY EMPLOYEES	30,125	600		30,725	Reassignment adjustments

**FUND 10 GENERAL FUND EXPENDITURES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
104230130	EMPLOYEE BENEFITS	1,618,414	8,800	-	1,627,214	Reassignment adjustments
104255110	SALARY	74,680	23,000	-	97,680	Reassignment adjustments
104255130	EMPLOYEE BENEFITS	35,690	14,000	-	49,690	Reassignment adjustments
104230251	Jail - NON-CAPITALIZED EQUIPMENT	30,000	1,270	-	31,270	PO# 21887
104230720	Jail - building improvements	107,260	248,900	-	356,160	ARRA funds for energy efficiency grant
104230740	Jail - CAPITALIZED EQUIPMENT	-	15,763	-	15,763	PO# 21920
104511720	Fairgrounds - BUILDINGS	-	28,673	-	28,673	PO# 21591
104511730	Fairgrounds - IMPROVEMENTS	-	9,533	-	9,533	PO# 21635
104511740	Fairgrounds - CAPITALIZED EQUIPMENT	-	15,949	-	15,949	PO# 21863
104630586	WEATHER MODIFICATION	50,000	4,464	-	54,464	PO# 21859
104960600	SUNDRY EXPENSE	150,350	6,000	-	156,350	PO# 21928
	Totals		813,486	(92,200)		
	Net Adjustment				721,286	

**FUND 15 ASSESSING & COLLECTING FUND EXPENDITURES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
154800900	CONTRIBUTION TO STATEWIDE A&C -CAMA	-	62,705	-	62,705	CAMA program assessment
154800990	CONTRIBUTION TO A&C FUND RESERVE	282,218	-	(62,705)	219,513	reduce for CAMA program
	Totals		62,705	(62,705)		
	Net Adjustment					

**FUND 20 MUNICIPAL SERVICES FUND REVENUES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
203890000	APPROP SURPLUS - Class B	(1,342,476)	-	(141,819)	(1,484,295)	TO FINALIZE FOREST SERV PROJ
203892000	APPROP SURPLUS - MSF	-	-	(1,000)	(1,000)	TO PAY FOR LIBRARY CARDS
	Totals		-	(142,819)		
	Net Adjustment				(142,819)	

**FUND 20 MUNICIPAL SERVICES FUND EXPENDITURES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
204415310	PROF & TECH -ENGINEER. & ADMIN	20,000	4,000		24,000	PO# 21831
204415410	ROAD MAINTENANCE	952,500	14,918		967,418	PO# 21792
204415765	NEW ROAD CONST-FOREST SERVICE	-	28,652		28,652	PO# 21864
204415765	NEW ROAD CONST-FOREST SERVICE	-	41,133		41,133	PO# 21869
204415765	NEW ROAD CONST-FOREST SERVICE	-	24,289		24,289	PO# 21871
204415765	NEW ROAD CONST-FOREST SERVICE	-	28,827		28,827	PO# 21914
204581620	LIBRARY - MISC SERV	-	1,000		1,000	FOR LIBRARY CARDS
	Totals		142,819		142,819	
	Net Adjustment					

**FUND 24 COUNCIL ON AGING FUND REVENUES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
243876000	CONTRIB - LOCAL PRIVATE	0		(2,000)	(2,000)	CONTRIB FROM PRIVATE PATRONS
	Totals			(2,000)	(2,000)	
	Net Adjustment					

**FUND 24 COUNCIL ON AGING FUND EXPENDITURES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
243876000	CONTRIB - LOCAL PRIVATE	0	2,000		2,000	CONTRIB FROM PRIVATE PATRONS
	Totals		2,000		2,000	
	Net Adjustment					

**FUND 26 RESTAURANT TAX FUND REVENUES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
263890000	APPROP SURPLUS	-		(804,480)	-804,480	TO FUND PRIOR YR AWARDS
	Totals			(804,480)	(804,480)	
	Net Adjustment					

**FUND 26 RESTAURANT TAX FUND EXPENDITURES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
264780620	MISC SERVICES	940000	804,480		1,744,480	PO# multiple
Totals			804,480	-	804,480	
Net Adjustment						

**FUND 27 COUNTY WIDE PLANNING & DEVELOPMENT FUND REVENUES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
273893000	APPROP SURPLUS - RAPZ/RESTAURANT	(72,723)		(25,000)	(97,723)	FOR TRAILS COORDINATOR & EXP
Totals			-	(25,000)	(25,000)	
Net Adjustment						

**FUND 27 COUNTY WIDE PLANNING & DEVELOPMENT FUND EXPENDITURES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
274181120	TEMP EMPLOYEES	1,500	10,000		11,500	FOR TRAILS COORDINATOR
274181130	EMPLOYEE BENEFITS	26,865	1,000		27,865	FOR TRAILS COORDINATOR
274181486	TRAILS COORDINATOR EXPENSES	-	14,000		14,000	FOR TRAILS EXPENSES
Totals			25,000	-	25,000	
Net Adjustment						

**FUND 46 ROAD FUND REVENUES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
463890000	APPROP SURPLUS	-		(1,459,158)	(1,459,158)	APPROP FOR ROAD PROJECTS
Totals			-	(1,459,158)	(1,459,158)	
Net Adjustment						

**FUND 46 ROAD FUND EXPENDITURES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
464420760	IMPROVEMENTS -		125,251		125,251	NO LOGAN ROAD PROJECT
464420760	NEW ROAD CONSTRUCTION	2,500,000	1,333,907		3,833,907	PO# 21759 PROVIDENCE PROJ
	Totals		1,459,158		1,459,158	
	Net Adjustment					

**FUND 62 RAPZ TAX FUND REVENUES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
623870000	APPROP SURPLUS			(324,653)	(324,653)	APPROP FOR PRIOR YR AWARDS
	Totals			(324,653)	(324,653)	
	Net Adjustment					

**FUND 62 RAPZ TAX FUND EXPENDITURES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
624780482	RAPZ ALLOCATIONS - PROJECTS	801,543	324,653		1,126,196	PO# multiple
	Totals		324,653		324,653	
	Net Adjustment					

**FUND 74 AMBULANCE FUND REVENUES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
743870000	APPROPRIATED SURPLUS	(7,676)		(1,882)	(9,558)	APPROP FOR PR YR P.O.s
	Totals			(1,882)	(1,882)	
	Net Adjustment					



**FUND 74 AMBULANCE FUND EXPENDITURES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
744262480	SPECIAL DEPT SUPPLIES	7,760	1,882	-	9,642	PO# 21900
	Totals		1,882		1,882	
	Net Adjustment					

**FUND 77 AIRPORT FUND REVENUES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
773870000	APPROP SURPLUS	(56,200)	-	(152,981)	(209,181)	APPROP FOR ONGOING GRANT PROG
	Totals			(152,981)	(152,981)	
	Net Adjustment					

**FUND 77 AIRPORT FUND EXPENDITURES**

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
774460310	PROF & TECH -MASTERPLAN AIP	1,500	29,257		30,757	PO# 21733
774460310	PROF & TECH -MASTERPLAN AIP	30,757	19,064		49,821	PO# 21734
774460739	GRANT PROJECTS	618,200	48,110		666,310	PO# 21857
774460739	GRANT PROJECTS	666,310	56,550		722,860	PO# 21858
	Totals		152,981		152,981	
	Net Adjustment					

RESOLUTION NO. 2010-10

A RESOLUTION APPROVING THE CREATION OF AN AGRICULTURE PROTECTION AREA.

The Cache County Council of Cache County, Utah, in a regular meeting, lawful notice of which as been given, finds that the legal requirements for the creation of an agriculture protection area have been met; and, therefore, that the proposal filed by Boyd W. and Sheri J. Schiess should be approved.

THEREFORE, the Cache County Council hereby adopts the following resolution:

BE IT RESOLVED that:

The proposal filed with Cache County by Boyd W. and Sheri J. Schiess on December 9, 2009 to create an agriculture protection area on 8.24 acres of real property located at:

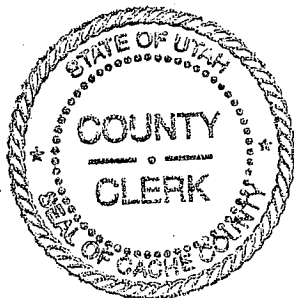
See "EXHIBIT A" Attached Hereto and Made a Part Hereof.


is hereby approved.

This resolution shall become effective immediately upon adoption


DATED this 9th Day of March, 2010 .

CACHE COUNTY COUNCIL



By:   
Gordon A. Zilles, Chairman

ATTEST TO:

  
Jill N. Zollinger, Cache County Clerk

"EXHIBIT A"

Parcel: 03-047-0013

BEG S 264 FT & E 303 FT FROM W/4 COR OF SE/4 SEC 28 T 11N R 1E N 165 FT WLY N  
86\*31' W 13.30 FT N 78\*30' W 54.15 FT N 68\*34'30" W 287.4 FT N 78\*32' W 61.30 FT S  
88\*37' W 333.70 FT S 569.5 FT E 658.3 FT N 276.7 FT E 72 FT TO BEG CONT 8.47 AC  
LESS: PARCEL DEDICATED TO NIBLEY CITY FOR 4000 SOUTH ST BY PLAT OF SCHIESS SUBD  
(2008-2375) CONT 0.23 AC NET 8.24 AC

## PROPERTY AGREEMENT

This Property Agreement ("Agreement") is made this 5 day of March, 2010 (the "Effective Date"), by and between Boyd W. and Sherri J. Schiess (collectively, "Schiess") and H. Clair and Maria E. Petersen (collectively, "Petersen").

### RECITALS

Schiess is the owner of approximately 8.24 acres of land located in Cache County, which is shown on Exhibit A ("Schiess Property"); Petersen is the owner of approximately 120.18 acres of land located in Cache County adjacent to the Schiess Property, which is shown on Exhibit A ("Petersen Property").

Petersen submitted a petition for the annexation of the Petersen Property and the Schiess Property into Nibley City which was accepted by Nibley City on February 18, 2010 ("Annexation Petition"). The Schiess Property was included in the petition to avoid creating an island of county land surrounded by Nibley City land.

In consideration of the mutual covenants and conditions contained herein and the amount of Ten Dollars (\$10.00) to be paid by Petersen to Schiess, the sufficiency of which is acknowledged, the parties agree as follows:

1. Petersen Annexation. As of the Effective Date of this Agreement, Schiess agrees to make no objection to the Petersen Annexation Petition that was accepted by Nibley City on February 18, 2010. This Agreement shall not require Schiess to sign any future annexation petition that includes the Schiess Property and the Petersen Property.

2. Term. This Agreement will expire on the date the Annexation Petition receives final approval by Nibley City, or the date the Annexation Petition is denied by Nibley City.

3. Miscellaneous. This Agreement will bind Schiess and Petersen and their successors and assigns. Schiess and Petersen acknowledge that no other person or entity is required to sign this Agreement in order to bind the owners of the Schiess Property and the owners of the Petersen Property, respectively, to this Agreement. This Agreement may be executed in counterpart originals, each of which when executed and delivered will be considered an original, and when taken together shall constitute one instrument. Executed originals (or counterpart originals) of this Agreement may be delivered by facsimile transmission, which facsimile transmission copies shall be deemed originals.

[Remainder of Page Left Intentionally Blank; Signatures on Following Pages]

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

SCHIESS:

By: Boyd W. Schiess  
Boyd W. Schiess

By: Sherri J. Schiess  
Sherri J. Schiess  
(SP)

PETERSEN:

By: H. Clair Petersen  
H. Clair Petersen

By: Maria E. Petersen  
Maria E. Petersen

Agreement Number: 68-8D43-10-14  
Fund Code: 10 15F49  
Amount: \$19,350,000.00  
Expiration Date: 9/24/2010

**COOPERATIVE AGREEMENT  
68-8D43-10-14**

between the

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**

and

**CACHE COUNTY, UTAH (County)**

**TITLE: Financial Assistance for Logan Canal (or Cache County?) Emergency  
Watershed Protection Project – Cache County, Utah**

**I. AUTHORITY**

A. Code of Federal Regulations, Title 7, Agriculture, Part 624-Emergency Watershed Protection (EWP), paragraph 624.8(c) authorizes NRCS to enter into a cooperative agreement with a sponsor.

B. For purposes of this agreement, "sponsor" refers to the County and is defined in 7 CFR 624.4(g) as: "Project sponsor means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in Section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with a legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required."

C. The principle role of NRCS in this project is to oversee the financial assistance support provided by NRCS to the County. As the project sponsor, the County is responsible for all aspects of the project including the design, specifications, construction, inspection, and ongoing operation and maintenance of the project once completed.

**II. PURPOSE**

A. On July 11, 2009 a landslide occurred that caused loss of life, property damage, and damage to the Logan Northern Canal System. The Logan Northern Canal System delivers irrigation water to over 7,000 acres of agricultural land and communities in Cache County. The purpose of this agreement is to establish the terms,

conditions, and responsibilities of both parties in the planning, design, and implementation of a safe functioning project that restores the Logan Northern Canal System to its end function: delivery of irrigation water to end users.

B. This agreement #68-8D43-10-14, is the second of two agreements awarded for the Cache County EWP Project. The first agreement, # 68-8D43-10-13, encompasses the design and specifications, construction administration, inspection services, etc.

C. This second agreement (68-8D43-10-14) describes the terms and conditions governing the NRCS funding (up to 75 percent of allowable costs within the established threshold) for the actual *construction phase* of the project. The terms of the second agreement require the County to contribute a minimum 25 percent cost-share of total project on-the-ground construction costs, comprised of cash and/or the value of in-kind labor, materials, and/or equipment. To simplify financial accounting for differing cost-share requirements of technical and construction activities, NRCS determined the award of two agreements was the most efficient approach.

### III. BENEFITS

Relocation of the Logan Canal will restore delivery of irrigation water to over 7,000 acres of agricultural land and communities in Cache County, directly benefitting residents of the area and beyond by successful production of agricultural crops.

### IV. ATTACHMENTS TO AGREEMENT

The following attachments are incorporated into the agreement:

Attachment A: NRCS Damage Survey Report

Attachment B: Pre-Design Report

Attachment C: The following Standard Forms submitted by the City:

SF 424 – Application for Federal Assistance

SF 424C Budget Information – Construction Programs

SF 424D Assurances – Construction Programs

Attachment D: Special Provisions for Grants and Cooperative Agreements

Attachment E: NRCS Supplement to OSHA Parts 1910 and 1926

Attachment F: Quarterly Accrual Report format

### V. TERM OF THE AGREEMENT

This agreement is effective on the date of signature by the NRCS State Conservationist and continues in full force and effect through September 24, 2010. While EWP program requirements generally restrict NRCS from extending the term of the agreement, the County may submit to NRCS, 60 days prior to the expiration date, a request for time extension. Contact the NRCS Project Manager for additional information.

**VI. CONTACT INFORMATION**

<b>CACHE COUNTY</b>	<b>NRCS UTAH</b>
<b><u>Project Manager</u></b>	<b><u>Project Manager</u></b>
	<b>Bronson Smart</b>
	<b>NRCS Utah Environmental Engineer</b>
	<b>USDA Natural Resources Conservation Service</b>
	<b>125 South State Street, Room 4418</b>
	<b>Salt Lake City UT 84138-1100</b>
	<b>Phone: 801-524-4559</b>
	<b>Fax: 801-524-4403</b>
	<b>Email: bronson.smart@ut.usda.gov</b>
<b><u>Financial Contact</u></b>	<b><u>Administrative Contact</u></b>
	<b>Judy Ousley</b>
	<b>Grants and Agreements Specialist</b>
	<b>USDA Natural Resources Conservation Service</b>
	<b>125 South State Street, Room 4430</b>
	<b>Salt Lake City UT 84138-1100</b>
	<b>Phone: 801-524-4553</b>
	<b>Fax: 801-524-5059</b>
	<b>Email: judy.ousley@ut.usda.gov</b>

**VII. DELIVERABLES AND OBLIGATIONS**

**A. Cache County will:**

1. **Plan of Work** – Submit a preliminary Plan of Work for the project. Once the design and specifications are complete, the County will submit to the NRCS Project Manager and NRCS Administrative Contact (see “Contact” Section) a revised Financial Assistance (Construction) Plan of Work (POW) for the project. This will replace the preliminary plan of work initially submitted (Attachment B to this agreement) and will include the design, specifications, quality assurance plan, and operations and



maintenance plan developed under the technical assistance plan of work, # 68-8D43-10-13.

a. NRCS will review the revised Financial Assistance (Construction) POW and provide comments to the County. The County will review comments and incorporate changes, if necessary, into the Construction POW.

b. Once a final Financial Assistance (Construction) POW acceptable to both NRCS and the County is completed, an amendment to this agreement will be written incorporating the revised, final Financial Assistance POW into the agreement as an attachment.

**Development of the revised Financial Assistance (Construction) POW is the first task to be completed for this agreement. The County is cautioned to refrain from preceding with construction until NRCS issues an amendment incorporating the revised, final Construction POW into the agreement. REQUESTS FOR REIMBURSEMENT FOR THIS AGREEMENT SUBMITTED FOR WORK PERFORMED PRIOR TO THE AGREEMENT EFFECTIVE DATE WILL BE REFUSED BY NRCS.**

2. **Cost-share** - Contribute a minimum 25 percent of total allowable project construction costs in County funds and/or value of in-kind labor, materials, or equipment. The County will have a process in place to directly charge County construction costs dedicated to this project (salaries and benefits of County employees performing construction, use of County-owned equipment, etc.) and will have supporting documentation on file.

a. NRCS contribution will not exceed 75 percent of total allowable project construction costs up to a maximum of \$19,350,000.00. Estimated project cost is:

**NRCS (up to 75% and not to exceed): \$19,350,000.00**

**County required cost share (25%): 6,450,000.00**

**Total project cost: \$25,800,000.00**

b. Upon completion of the project, NRCS and the County will meet and, based on documentation presented, mutually determine the total construction project cost and the cost to each party.

c. Once the project is completed and all requests for reimbursement submitted, excess funding remaining in the agreement (over and above the NRCS commitment of up to 75% of actual costs and within the not-to-exceed amount) will be deobligated from the agreement.

d. The County is prohibited from using other Federal funding as a part of their cost-share requirement.

### 3. Pre-Construction

a. Notification Prior to beginning on-the-ground construction work, the County will contact the NRCS Project Manager to confirm that all requirements relative to the following items have been completed by the County and are acceptable to NRCS:

- (1) Project design, construction drawings, and specifications
- (2) Environmental compliance, including cultural resources
- (3) Federal, State, and local permits
- (4) Design report addressing items pertaining to: geology, geotechnical, structural, hydrology, hydraulics, and sedimentation
- (5) Real property rights – Form NRCS-ADS-78 and attorney's opinion – **NOTE: The ADS-78 and attorney's opinion must be submitted by the County and accepted by NRCS prior to start of construction.**
- (6) Project inspection plan
- (7) O&M plan completed and acceptable to NRCS
- (8) Inspection/Quality Assurance Plan completed

b. Pre-Construction Photos. The County will photograph the sites prior to implementation of construction. These photos will be included in the photo-documentation required in paragraph 7 of this section.

4. Safety - All contractors on NRCS assisted projects are required to perform their work in accordance with OSHA regulations, NRCS Supplement to OSHA Parts 1910 and 1926 (incorporated into the agreement as an attachment) and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The County is responsible for periodically checking to ensure the contractor is in compliance. The County will notify NRCS of all serious accidents and/or injuries that occur on the NRCS assisted project.

5. **Inspection, Quality Control and Assurance** - Perform all inspections and quality assurance/control of construction work and materials to verify that County employees or the County's construction contractor is performing work in accordance with plans, specifications, design, and contract clauses. Inspection 100 percent of the time is required when work is being performed through award of a contract by the County.

**Diligent oversight leading to successful completion of the project is the County's responsibility. Contracting with an engineering firm for inspection services does not relieve the County of the responsibility of diligent contract oversight to ensure inspections are being properly performed within the required timeframes.**

6. **Weekly Progress Reports** - Once a week, throughout the duration of construction activities, digital images documenting construction progress will be submitted to the NRCS Project Manager and NRCS Administrative Contact identified in the "Contact" section of the agreement. **Photos will be accompanied by a narrative progress report documenting construction progress during the week.** Submission via e-mail is acceptable.

7. **Digital Photographic Diary of Construction Activities** -

a. Upon completion of the project, the County will provide photographs in digital format (.jpeg) on a CD to both the NRCS Project Manager and Administrative Contact. The photographic documentation should be a complete diary of activities from preconstruction through final inspection.

b. A set of final photos should be made of all completed project sites and should be taken from similar vantage points as the original pre-construction photos. Photos should be taken daily of construction activities and should show construction methods, subsurface materials encountered, construction problems as well as problem solutions, and any damages incurred during construction either natural or manmade.

8. **Site Visits** - The County acknowledges that NRCS representatives will conduct random site visits to the construction site. The purpose of the visits will be to observe construction activities to ensure they are in compliance with Federal laws and regulations and the terms of the agreement. **It is important to note that these are site visits only and not inspections. If NRCS observes problematic practices during a site visit, the County will be notified and expected to immediately address and resolve the concern. Failure of the County to act may result in termination of the agreement. The County is responsible for managing their contracts and NRCS expects that scheduled and random site visits to the construction site(s) will be made by County officials.**

9. **Notification of Significant Events** - Events may occur that have significant impact upon the project. In such cases, the County must inform the NRCS

Project Manager either (1) verbally, if the issue is time-sensitive, with a written notice documenting the conversation submitted to NRCS within 24 hours of occurrence; or (2) if the issue is not time-sensitive, in writing, as soon as the following types of conditions become known:

a. Problems, delays, or adverse conditions that will materially impair the County's ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

b. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

10. **Inspection for Final Acceptance** - A final inspection will be scheduled by the County when all construction has been completed, the County's Architect/Engineer has accomplished his/her final inspection and all deficiencies have been corrected. The project must be complete and functional before the final inspection is performed. The final inspection will be made by representatives of the County, the Architect/Engineer and the contractor(s). The NRCS Project Manager (see "Contact" Section) must be given advance notice of the final inspection date so that an NRCS representative may participate, at the option of NRCS.

11. **As-built Drawings** - Submit two copies of the final as-built drawings to the NRCS Project Manager. **The as-built drawings will have the seal of the licensed professional engineer responsible for construction oversight along with a statement signed by the responsible licensed professional engineer certifying: "To the best of my professional knowledge, judgment, and belief this practice is installed in accordance with the plans and specifications and meets NRCS standards."**

12. **Perform all construction in compliance with:**

a. NRCS standards and specifications.

b. All required local, State, and Federal permits. The County is solely responsible for obtaining all permits.

c. All terms and conditions herein whether included in full text or by reference. Section VIII, Provisions and Regulations, of the agreement lists applicable regulations. Links to regulations are located at the following website: [http://www.ut.nrcs.usda.gov/technical/grants\\_agreements.html](http://www.ut.nrcs.usda.gov/technical/grants_agreements.html)

d. Information and assurances provided in Standard Forms (SF) 424, 424C and 424D, incorporated into this agreement as Attachment C;

e. Special Provisions for Grants and Cooperative Agreements, incorporated into this agreement as Attachment D.

13. **Additional Costs** - Accept all financial and other responsibility for excess costs resulting from failure of the County to obtain, or delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures.

14. **Engineering Services** - Accept all responsibility for the soundness and adequacy of engineering services. NRCS requires that NRCS criteria and standards be followed insofar as they are applicable, but the County is expected to make independent decisions.

15. **Quality Assurance** - Accept liability for any damage and any additional construction costs to others, to correct problems arising during or after construction resulting from deficient engineering and/or construction services performed by or through the County.

16. **Performance Reports** - In accordance with 7 CFR 3015.92, on-site technical inspection conducted by the County will be used to monitor project progress along with submissions required by paragraphs 6 and 7 above.

17. **Requesting Reimbursement and Financial Reporting** - Comply with the following financial requirements:

a. Agree that total reimbursement from NRCS for this agreement will not exceed \$19,350,000.00.

b. The County will request reimbursement by submitting to the NRCS Project Manager (see "Contact" Section) at least quarterly and no more frequently than monthly:

(1). An original, signed Standard Form (SF) 270, Request for Advance or Reimbursement. (SF-270 form is accessible at: <http://www.ut.nrcs.usda.gov/technical/grantsagreements.html>) and

(2). If requested by NRCS, on a separate page attached to the SF-270, a general breakout of costs incurred during the reporting period and brief written description of work accomplished (materials purchased, services received, etc.) or descriptive invoices.

(a). A brief description of work accomplished during the reporting period or descriptive invoice must be in sufficient detail to allow NRCS to make a determination that funds being requested are reasonable relative to work actually accomplished.

(b) In accordance with 7 CFR 3015.102(b)(3), NRCS will not use the percentage-of-completion method to pay its construction

agreements. The County may use that method to pay its construction contractor, but if it does, NRCS payments to the recipient will nevertheless be based on the County's actual rate of disbursements.

c. Costs submitted for reimbursement should match the County proposed budget in the plan of work (Attachment B) and object class category(s) on the SF-424C form.

d. If notified by NRCS, submit to the NRCS Project Manager (see "Contact" Section) an SF-425, Federal Financial Report, upon completion of the agreement. Typically, the SF-270 forms include the required information and an SF-425 form may not be required.

e. In accordance with the Single Audit Act, all non-Federal entities that expend \$500,000 or more of Federal awards in a year are required to have an annual audit performed.

18. **Quarterly Accrual Report** - NRCS also requires quarterly accrual information. An accrual is the value of the work you have performed or will perform in cooperation with the NRCS but for which you have:

- a. Not yet submitted an SF-270 or
- b. Submitted an SF-270 but have not received payment.

Please complete the Accrual Information form (see attachment to this agreement) and submit it to the address below no later than 15 days prior to the end of the quarter (submit by March 15, June 15, September 15, and December 15). The U.S. Congress relies on audits of financial statements, including accrual information, to determine future funding amounts for NRCS on-going and new programs.

**Submit SF-270 and Accrual Information Form to:**

Judy Ousley  
USDA/Natural Resources Conservation Service  
125 South State Street, Room 4430  
Salt Lake City, UT 84138-1100

19. **Records Retention** - The County is responsible for keeping all records relative to the project, including all documentation of procurements, receipts, and other accounting information. Retain all records relative to this agreement in accordance with 7 CFR 3016.42 or longer in accordance with County policy.

20. **Audit Requirements** - Comply with the Single Audit Act requiring all non-Federal entities that expend \$500,000 or more of Federal awards in a year to obtain an annual audit.

**B. NRCS will:**

1. **Funding** - Contribute up to \$19,350,000,000.00 to reimburse the County for up to 75 percent of allowable project construction costs.
2. **Government Representative** - Designate an NRCS engineer as the government representative for the project. The government representative will be on-site during construction in an almost full-time capacity to observe construction. The presence of the government representative does not relieve the County of the responsibility of oversight of their construction contractor nor the requirement to provide full-time construction inspection.
3. **Consultation** - As requested, consult with the County on technical issues and provide advice and direction on administrative matters. Provide timely review and comments to the County on the draft POW to be submitted by the County.
4. **Reimbursement** - Upon receipt of a properly completed SF-270, Request for Advance or Reimbursement, and proper supporting documentation, assess description of work completed relative to funds requested and, if request is reasonable, approve and process payment to the County. In the event there are questions regarding the SF-270 and supporting documentation, NRCS will contact the County in a timely manner to resolve concerns.
5. **Process Amendments** - Develop and process amendments to the agreement as needed.

**C. It is mutually agreed:**

1. If the County desires to increase the level of protection over and above that described in the NRCS Damage Survey Report (DSR), the County will be responsible for paying 100 percent of the costs of any unapproved and unfunded upgrade or additional work.
2. NRCS cannot reimburse the County for construction work performed prior to award date of this agreement (date of signature by NRCS State Conservationist) and acceptance by NRCS of the County's final POW.
3. The County is responsible for 100 percent of the costs incurred in obtaining permits and property rights, and for the operation and maintenance of the completed project.
4. Should inconsistencies arise between language in the agreement and the POW, the language in the agreement takes precedence.

**VIII. PROVISIONS AND REGULATIONS**

#### A. Administrative Provisions:

This agreement, and other arrangements at any tier under this agreement, shall be governed by the following regulations, appropriate to the type of organization receiving the award, relative to tier, as are in effect on the effective date of award and hereby incorporated by reference: (Internet links for the full text of Code of Federal Regulations (CFR) references may be found at [http://www.ut.nrcs.usda.gov/technical/grants\\_agreements.html](http://www.ut.nrcs.usda.gov/technical/grants_agreements.html)).

1. 7 CFR Part 3015, "Uniform Federal Assistance Regulations"
2. 7 CFR Part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
3. 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
4. 7 CFR Part 3018, "New Restrictions on Lobbying"
5. 7 CFR Part 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations"
6. 7 CFR 3021, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)"
7. 7 CFR Part 3052, "Audits of Institutions of Higher Education and Other Non-Profit Institutions"
8. 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations (OMB Circular A-110)"
9. Treasury Circular 1075, Withdrawal of Cash from the Treasury for Advances under Federal and Other Programs

#### B. Federal Cost Principles:

Allowable project costs shall be determined in accordance with the authorizing statute, the purpose of the agreement award, and by the following Federal cost principles that are applicable to the type of organization receiving the award, regardless of tier, as are in effect on the effective date of award and hereby incorporated by reference: (The full text for OMB Circulars may be found at [http://www.ut.nrcs.usda.gov/technical/grants\\_agreements.html](http://www.ut.nrcs.usda.gov/technical/grants_agreements.html)).

1. 2 CFR Part 220, "Cost Principles for Institutions of Higher Education"



2. 2 CFR Part 225, "Cost Principles for State and Local Governments" (including Indian Tribal governments)

3. 2 CFR Part 230, "Cost Principles for Nonprofit Organizations" other than institutions of higher education

4. Federal Acquisition Regulations, Part 31, (<http://www.arnet.gov/far>) "Contract Cost Principles and Procedures"

C. The County will conduct all procurement activities in a manner that provides, to the maximum extent possible, free and open competition.

D. The County is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the County and others to carry out approved project activities. Matters concerning violation of law should be referred to the federal, state, or local authority having proper jurisdiction.

E. The Federal Travel Regulations will serve as a guideline for any travel performed under this agreement.

#### **IX. AMENDMENTS, CHANGES, AND TERMINATION**

A. This agreement may be amended in writing by mutual consent of the parties. NRCS is responsible for writing the amendment, obtaining signatures, and distributing copies to the Sponsor. If an amendment is written that implements only internal administrative changes, the amendment may be issued unilaterally by NRCS. The County will receive a copy of all amendments.

B. Requests from the County to the NRCS Project Manager to extend the term of the agreement must be submitted no less than 60 days prior to the expiration date of the agreement and include a justification, in writing, documenting the need for the extension. NRCS expects that the project will be completed within the established term of the agreement. Requests for time extensions require the approval the NRCS National Headquarters Office and are only approved when a sound, defensible justification is provided.

C. Terms of enforcement and termination are in accordance with 7 CFR 3016.43-44 including:

1. NRCS may terminate this agreement in whole or in part if NRCS determines the County has failed to comply with any of the conditions of this agreement. NRCS will promptly notify the County in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination will be in accordance with governing regulations.

2. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the County is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

**X. APPROVAL**

The United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), and Cache County execute this agreement as of the date of final signature by USDA/NRCS. The signatories below represent that each is duly authorized to bind their respective organization to the terms of this agreement. By signing this agreement the recipient assures the USDA that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies

**CACHE COUNTY, UTAH**

**U. S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

---

Date	Sylvia A. Gillen State Conservationist	Date
------	---	------

**DRAFT**