

CACHE COUNTY COUNCIL

January, 24 2023 at 5:00 p.m. - Cache County Chamber at 199 North Main, Logan, Utah.

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

MEMBERS PRESENT: Chair David Erickson, Councilmember Barbara Tidwell, Councilmember Kathryn Beus, Councilmember Sandi Goodlander, Councilmember Mark Hurd, Councilmember Karl Ward

MEMEBERS EXCUSED: Councilmember Nolan Gunnell

STAFF PRESENT: Micah Safsten, Terryl Warner, Shawn Milne, Amy Adams, Bartt Nelson

OTHER ATTENDENCE: David Benson, Seth Tait, Eric Jensen, Joseph Sewer

Council Meeting

1. Call to Order 5:00p.m. – Chair David Erickson

2. Opening Remarks and Pledge of Allegiance – Councilmember Kathryn Beus [0:27](#)

3. Review and Approval of Agenda APPROVED [1:42](#)

Action: Motion made by Councilmember Karl Ward to approve the agenda; seconded by Councilmember Sandi Goodlander

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Sandi Goodlander, Mark Hurd, Karl Ward

Nay: 0

Absent: 1 Nolan Gunnell

4. Review and Approval of Minutes APPROVED [1:56](#)

Action: Motion made by Councilmember Kathryn Beus to approve the agenda; seconded by Councilmember Barbara Tidwell

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Sandi Goodlander, Mark Hurd, Karl Ward

Nay: 0

Absent: 1 Nolan Gunnell

5. Report of the County Executive [2:44](#)

A report from County Executive David Zook.

6. Items of Special Interest

7. Department or Committee Reports [6:01](#)

a. Attorney's Office – Dane Murray, Interim Cache County Attorney

8. Board of Equalization Matters

9. Public Hearings [25:12](#)

a. **Set Public Hearing for February 14, 2023 – Ordinance 2023-04 – Hot Iron Storage Rezone**

A request to rezone 8.77 acres from the Agricultural (A10) Zone to the Industrial (I) Zone located at 501 West 4600 North, near Smithfield

Action: Motion made by Councilmember Karl Ward to set a public hearing for Ordinance 2023-04 and Ordinance 2023-05 for February 14, 2023; seconded by Councilmember Kathryn Beus [25:19](#)

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Sandi Goodlander, Mark Hurd, Karl Ward

Nay: 0

Absent: 1 Nolan Gunnell

b. **Set Public Hearing for February 14, 2023 – Ordinance 2023-05 – Comprehensive General Plan Amendment**

Action: See action for item 9a.

c. **Public Hearing – Ordinance 2023-01 – Denali South Rezone** [26:17](#)

A request to rezone 12.13 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone located at 3388 South Hwy 23, near Wellsville

Discussion: Tim Watkins spoke to the ordinance [26:42](#).

Action: Motion made by Councilmember Karl Ward to close the public hearing; seconded by Councilmember Kathryn Beus [29:27](#)

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Sandi Goodlander, Mark Hurd, Karl Ward

Nay: 0

Absent: 1 Nolan Gunnell

d. **Public Hearing – Ordinance 2023-02 – Amending Title 17, Section 17.07.040 General Definitions ‘Density’ and ‘Developable Acreage’** [29:58](#)

A request to remove public parks and rights-of way from density calculations

Discussion: Tim Watkins spoke to the ordinance [30:06](#). Seth Tait spoke [37:22](#). Councilmember questions [43:12](#).

Action: Motion made by Councilmember Karl Ward to close the public hearing; seconded by Councilmember Sandi Goodlander [42:23](#)

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Sandi Goodlander, Mark Hurd, Karl Ward

Nay: 0

Absent: 1 Nolan Gunnell

10. Pending Action

11. Initial Proposals for Consideration of Action [48:42](#)

a. **Ordinance 2023-01 – Denali South Rezone** [48:53](#) **ATTACHMENT 1**

An Ordinance amending the County Zoning Map by rezoning 12.13 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone

Discussion: Councilmember discussion.

Action: Motion made by Councilmember Karl Ward to waive the rules and approve the ordinance; seconded by Councilmember Barbara Tidwell [49:24](#)

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Sandi Goodlander, Mark Hurd, Karl Ward

Nay: 0

Absent: 1 Nolan Gunnell

b. **Ordinance 2023-02 – Amendments to Title 17, General Definitions ‘Density’ and ‘Developable Acreage’** [50:38](#)

An Ordinance amending the County Land Use Code as required by the adoption of Ordinance 2023-02 amending the definition and requirements applicable to General Definitions of ‘Density’ and ‘Developable Acreage’

Discussion: Councilmember discussion.

c. **Ordinance 2023-03** [52:36](#) **ATTACHMENT 2**

An Ordinance adding Chapter 6.02, Section 63.02.010 regarding definitions and amending sections 6.08.060 and 6.08.180 of the Cache County Code regarding dogs running at large and the penalty for violations under Chapter 6.08 of the Code

Discussion: Attorney Dane Murray spoke to the ordinance [52:49](#). Councilmember discussion [55:28](#).

Action: Motion made by Councilmember Barbara Tidwell to waive the rules and approve the ordinance; seconded by Councilmember Kathryn Beus [1:00:24](#)

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Sandi Goodlander, Mark Hurd, Karl Ward

Nay: 0

Absent: 1 Nolan Gunnell

d. **Ordinance 2023-06** [1:00:47](#)

An Ordinance of the Cache County Council of Cache County, Utah, enacting Title 2, Chapter 76 of the Cache County Code, Cache County Open Space Advisory Committee

Discussion: Taylor spoke to the ordinance [1:00:57](#). Councilmember discussion.

e. Notice of Impending Boundary Action (Creation of the Cache Waste Consortium) [1:16:42](#) **ATTACHMENT 3**

Discussion:

Action: Motion made by Councilmember Karl Ward to approve the Notice of Impending Boundary Action; seconded by Councilmember Mark Hurd [1:20:36](#)

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Sandi Goodlander, Mark Hurd, Karl Ward

Nay: 0

Absent: 1 Nolan Gunnell

f. Correction to Ordinance Numbering Errors in 2022 [1:21:19](#)

g. Discussion of Ordinance 2023-05 – Adopting a Comprehensive General Plan Amendment [1:22:40](#)

Discussion: Tim Watkins spoke [1:23:47](#).

h. Discussion regarding Hiring a Children’s Justice Center Director [1:46:03](#)

Discussion: Terry Warner spoke [1:48:25](#). Councilmember discussion.

i. Caselle Training [1:51:06](#)

12. Other Business [1:58:50](#)

a. Memorandum of Understanding between Logan City and Cache County Service Area No. 1

Discussion: Attorney Dane Murray spoke [2:00:29](#).

Action: Motion made by Councilmember Karl Ward to move into the Cache County Service Area #1 Board of Trustees; seconded by Councilmember Barbara Tidwell [1:59:00](#)

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Sandi Goodlander, Mark Hurd, Karl Ward

Nay: 0

Absent: 1 Nolan Gunnell

Action: Motion made by Councilmember Karl Ward to approve the Memorandum of Understanding; seconded by Councilmember Barbara Tidwell [2:08:52](#)

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Sandi Goodlander, Mark Hurd, Karl Ward

Nay: 0

Absent: 1 Nolan Gunnell

Action: Motion made by Councilmember Karl Ward to move out of the Cache County Service Area #1 Board of Trustees; seconded by Councilmember Barbara Tidwell [2:09:39](#)

Motion passes.

Aye: 6 David Erickson, Barbara Tidwell, Kathryn Beus, Sandi Goodlander, Mark Hurd, Karl Ward

Nay: 0

Absent: 1 Nolan Gunnell

13. Councilmember Reports and Goals [2:10:09](#)

Councilmembers shared goals for the year.

David Erickson – Commented on role of the Council Policy Analyst.

Kathryn Beus – Commented on legislature meeting and New Americans in Utah event.

Karl Ward – No report.

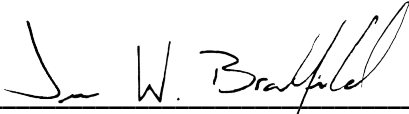
Barbara Tidwell – Commented on UAC committees and scheduling a Council event.

Sandi Goodlander – Reported on a UAC meeting.

Nolan Gunnell – Absent.

Mark Hurd – Reported on a UAC meeting.

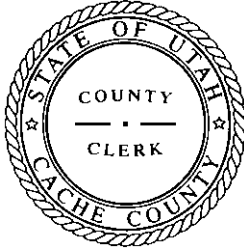
Adjourn: 7:30 PM



ATTEST: Jess W. Bradfield
County Clerk/Auditor



APPROVAL: David Erickson
Chair



CACHE COUNTY COUNCIL MEETING
JANUARY 24, 2023

ATTACHMENT 1

Ordinance No. 2023-01

Cache County, Utah

Denali South Rezone

An ordinance amending the County Zoning Map by rezoning 12.13 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone

Whereas, the “County Land Use Development and Management Act,” Utah Code Ann. §17-27a-101 et seq., as amended (the “Act”), provides that each county may enact a land use ordinance and a zoning map establishing regulations for land use and development; and

Whereas, pursuant to the Act, the County’s Planning Commission (the “Planning Commission”) shall prepare and recommend to the county’s legislative body, following a public hearing, a proposed land use ordinance and a zoning map, or amendments thereto, that represent the Planning Commission’s recommendations for zoning the area within the county; and

Whereas, the Planning Commission caused notice of a public hearing for the rezone to be posted at least ten (10) days before the date of the public hearing; and

Whereas, on December 1, 2022, the Planning Commission held a public hearing, accepted all comments, and accepted all comments, and recommended the approval of the proposed amendments to the County Council for final action; and

Whereas, the Act also provides certain procedures for the county legislative body to adopt or reject amendments to the land use ordinance and zoning map for the county; and

Whereas, following proper notice, the County Council held a public hearing on January 24, 2023, to consider any comments regarding the proposed rezone. The County Council accepted all comments; and

Whereas, the Cache County Council has determined that it is both necessary and appropriate for the County to amend and implement this ordinance.

Now, therefore, the County Legislative Body of Cache County ordains as follows:

1. Statutory Authority

The statutory authority for enacting this ordinance is Utah Code Annotated Sections 17-27a Part 1 and Part 3, and 17-53 part 2(1953, as amended to date).

2. Adoption of amended Zoning Map

The County Council hereby amends the County’s Zoning Map to reflect the rezone of the property affected by this ordinance and hereby adopts the amended Zoning Map with the amendment identified as Exhibit B, of which a detailed digital or paper copy is available in the Development Services Department.

3. Conclusions

- A.** The location of the subject property is compatible with the purpose of the Rural 5 (RU5) Zone as identified under §17.08.030[A] of the Cache County Code as it:
 - i.** Allows for residential development in a low density pattern that can allow for rural subdivisions and smaller scale agricultural uses.
 - ii.** Does not unreasonably impede adjacent agricultural uses, nor unreasonably conflict with the development standards of adjacent communities.

4. Prior ordinances, resolutions, policies, and actions superseded

This ordinance amends and supersedes the Zoning Map of Cache County, and all prior ordinances, resolutions, policies, and actions of the Cache County Council to the extent that the provisions of such prior ordinances, resolutions, policies, or actions are in conflict with this ordinance. In all other respects, such prior ordinances, resolutions, policies, and actions shall remain in full force and effect.

5. Exhibits

- A.** Exhibit A: Rezone summary and information
- B.** Exhibit B: Zoning Map of Cache County showing affected portion.

6. Effective date

This ordinance takes effect on FEBRUARY 8, 2023. Following its passage but prior to the effective date, a copy of the ordinance shall be deposited with the County Clerk and a short summary of the ordinance shall be published in a newspaper of general circulation within the County as required by law.

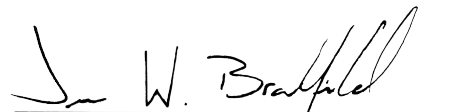
7. Council Vote and Final Action

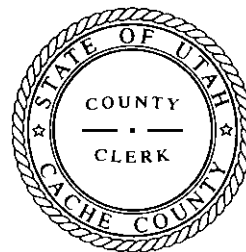
Date: <u>01 / 24 / 2023</u>	<u>Council Votes</u>			
<u>Council members</u>	In Favor	Against	Abstain	Absent
Kathryn Beus	X			
Dave Erickson	X			
Sandi Goodlander	X			
Nolan Gunnell				X
Mark Hurd	X			
Barbara Tidwell	X			
Karl Ward	X			
Total:	6			1
Final action:	<u>X</u> Adopt _____ Reject			

Cache County Council:


Dave Erickson, Chair

Attest:


Jess Bradfield, Clerk
Cache County




Action of the County Executive

Regarding Ordinance 2023-01, the William Cody Pitcher Rezone

Approve

_____ Disapprove (A Statement of Objection is attached)


David Zook, Executive
Cache County

1/31/23
Date

Staff Report: Denali South Rezone

1 December 2022

This staff report is an analysis of the application based on adopted county documents, standard county development practices, and available information. The report is to be used to review and consider the merits of the application. Additional information may be provided that supplements or amends this staff report.

Agent: David Rupp

Parcel ID#: 11-131-0001, -8001

Staff Recommendation: None

Planning Commission Recommendation: Approval

Type of Action: Legislative

Land Use Authority: Cache County Council

Location

Reviewed by Angie Zetterquist

Project Address:

Acres: 34.06

3388 South SR 23
near Wellsville

Surrounding Uses:

North – Agricultural/Residential

South – Agricultural

East – Agricultural

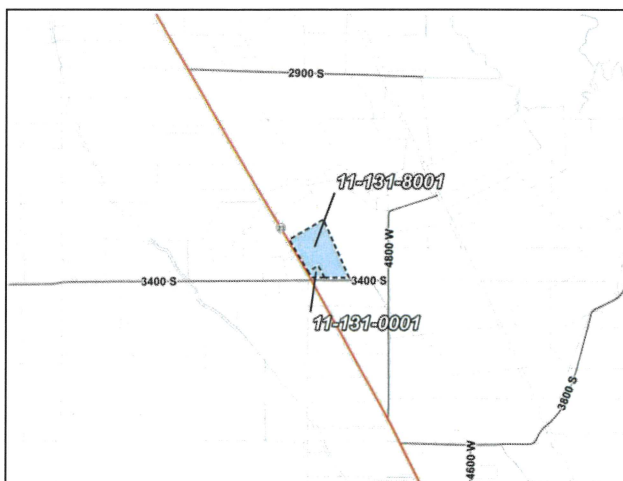
West – Agricultural/Residential

Current Zoning:

Agricultural (A10)

Proposed Zoning:

Rural 5 (RU5)



Findings of Fact

A. Request description

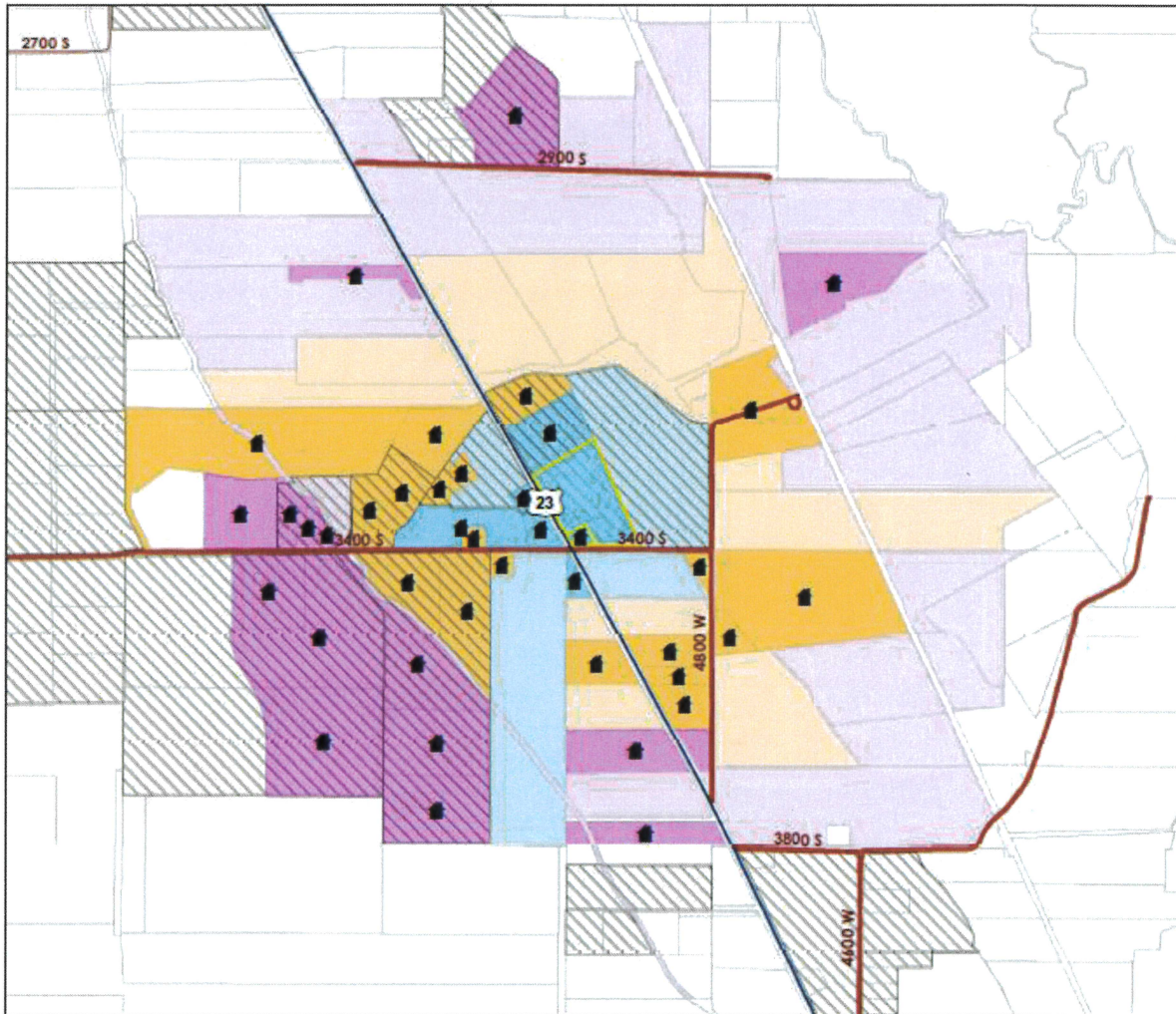
1. A request to rezone 12.13 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone.
2. This rezone may allow the parcel to be legally divided into a maximum potential of 2 separate lots as part of a subdivision process.
3. Staff has identified general information as pertains to the subject property to assist the Planning Commission and County Council in arriving at a decision. This information is reflected in the attached map (Attachment A) and in the following text:
 - a. Land Use Context:

Exhibit A

Revised: pg. 6, Planning
Commission recommendation

- i. Parcel status: The subject properties are legal as they are in the same size and configuration as the subdivision plat for the Denali South Horse Ranch Subdivision that was recorded in 2022. The properties were previously part of the Bailey Acres Subdivision.

- ii. Average Lot Size: (See Attachment A)



Average Parcel Size	
Adjacent Parcels	With a Home: 3.6 Acres (6 Parcels)
	Without a Home: 16 Acres (6 Parcels)
1/4 Mile Buffer	With a Home: 6.8 Acres (25 Parcels)
	Without a Home: 14.6 Acres (19 Parcels)
1/2 Mile Buffer	With a Home: 8.3 Acres (40 Parcels)
	Without a Home: 13.6 Acres (49 Parcels)

- iii. **Schedule of Zoning Uses:** Under the current County Land Use Ordinance, the RU5 Zone is more restrictive in the uses allowed when compared to the Agricultural (A10) Zone. There are no uses that are allowed as a permitted or conditional use within the RU5 Zone that are not allowed as a permitted or conditional use within the A10 Zone. The following uses are conditional uses in the A10 Zone but are not allowed in the RU5 Zone:
 - Agricultural Manufacturing
 - Recreational Facility
 - Cemetery
 - Private Airport
 - Concentrated Animal Feed Operation
 - Livestock Auction Facility
 - Topsoil Extraction
- iv. **Adjacent Uses:** The properties adjacent to the subject rezone are primarily used for agriculture, single family dwellings, and direct access to State Route 23. The Mendon City boundary is approximately 1.9 miles from the subject properties to the north and the closest Wellsville City is approximately 1.6 miles from the subject properties to the south.
- v. **Sensitive Areas:** According to the County's GIS mapping there does not appear to be any significant sensitive areas located on the subject properties. Any sensitive areas that may be located on the subject properties will require additional analysis and review as part of a subdivision process.
- vi. **Annexation Areas:** The subject properties are located along the southern edge of within Mendon City's future annexation area.
- vii. **Zone Placement:** As identified by the Planning Commission and the County Council at the time the RU5 Zone was adopted, the intended/anticipated placement of this zone was in areas of the unincorporated county adjacent to municipalities. Although the subject properties are located within the Mendon City Future Annexation area, the closest boundary of Mendon is located about 1.9 miles to the north of the subject properties. The nearest RU5 zone is located nearly 5.0 miles away, by the most direct street route, near the west of Mendon, but not immediately adjacent. This RU5 zone, the Martin Bench Rezone, included a total of 34.6 acres, which has a number of sensitive areas that limit development potential, was approved in 2022 as Ordinance 2022-24. There is a RU2 Zone on the west side of SR 23 across from the subject properties. This rezone, the Rose Hill Subdivision Rezone, was approved in 2014 as Ordinance 2014-08 on an existing 2-lot subdivision on 11.48 acres. A subdivision amendment done later in 2014 created one additional lot for a total of 3-lots with an agricultural remainder. No additional lots have been created to date. There are additional Rural 2 (RU2) Zoned properties to the south and west of the Mendon border.

B. Ordinance—§12.02.010, §17.02.060; §17.08.030 [C]

- 4. As per §17.02.060, Establishment of Land Use Authority, the County Council is authorized to act as the Land Use Authority for this application.
- 5. The current County Land Use Ordinance does not specify appropriate locations for the Rural 5 (RU5) Zone but does contain possible guidelines for its implementation. County Land Use Ordinance §17.08.030 [B] [1] identifies the purpose of the RU5 Zone and includes the following:

- a. “To allow for residential development in a low density pattern that can allow for rural subdivisions and smaller scale agricultural uses. This type of development should be located and designed to not unreasonably impede adjacent agricultural uses, nor to unreasonably conflict with the development standards of adjacent municipalities.
 - b. To implement the policies of the Cache Countywide Comprehensive Plan, including those regarding improved roadways, density based residential standards, clustering, moderate income housing and municipal standards.
 - c. This zone must be appropriately served by suitable public roads, have access to the necessary water and utilities, and have adequate provision of public services.”
6. Consideration of impacts related to uses allowed within the RU5 Zone will be addressed as part of each respective approval process required prior to site development activities.

C. Access—16.04.040 [A], 16.04.080 [E], Road Manual

7. §16.02.010 Standards and Lot Size – All subdivisions must meet the minimum lot and development standards as outlined in each base zone of the Cache County Zoning Ordinance and within this title.
8. Table 17.10.040 Site Development Standards – Minimum lot frontage required in the RU5 Zone is 90 feet.
9. §17.07.040 General Definitions – Lot/Parcel Frontage: that portion of a development site that abuts a public or private roadway. For the purposes of determining setback requirements on corner lots, all sides of a lot adjacent to a roadway shall be considered frontage
10. §16.04.040 [A] Roads – All roads must be designed and constructed in accordance with Title 12 of the County Code.
11. §12.02.010 Roadway Standards – Requirements for roadway improvement are provided in the current Manual of Roadway Design and Construction Standards (Road Manual).



3400 South looking west at SR-23

12. A basic review of the access to the subject property identifies the following:

- a. Primary access to the subject property is from SR-23, a UDOT facility, and 3400 South, a County road.
- a. SR-23:
 - i. Is a UDOT facility;
 - ii. Classified as a Minor Arterial;
 - iii. Future access off of SR-23 must be reviewed and approved by UDOT;
 - iv. Is maintained year around.
- b. 3400 South:
 - i. Is an existing county facility that provides access to agricultural uses and single-family dwellings.
 - ii. Is classified as a Minor Local road and is maintained year round.
 - iii. The intersection of 34400 South and SR-23 is very narrow (i.e., 14-feet wide) and does not allow for property turning movements when there is a car on 3400 South. Much of the road has been washed away by flooding and work by UDOT narrowed it even more.
 - iv. Is considered substandard as to width of travel lanes, paved and gravel shoulder width, and clear zone. Based on the County Engineer's review, the structural condition of the road is Poor.

Roadway Element	Existing Width (ft)	Required Width (ft)	Comments or Findings
Travel Lanes	12-16	20	Substandard
Right-of-Way	66	66	OK
Paved Shoulder	0	0	Substandard
Gravel Shoulder	2	4	Substandard
Clear Zone (4:1)	7-10	14-18	Substandard
Material	Paved	Paved	OK
Structural			Poor

D. Service Provisions:

13. §16.04.080 [C] Fire Control – The County Fire District had no comments on this request, but does require that all access roads and private driveways be 20-feet wide with an all-weather surface. Future access must be reevaluated and may require improvements based on the location of any proposed structure on lots created through a subdivision process.
14. §16.04.080 [F] Solid Waste Disposal – Logan City Environmental provides refuse collection for the subject property. Refuse containers must be placed on SR 23 for collection. The applicant will need to provide sufficient shoulder space along the road for all refuse containers to be placed 3-to-4 feet apart and be located far enough off the road so as to not interfere with passing traffic. A County Encroachment Permit is required to make the required shoulder improvements for refuse collection in the County right-of-way.

E. Public Notice and Comment—§17.02.040 Notice of Meetings

15. Public notice was posted online to the Utah Public Notice Website on 18 November 2022.
16. Notices were posted in three public places on 18 November 2022.
17. Notices were mailed to all property owners within 300 feet on 18 November 2022.
18. At this time, no written public comment regarding this proposal has been received by the Development Services Office.

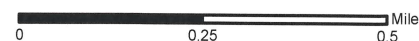
Conclusion

The Denali South Rezone, a request to rezone 12.13 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone has been reviewed in conformance with Title 17 of the Cache County Land Use Ordinance and the County Manual of Roadway Design and Construction Standards. Staff has not made a recommendation on this request and can assist the Planning Commission in drafting a recommendation based on the findings of fact identified above and any others identified at the public hearing.

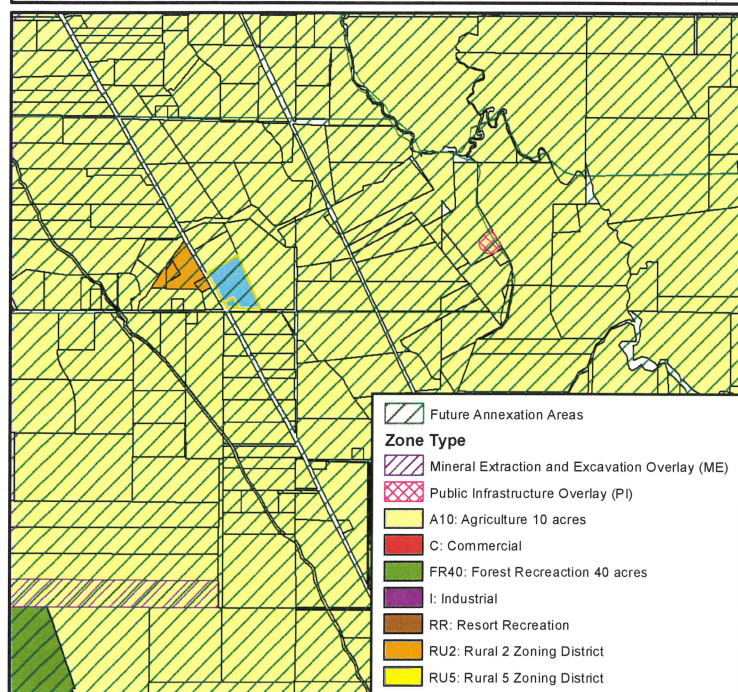
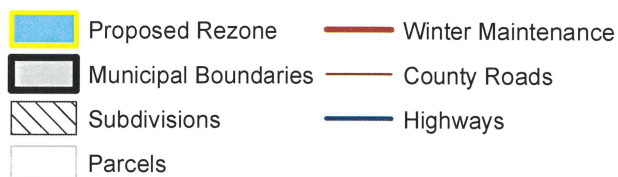
Planning Commission Conclusion

Based on the findings of fact noted herein, the Denali South Rezone is hereby recommended for approval to the County Council as follows:

1. The location of the subject property is compatible with the purpose of the Rural 5 (RU5) Zone as identified under §17.08.030[A] of the Cache County Code as it:
 - a. Allows for residential development in a low density pattern that can allow for rural subdivisions and smaller scale agricultural uses.
 - b. Does not unreasonably impede adjacent agricultural uses, nor unreasonably conflict with the development standards of adjacent communities.



Legend



Average Parcel Size	
Adjacent Parcels	With a Home: 3.6 Acres (6 Parcels)
	Without a Home: 16 Acres (6 Parcels)
1/4 Mile Buffer	With a Home: 6.8 Acres (25 Parcels)
	Without a Home: 14.6 Acres (19 Parcels)
1/2 Mile Buffer	With a Home: 8.3 Acres (40 Parcels)
	Without a Home: 13.6 Acres (49 Parcels)



Exhibit B: Ordinance 2023-01
Zoning Map of Cache County – Affected Portion
Denali South Rezone



The following legal description reflects the noted properties above to be rezoned from Agricultural (A10) to Rural 5 (RU5):

11-131-0001

ALL OF LOT 1 DENALI SOUTH HORSE RANCH SUBDIVISION CONT 0.73 AC

11-131-8001

ALL OF AGRICULTURAL REMAINDER DENALI SOUTH HORSE RANCH SUBDIVISION CONT 11.4 AC

CACHE COUNTY COUNCIL MEETING
JANUARY 24, 2023

ATTACHMENT 2



**CACHE COUNTY
ORDINANCE NO. 2023 - 03**

**AN ORDINANCE ADDING CHAPTER 6.02, SECTION 6.02.010 REGARDING
DEFINITIONS AND AMENDING SECTIONS 6.08.060 AND 6.08.180 OF THE CACHE
COUNTY CODE REGARDING DOGS RUNNING AT LARGE AND THE PENALTY
FOR VIOLATIONS UNDER CHAPTER 6.08 OF THE CODE**

- (A) WHEREAS, Utah Code Annotated § 17-53-223(1)(a) permits the Cache County Council to pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging its powers and duties conferred by State law; and
- (B) WHEREAS, Utah Code Annotated § 17-53-223(1)(b) permits the Cache County Council to enforce obedience to ordinances with fines or penalties as the County Council considers proper; and
- (C) WHEREAS, Utah Code Annotated § 17-53-223(2)(a) permits the Cache County Council to penalize violations not to exceed a Class B Misdemeanor; and
- (D) WHEREAS, Utah Code Annotated § 17-53-223(2)(b) prohibits the Cache County Council from imposing a criminal penalty greater than an infraction for a violation pertaining to an individual's dog or cat unless the violation is a nuisance as defined by Utah Code Annotated § 78B-6-1101(1) and threatens the health, safety, or welfare of the individual or an identifiable third party; and
- (E) WHEREAS, the Cache County Council seeks to bring the Cache County Code into compliance with State law by changing violations that pertain to an individual's dog from a class B misdemeanor to an infraction; and
- (F) WHEREAS, the Cache County Council seeks to bring the Cache County Code into compliance with State law by defining and penalizing certain violations within Chapter 6.08 of the County Code as Class B Misdemeanors as permitted by Utah Code Annotated § 17-53-223;

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

SECTION 1:

Chapter 6.02 regarding General Provisions and section 6.02.010 regarding Definitions are added to Title 6 of the Cache County Code as follows:



CHAPTER 6.02 GENERAL PROVISIONS

6.02.010: DEFINITIONS

As used in this chapter, the words and phrases defined in this section shall have the following meanings, unless the context clearly indicates a contrary meaning:

AT LARGE: means any animal that is off of the premises of the owner, keeper, or custodian and is not within the immediate presence or within reasonable control of such owner, keeper, or custodian.

BODILY INJURY: means physical pain or impairment of physical condition.

CONTROL: means an owner, keeper, or custodian has an animal on a leash, lead rope, harness, or other such means or that the owner, keeper, or custodian has an animal in such proximity as to be under the effective voice control of such owner, keeper, or custodian.

NUISANCE: means anything that is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, as defined by Utah Code Annotated § 78B-6-1101.

SECTION 2:

Section 6.08.060 of the Cache County Code is amended to read in full as follows:

6.08.060: DOG RUNNING AT LARGE -- CAUSING BODILY INJURY WHILE AT LARGE:

A. It is unlawful for any owner, keeper, or custodian of a dog to permit, directly or indirectly, such dog to run at large.

B. It is unlawful for any owner, keeper, or custodian of a dog to permit, directly or indirectly, such dog to run at large where, while at large, such dog is a nuisance and causes bodily injury to any individual who has not provoked the dog in a manner that caused the dog to injure the individual.

SECTION 3:

Section 6.08.180 of the Cache County Code is amended to read in full as follows:

6.08.180: PENALTIES -- ENHANCEMENT FOR MULTIPLE VIOLATIONS:

A. Any person violating a section or subsection of Chapter 6.08 that is not classified as a class B misdemeanor in Subsection B or Subsection C shall be deemed guilty of an infraction, and upon



conviction shall be fined an amount not to exceed the amount permitted by Utah Code Annotated § 76-3-301.

B. Any person violating 6.08.060 Subsection B or 6.08.100 of this chapter, is guilty of a class B misdemeanor, and upon conviction, shall either be fined an amount not to exceed the amount permitted by Utah Code Annotated § 76-3-301 or be imprisoned in the county jail for not more than six (6) months, or shall receive both such fine and imprisonment.

C. It is unlawful for any person to violate any section or subsection within Chapter 6.08, pertaining to an individual's dog, where the County has imposed a fine on the individual for violating the same provision on three prior occasions within the previous 12 months and each of the three prior violations involve the same dog as the current violation. A violation of this subsection is a class B misdemeanor and upon conviction, shall either be fined an amount not to exceed the amount permitted by Utah Code Annotated § 76-3-301 or be imprisoned in the county jail for not more than six (6) months, or shall receive both such fine and imprisonment.

SECTION 4:

This ordinance takes effect 15 days following its passage and approval by the County Council.

PASSED AND APPROVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH
THIS 24th DAY OF January 2023.

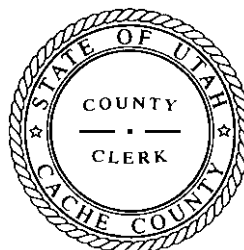
	In Favor	Against	Abstained	Absent
Sandi Goodlander	X			
David Erickson	X			
Nolan Gunnell	X X			X
Barbara Tidwell	X			
Karl Ward	X			
Mark Hurd	X			
Kathryn Beus	X			
Total	6			1

CACHE COUNTY:

By: [Signature]
David L. Erickson, Chair

ATTEST:

By: [Signature]
Jess Bradfield, County Clerk / Auditor





ACTION OF THE COUNTY EXECUTIVE:

☒ Approved
☐ Disapproved (written statement of objection attached)

By: David Zook 1/31/23
David Zook, County Executive Date



Redline Versions of Proposed Amendments

CHAPTER 6.02 GENERAL PROVISIONS

6.02.010: DEFINITIONS

As used in this chapter, the words and phrases defined in this section shall have the following meanings, unless the context clearly indicates a contrary meaning:

AT LARGE: means any animal that is off of the premises of the owner, keeper, or custodian and is not within the immediate presence or within reasonable control of such owner, keeper, or custodian.

BODILY INJURY: means physical pain or impairment of physical condition.

CONTROL: means an owner, keeper, or custodian has an animal on a leash, lead rope, harness, or other such means or that the owner, keeper, or custodian has an animal in such proximity as to be under the effective voice control of such owner, keeper, or custodian.

NUISANCE: means anything that is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, as defined by Utah Code Annotated § 78B-6-1101.

6.08.060: DOGS RUNNING AT LARGE -- CAUSING BODILY INJURY WHILE AT LARGE:

A. It ~~shall be~~ is unlawful for any owner, keeper, or custodian of a dog to permit, directly or indirectly, such dog to run at large. "At large" ~~shall be deemed to mean that the dog is off of the premises of the owner, keeper, or custodian of the dog and is not within the immediate presence or control of such owner, keeper or custodian, and "control" shall be deemed to mean on a leash, lead rope, harness, or other such means or in such proximity as to be under the effective voice control of such owner, keeper or custodian.~~

B. It is unlawful for any owner, keeper, or custodian of a dog to permit, directly or indirectly, such dog to run at large where, while at large, such dog is a nuisance and causes bodily injury to any individual who has not provoked the dog in a manner that caused the dog to injure the individual.

6.08.180: PENALTIES -- ENHANCEMENT FOR MULTIPLE VIOLATIONS :

A. Any person violating ~~any of the provisions of this chapter~~ a section or subsection of Chapter 6.08 that is not classified as a class B misdemeanor in Subsection B or Subsection C shall be deemed guilty of ~~a class B misdemeanor~~ an infraction, and upon conviction ~~thereof~~ shall be fined ~~by a fine of not more than one thousand dollars (\$1,000.00)~~ an amount not to exceed the amount



permitted by Utah Code Annotated § 76-3-301 ~~or by imprisonment in the county jail for not more than six (6) months, or by both such fine and imprisonment.~~

B. Any person violating 6.08.060 Subsection B or 6.08.100 of this chapter, is guilty of a class B misdemeanor, and upon conviction, shall either be fined an amount not to exceed the amount permitted by Utah Code Annotated § 76-3-301 or be imprisoned in the county jail for not more than six (6) months, or shall receive both such fine and imprisonment.

C. It is unlawful for any person to violate any section or subsection within Chapter 6.08, pertaining to an individual's dog, where the County has imposed a fine on the individual for violating the same provision on three prior occasions within the previous 12 months and each of the three prior violations involve the same dog as the current violation. A violation of this subsection is a class B misdemeanor and upon conviction, shall either be fined an amount not to exceed the amount permitted by Utah Code Annotated § 76-3-301 or be imprisoned in the county jail for not more than six (6) months, or shall receive both such fine and imprisonment.

CACHE COUNTY COUNCIL MEETING
JANUARY 24, 2023

ATTACHMENT 3

Notice of Impending Boundary Action

(Creation of the Cache Waste Consortium)

To: Lieutenant Governor, Utah

Notice is hereby given that the Cache County Council has entered into an agreement with the municipalities of Millville, Nibley, Hyrum, Paradise, River Heights, North Logan, Hyde Park, Amalga, Wellsville, Mendon, Newton, Clarkston, and Trenton to create the Cache Waste Consortium ("The Entity") to supervise and regulate the collection, transportation, and disposition of solid waste generated within its jurisdiction. The Agreement, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein, was duly accepted and approved by the respective legislative authorities of the parties.

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the County Surveyor and the County Attorney, is attached as EXHIBIT "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the Entity, as more particularly described in the Agreement, have been met. The Entity is not anticipated to result in the employment of Entity personnel.

WHEREFORE, the Executive and Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.


PASSED AND APPROVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH
THIS 24 DAY OF January 2023.

	In Favor	Against	Abstained	Absent
Kathryn A Beus	X			
David Erickson	X			
Nolan Gunnell				X
Barbara Tidwell	X			
Karl Ward	X			
Mark Hurd	X			
Sandi Goodlander	X			
Total	6			1

CACHE COUNTY:

By: 
David L. Erickson, Chair

ATTEST:

By: 
Jess Bradfield, County Clerk / Auditor

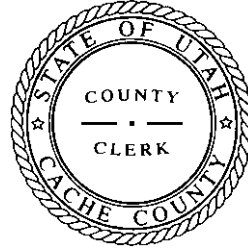


EXHIBIT "A" TO NOTICE OF BOUNDARY ACTION

**CACHE COUNTY CONTRACT / AGREEMENT
EXECUTIVE OFFICE EXECUTION CHECKLIST**

Contract Number: _____

Contracting Parties: **Participating Cache County Municipalities**

Cache County

Description: **Interlocal Cooperation Agreement for creation of an interlocal entity for county and municipal solid waste disposal - The Cache Waste Consortium**

(X) Department or Person Responsible for Contract or Agreement _____ **Attorney**

Signature **TAYLOR SORENSEN** Date **11/23/2022**

(X) County Attorney's Office has reviewed the contract and rendered a legal opinion

Signature _____ Date **11/28/2022**

(X) Approval of the County Council **IS** required and has been given

Signature **Janice Allen** Date **11/22/22**

Resolution **COUNCIL APPROVED
BY MOTION**

(X) Approval of the County Council **IS NOT** required

Signature _____ Date _____

(X) Approved and signed by County Executive

Signature **David Zick** Date **11/23/22**

Copies **1**

(X) Agreement is complete with all attachments and ready to be executed.

Signature **Janice Allen** Date **11/28/22**

Comment / Action:

**INTERLOCAL COOPERATION AGREEMENT BETWEEN CACHE
COUNTY AND PARTICIPATING MUNICIPALITIES OF CACHE COUNTY
FOR CREATION OF AN INTERLOCAL ENTITY FOR COUNTY AND
MUNICIPAL SOLID WASTE DISPOSAL**

THIS INTERLOCAL COOPERATION AGREEMENT (“Interlocal Agreement”) is made and entered into this 23rd day of November, 2022, by and between the Cache County, a political subdivision and county of the State of Utah (the “County”) and the undersigned Public Entities as set forth on the signature pages attached hereto (the “Municipalities”) for the creation, management, and administration of **The Cache Waste Consortium** (the “Consortium”). The County and Municipalities are also referred to in this agreement from time to time as the “Parties.”

WITNESSETH:

WHEREAS, CACHE COUNTY is a political subdivision and County of the State of Utah, acting by and through its County Council, the governing body thereof (the “County”), and is vested with authority under the Solid Waste Management Act, at Utah Code section 19-6-503, to supervise and regulate the collection, transportation, and disposition of solid waste generated within its jurisdiction, and to provide a solid waste management facility to adequately handle solid waste generated or existing within or without its jurisdiction; and

WHEREAS, the several Municipalities of Cache County (the “Municipalities”), acting by and through their respective Town or City Councils are likewise vested with authority under the Solid Waste Management Act, at Utah Code section 19-6-503, to supervise and regulate the collection, transportation, and disposition of solid waste generated within their respective jurisdictions, and to provide a solid waste management facility to adequately handle solid waste generated or existing within or without their respective jurisdictions; and

WHEREAS, the purpose of Utah’s Interlocal Cooperation Act is “to permit local governments to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide

services and facilities in a manner and under forms of government organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities” and “to provide the benefit of economy of scale . . . for the overall promotion of the general welfare of the state,” Utah Code Section 11-13-102; and

WHEREAS, the Interlocal Cooperation Act therefore expressly permits “[a]ny power, privilege, or authority exercised or capable of exercise by a [local government to] be exercised and enjoyed jointly with any other [local government] having the same power, privilege, or authority,” Utah Code Section 11-13-201; and

WHEREAS, the County and the Municipalities (the “Parties” and each individually as a “Party”) have previously entered into interlocal cooperation agreements for the management of municipal solid waste from time to time; and

WHEREAS, the County and the Municipalities desire to continue to cooperate with each other in the management of municipal solid waste by creating an interlocal entity, The Cache Waste Consortium (the “Consortium”); and,

WHEREAS, the Parties wish to establish this Interlocal Cooperation Agreement for the creation, management, and administration of the Consortium for the purpose of setting minimum fees, contracting with solid waste collection service providers, and setting policies and regulations for the same;

NOW, THEREFORE, in consideration of the foregoing, the Parties, intending to be legally bound and having authority under the Interlocal Cooperation Act, hereby agree that it is to their mutual advantage to adopt this Interlocal Cooperation Agreement for the purposes of creating, managing, and administering the Cache Waste Consortium.

NOW, THEREFORE, THE SIGNATORY PARTIES OF THIS AGREEMENT AGREE AS FOLLOWS:

1) PURPOSE

The purpose and intent of this Interlocal Agreement is to facilitate the creation, establishment, management, and administration of an interlocal entity. This entity will function as an interface between a third party hauler and the several parties of the agreement for the purpose of solid waste collection and processing within the unincorporated area of Cache County and the areas contained in the Municipalities that are party to this Interlocal Agreement.

2) CREATION OF ENTITY

The interlocal entity “The Cache Waste Consortium” is hereby legally created and will be duly registered with the appropriate authorities by the Parties contemporaneously with the execution of this Interlocal Agreement.

3) GEOGRAPHICAL AREA INCLUDED IN THE DISTRICT

The geographic area to be included in the boundary of the Consortium created by this Interlocal Agreement is the unincorporated area of Cache County and the areas contained within the Municipalities that are party to this Interlocal Agreement (the “Service Area”).

4) TERM OF AGREEMENT

The Consortium is hereby authorized to begin to exercise its powers under this interlocal agreement and provide services at the time this interlocal agreement is executed by Cache County, Millville, Nibley, Hyrum, Paradise, River Heights, North Logan, Hyde Park, Amalga, Wellsville, Mendon, Newton, Clarkston, and Trenton, and approved by their several legislative bodies. This Interlocal Agreement will terminate on December 31, 2030. This Interlocal Agreement will automatically renew, with no action required from the Parties, for an additional five-year term at each expiration date.

5) GOVERNING STRUCTURE

i) Composition

The business and affairs of the Group will be governed by a Governing Board of the Consortium (the “Board”). The Board will be composed of one representative from each party to this agreement: Cache County, Millville, Nibley, Hyrum, Paradise, River Heights, North Logan, Hyde Park, Amalga, Wellsville, Mendon, Newton, Clarkston, and Trenton. Board members will be mayors whose municipalities are Parties to this

Interlocal Agreement or their designees, drawn from their respective elected bodies. The County Representative will be the County Executive.

Executive Committee Terms

The initial Executive Committee members will begin their service when they are appointed as set forth in the “Composition” paragraph of this Section 5 of the Interlocal Agreement. Regardless of when the initial Executive Committee members are appointed, the length of the initial Executive Committee members’ terms will be measured from January 1, 2023. In order for there to be staggered terms among Committee members, at its first meeting the Committee will determine by lot which initial Committee members will serve a 1-year term and which initial Committee members will serve a 2-year term.

A person may serve on the Committee for an unlimited number of terms. After the 1- or 2-year term of the initial Committee members, anyone appointed to the Committee will serve a 2-year term. Upon the expiration of a Committee member’s term, a replacement Committee member will be appointed in the manner described in the “Composition” paragraph of this Section 5 of the Interlocal Agreement. If a Committee member leaves elected office as mayor, county executive, or county council member prior to the expiration of his or her term on the Committee, the person selected to replace the Committee member as mayor, county executive, or county council member will fill the remainder of that Committee member’s term on the Committee.

ii) Officers

The Governing Board officers shall consist of a chair and vice chair. At the Board’s first meeting of each calendar year, the members of the Board will nominate members to serve as chair and vice chair. Thereafter, by majority vote, the members of the Board will select from among those nominated a chair and vice chair for that year. The chair of the Board will conduct meetings and sign all documents authorized by the Board. If the chair is unavailable, the vice chair of the Board may conduct meetings and sign documents authorized by the Board. Clerk duties for the Board will be provided by an executive assistant appointed by the Board.

iii) Quorum and Voting

A quorum of the Board will consist of not less than one half of the total members of the Board. Board members participating in a Board meeting electronically will count

toward a quorum and deemed present at the meeting. If less than a majority of the members is present at a meeting of the Board, a majority of members present must adjourn the meeting until a quorum is present. Action of the Board requires a vote by a majority of Board members, not merely the vote of a majority of a quorum. No Board member may vote or otherwise act by proxy at any meeting of the Board. Each member of the Board has one vote.

iv) Meetings

The Board will hold meetings as necessary but must hold no fewer than two meetings per year. Board meetings will be open to the public to the extent required by Utah law governing open and public meetings.

v) Parliamentary Procedure

The Board will adopt bylaws and procedure for the conduct of meetings, and will be empowered to amend the bylaws as needed from time to time.

6) POWERS OF THE CONSORTIUM

The Consortium is empowered to exercise, through its Board the powers delegated to it by the Parties. Subject to Section 24 below, and with the terms in this Section 6 having the meanings given to them in Utah's Solid Waste Management Act, the Parties agree and delegate to the Board the authority to do the following:

- (1) Enter into a short- or long-term agreement to provide for or operate a solid waste management facility with another public entity; a public agency, as defined in Utah Code section 11-13-103; a private person; or a combination of public entities, public agencies, and private persons;
- (2) Levy and collect a fee or charge or require a license as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and/or improvement of a solid waste management facility, including licensing a private collector operating within its jurisdiction;
- (3) Pledge, assign, or otherwise convey as security for the payment of bonds, revenues and receipts derived from the sale or contract or from the operation and ownership of a solid waste management facility or an interest in it;
- (4) Issue a bond according to Title 11, Chapter 14, Local Government Bonding Act;

- (5) Issue industrial development revenue bonds according to Title 11, Chapter 17, Utah Industrial Facilities and Development Act, to pay the costs of financing a project consisting of a solid waste management facility on behalf of an entity that constitutes the users of a solid waste management facility project within the meaning of Section 11-17-2;
- (6) Agree to construct and operate or to provide for the construction and operation of a solid waste management facility project, which project manages the solid waste of a public entity or private person, according to one or more contracts and other arrangements provided for in a proceeding according to which a bond is issued; and
- (7) Issue a bond to pay the cost of establishing reserves to pay principal and interest on the bonds as provided for in the proceedings according to which the bonds are issued.
- (8) Agree that, according to Utah Code section 19-6-505, the exclusive right to collect, transport, and dispose of solid waste within its jurisdiction may be assumed by:
 - a. another public entity;
 - b. a private person; or
 - c. a combination of persons;
- (9) Determine and control the joining of additional municipalities to the Consortium;
- (10) Adopt and Amend bylaws and procedures of the Board and Executive Committee;
- (11) Develop, adopt and amend the budget of the Consortium.
- (12) Act as interface between the third party waste hauler and the several parties of the agreement, including setting a minimum rate for the collection, transportation, and disposition of solid waste within the service area;
- (13) Provide a solid waste management facility to adequately handle solid waste generated or existing within or without the jurisdiction of each Party;
- (14) Assume, by agreement, responsibility for the collection and disposition of solid waste whether generated within or without its jurisdiction;

- (15) Require that solid waste generated within its jurisdiction be delivered to a solid waste management facility;
- (16) Control the right to collect, transport, and dispose of solid waste generated within its jurisdiction;
- (17) Accept and disburse funds derived from a federal or state grant, a private source, or money that may be appropriated by the Legislature for the acquisition, construction, ownership, operation, maintenance, and improvement of a solid waste management facility;
- (18) Contract for the lease or purchase of land, a facility, or a vehicle for the operation of a solid waste management facility;
- (19) Establish one or more policies for the operation of a solid waste management facility, including:
 - a. hours of operation;
 - b. character and kind of wastes accepted at a disposal site;
 - c. any other policy necessary for the safety of the operating personnel;
- (20) Sell or contract for the sale, according to a short or long-term agreement, of usable material, energy, fuel, or heat separated, extracted, recycled, or recovered from solid waste in a solid waste management facility, on terms in its best interest;

7) EXECUTIVE COMMITTEE

The Board will create an Executive Committee composed of four voting members appointed from among the members of the Board, and the County Executive. One member from the North of the service area, selected from among River Heights, North Logan, Hyde Park, and Amalga. One member from the South of the service area, selected from among Paradise, Hyrum, Nibley, and Millville. One member selected from the West of the service area, selected from among Wellsville, Mendon, Newton, Trenton, and Clarkston. One member selected from the Cache County Council. The County Executive will only be able to vote in the event of a tie as a tie breaker. The Executive Committee will be empowered by the Board to execute such matters as are delegated to the Executive Committee. The executive committee will make recommendations to the governing board but will not have power to make final decisions. Notwithstanding any delegation

of powers, the Executive Committee will not have power to set rates, approve budgets, select or contract with waste management companies, change bylaws, make assignments to the executive committee, make capital investments, or approve new members to the Consortium.

8) REGULATIONS AND POLICIES

The Board is empowered to create such regulations and policies as are necessary in the discharge of its purpose, operations, powers, and authority as set forth above. Policies and regulations shall be adopted or repealed as necessary during the regular meetings of the Board. Such regulations and policies duly adopted will be binding on Consortium activities, the provision of waste collection services, and relations with contractors, employees, and the public.

9) BUDGETS

The fiscal period for the Consortium will be an annual period beginning on January 1 of each year and ending December 31 of the same calendar year. The Board must review, approve, and adopt the Consortium's annual budget for the upcoming year no later than December 31 of each year. During the budget year, the Board may amend the budget in any regular meeting or in any special meeting called for that purpose.

10) NOTICE

Any notices or other documents permitted or required to be delivered to the Parties pursuant to this Interlocal Agreement must be delivered to the County at the office of the County Executive and to the other Parties at the offices of their respective City or Town Mayors.

11) INITIAL CAPITAL CONTRIBUTION

For the purpose of funding initial start costs for the Consortium, retaining accounting personnel, securing general liability insurance, and other necessary costs the parties will contribute a per capita amount of \$1.00 per can.

12) WITHDRAWAL

No Party may withdraw from, or terminate its obligations under or participation in, this Interlocal Agreement within the first 12 months of the execution of this agreement, nor prior to the expiration or renewal of the contract with the Third Party Provider. If a Party intends to terminate its obligations under and participation in this

Interlocal Agreement at the expiration or renewal of a contract with a Third Party Provider, the Party must deliver written notice to the other Parties at least 12 months prior to the expiration or renewal of the contract with the Third Party Provider. Termination by one party will not affect the validity of this Interlocal Agreement as to the remaining parties. If a Party that withdraws from this Interlocal Agreement has a representative serving on the Executive Committee at the time of withdrawal, that representative will be deemed to have resigned from the Executive Committee at the time of withdrawal, and a new Executive Committee member from another Party will be appointed to fill out the remainder of the resigned Board member's term. Upon a municipality's withdrawal from the Consortium, if the Consortium has a positive asset and capital balance, the municipality will receive a payout of capital on a per capita basis, with 15% of the asset and capital payout forfeited as a penalty for withdrawal. If the Consortium has a debt balance, the municipality will assume its portion of the debt on a per capita basis, with an additional 15% of the debt assumed, as a penalty for withdrawal.

13) TERMINATION

This Agreement may be terminated by unanimous consent of the parties. If such termination occurs, assets, capital, and debt will be distributed among the parties on a per capita basis, without penalty.

14) SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the remainder of the agreement will not be affected thereby and all other parts of this agreement will nevertheless be in full force and effect.

15) PRIOR AGREEMENTS

This Interlocal Agreement is the entire agreement between the parties. It supersedes all previous oral and written presentations, understandings, and agreements between the Parties respecting the subject matter of this Interlocal Agreement.

16) ASSIGNMENT

No assignment, delegation, transfer, or novation of this Interlocal Agreement or part thereof may be made unless unanimously approved by the Parties.

17) AMENDMENT

This Interlocal Agreement may be amended only by a writing duly executed by all of the Parties under the procedure outlined in Section 25 of this Interlocal Agreement.

18) CONSTRUCTION

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

19) BOOKS AND RECORDS

The Parties shall have reasonable access to the books, records, and accounts of the Consortium. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code section 11-13-209.

20) FILING

This Interlocal Agreement and any subsequent amendments hereto will be filed by Cache County with the Cache County Clerk and by the other Parties with their respective City or Town Clerks.

21) INDEMNIFICATION

Each Party agrees to indemnify and hold the other Parties harmless from and against any and all claims, demands, losses, causes of action, damages, lawsuits, and judgments, including attorney's fees and costs, to the extent that such are caused by or arise out of or relate to its own work, errors, omissions, and/or operations. The Parties agree that by execution of this Interlocal Agreement none of them will be deemed to have waived their statutory defenses of sovereign immunity nor increased their limits of liability as provided for under Utah law.

22) RESERVATION OF RIGHTS

Nothing in this Interlocal Agreement will be deemed or interpreted to prohibit, preclude, or otherwise pre-empt the Parties' rights or abilities to take any lawfully available actions to provide funding or other support for the Consortium.

23) DEFAULT

If a Party breaches the terms of this Agreement, the Board may provide written notice of the default, in accordance with the Notice requirements described above. If the breaching Party does not cure the default within 30 days from the date the notice is sent, the Consortium may terminate this Agreement as to the breaching Party. The Consortium may seek redress to recover all costs and damages resulting from the breach of this

Agreement. Any outstanding funds owed to the breaching Party may be used to offset the damages and costs incurred by the Consortium. The right to offset is not intended to limit the Consortium's right to any other remedy available in law or equity. This paragraph shall not be construed to limit or otherwise constrain any party to this agreement to seek redress for damages incurred as a result of the default or breach of a party to this agreement. The parties reserve their right to exercise any rights at law and equity as a result of any breach.

Failure of the Consortium to exercise its rights in the event of any breach by a Party will not constitute a waiver of such rights.

24) DEBT AND PROPERTY OWNERSHIP

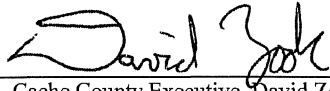
Until January 1, 2028, the Consortium is not authorized to acquire, lease, or create any interest in real or personal property or to incur debt, except that the Board may authorize the purchase of a reasonable amount of office supplies and related items as may be necessary to conduct the day-to-day business of the Consortium. After December 31, 2027, the Consortium is authorized incur debt and to acquire real and personal property in its own name pursuant to Section 6 above. The Consortium's acquisition of property is not a joint acquisition of property by the Parties to this Interlocal Agreement. No real or personal property will be acquired jointly by the Parties because of this Interlocal Agreement.

25) APPROVAL

Each respective Party's participation in this Interlocal Agreement is conditioned upon the approval and execution of this agreement by the Party pursuant to and in accordance with the provisions of the Interlocal Cooperation Act, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Interlocal Cooperation Act. In accordance with Utah Code section 11-13-202.5(3), this Interlocal Agreement must be submitted to the attorney authorized to represent each respective Party for review as to proper form and compliance with applicable law before this Interlocal Agreement may take effect.

IN WITNESS WHEREOF, each party has executed this agreement on the respective signature page of that Party as of the date specified in the signature block.

CACHE COUNTY

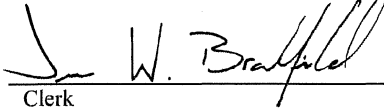


Cache County Executive, David Zook

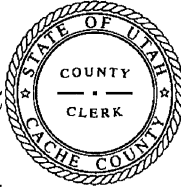
11/23/2022

Date

Attest:



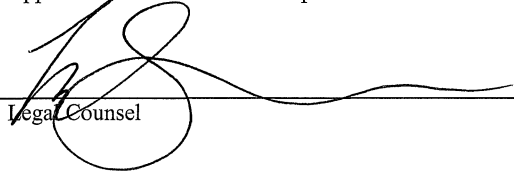
Clerk



11/23/2022

Date

Approved as to form and as compatible with State Law:



Legal Counsel

11/28/2022

Date

TOWN OF AMALGA

Mayor, David Wood

David P Wood

Date

11-23-2022

Attest:

Clerk

Sherrill L. Rette

Date

11/23/2022

TOWN OF CLARKSTON

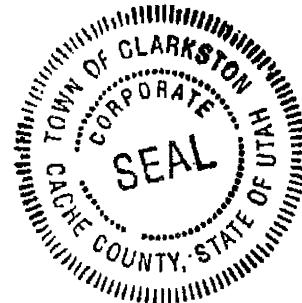
N. Craig Hidalgo 11-15-22
Mayor, Craig Hidalgo Date

Attest:

Kristi Hidalgo 11/15/2022
Clerk Date

Approved as to form and as compatible with State Law:

[Signature] 11/17/22
Legal Counsel Date



CITY OF HYDE PARK

Bryan L. Cox 11-22-22
Mayor, Bryan Cox Date

Attest:

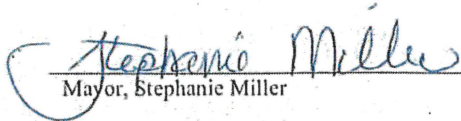
Dorothy Wright 11-22-22
Clerk Date

Approved as to form and as compatible with State

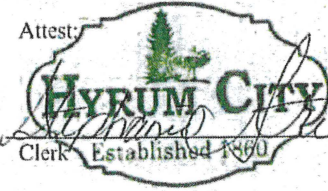
Law:

[Signature] 11-22-2022
Legal Counsel Date

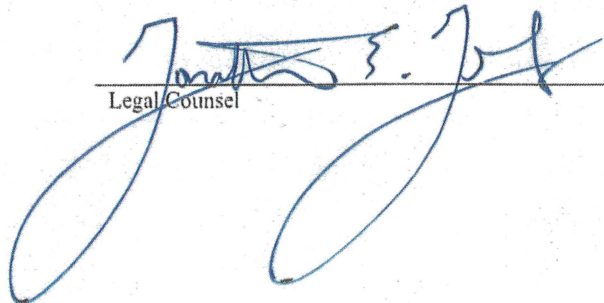
CITY OF HYRUM

 Nov. 19, 2022
Mayor, Stephanie Miller Date

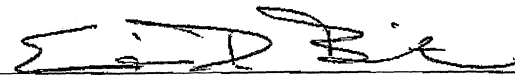
Attest:

 November 18, 2022
Clerk Established 1860 Date

Approved as to form and as compatible with State Law:

 11 / 18 / 2022
Legal Counsel Date

CITY OF MENDON

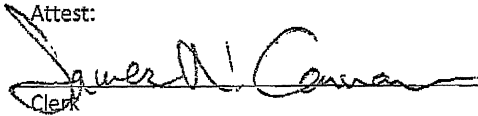


Mayor, Ed Buist

11-21-2022

Date

Attest:



Clerk

11-21-2022

Date

Approved as to form and as compatible with State

Law:



Legal Counsel

11/22/22

Date

CITY OF MILLVILLE




Mayor, David Hair

11/16/22

Date



Attest:

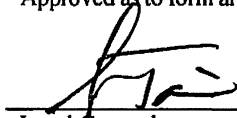


Clerk

11/16/22

Date

Approved as to form and as compatible with State Law:



Legal Counsel

11/16/22

Date

TOWN OF NEWTON

Mike Benson Date 11-21-2022
Mayor, Mike Benson

Attest:

Karla R. Ferguson Date 11/21/2022
Clerk

Approved as to form and as compatible with State Law:

Karin Date 11/22/22
Legal Counsel

CITY OF NIBLEY

LARRY JACOBSEN 17 Nov 2022
Mayor, Larry Jacobsen Date

Attest:

Cheryl Bodily 11.17.22
Clerk Date

Approved as to form and as compatible with State Law:

[Signature] 11-22-2022
Legal Counsel Date

CITY OF NORTH LOGAN

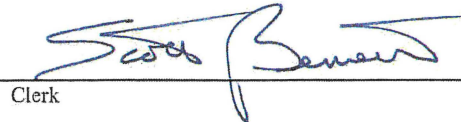


Mayor, Lindsay Peterson

November 17, 2022

Date

Attest:



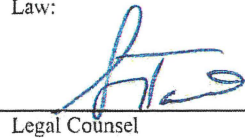
Clerk

11/17/2022

Date

Approved as to form and as compatible with State

Law:

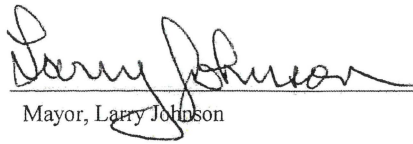


Legal Counsel

11/17/22

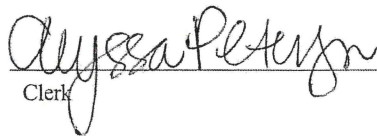
Date

CITY OF PARADISE


Mayor, Larry Johnson

11/23/22
Date

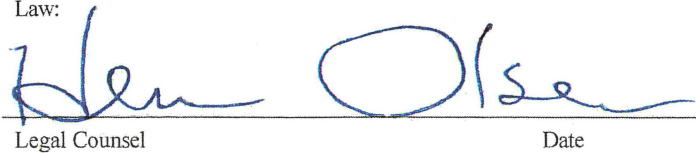
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Clerk

11-23-2022
Date

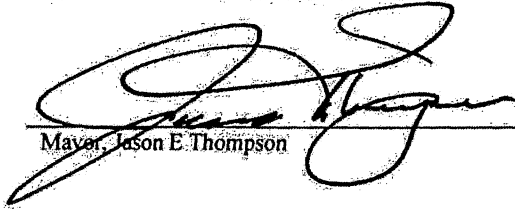
Approved as to form and as compatible with State

Law:


Legal Counsel

11-22-22
Date

CITY OF RIVER HEIGHTS


Mayer, Jason E. Thompson

11/15/2022
Date

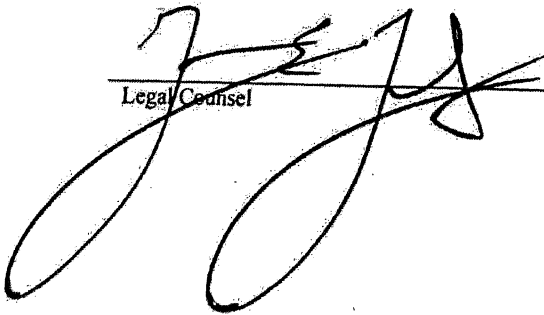
Attest:


Clerk

11/15/22
Date

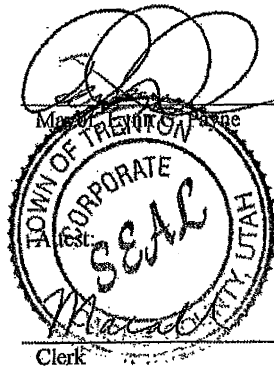
Approved as to form and as compatible with State

Law:


Legal Counsel

11/23/22
Date

TOWN OF TRENTON



Date 11-14-22

Date 11-14-22

Approved as to form and as compatible with State Law:

Legal Counsel

Date 4/21/22

CITY OF WELLSVILLE

Thomas S. Bailey 11/18/22
Mayor, Thomas Bailey Date

Attest:

[Signature] 11/18/22
Clerk Date

Approved as to form and as compatible with State

Law:

[Signature] 11/18/22
Legal Counsel Date

EXHIBIT "B" TO NOTICE OF BOUNDARY ACTION