



CACHE COUNTY COUNCIL

**Cache County Council Regular Meeting  
Media Packet**

June 23, 2026

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



199 NORTH MAIN STREET  
LOGAN, UT 84321  
435-755-1840  
[www.cachecounty.gov](http://www.cachecounty.gov)

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**PUBLIC NOTICE** is hereby given that the County Council of Cache County, Utah will hold a **WORKSHOP MEETING** at **4:00 p.m.** and a **REGULAR COUNCIL MEETING** at **5:00 p.m.** in the Cache County Historic Courthouse Council Chambers, 199 North Main Street, Logan, Utah 84321, on **Tuesday, June 23, 2026.**

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

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## **CACHE COUNTY COUNCIL AGENDA**

### **COUNCIL WORKSHOP – 4:00 p.m.**

- 1. Call To Order**
- 2. Utah Developmental Disabilities Council (UDDC) Rural Transportation Initiative and 5-Year Plan**
  - Elizabeth Oseguera, UDDC Executive Director
  - Avery Walsh, Bright Star Consulting Operations Consultant
- 3. Call To Order**

### **REGULAR COUNCIL MEETING – 5:00 p.m.**

- 1. Call To Order**
- 2. Opening Remarks** – Council Member David Erickson
- 3. Review and Approval of Agenda**
- 4. Review and Approval of Minutes**
  - a. 06-09-2026 County Council Workshop Minutes
  - b. 06-09-2026 County Council Regular Meeting Minutes
- 5. Report of the County Executive**
  - a. Appointments
  - b. Other Items
- 6. Items of Special Interest**
  - a. Bear River Health Department Revised Interlocal Agreement
    - Jordan Mathis, BRHD Director
  - b. Consideration of Appointment of Trevor Cook as Bear River Health Department Behavioral Health Director
    - Jordan Mathis, BRHD Director

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In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Janeen Allen at 435-755-1850 at least three working days prior to the meeting.

**7. Public Hearings – 5:30 p.m.**

**a. Schedule Public Hearings for July 14, 2026 (at or about) 5:30 PM:**

- i. Resolution 2026-21 – A Resolution Opening and Amending the Cache County 2026 Budget (Fourth Amendment)

**8. Initial Proposals for Consideration of Action**

**a. Ordinance 2026-27 – Establishing and Amending the Electronic Meetings Procedures of the Cache County Council**

- Andrew Erickson, Cache County Council Policy Analyst

**b. Ordinance 2026-32 – Establishing a Temporary Moratorium on the Development of Data Centers**

- Brian Abbott, Cache County Development Services Director

**c. Resolution 2026-22 – Approving the Redrafted Multicounty United Local Health Department Interlocal Agreement**

- Jordan Mathis, BRHD Director

**d. Resolution 2026-23 – Approving Amendment No. 1 To The Logan-Cache Airport Authority Interlocal Agreement**

- Dane Murray, Cache County Attorney

**9. Pending Items**

**a. Resolution 2026-06 – Removal of Certain Class B Road Segments from Cache County's Class B Road System**

**10. Other Business**

**a. Schedule Council Meeting to Canvass the June 23, 2026 Primary Election Results**

**b. Special USACC Conference** June 24, 2026

**c. UAC Justice Summit** June 25, 2026

d. Hyrum Independence Day Parade July 4, 2026 @ 10:00 AM

e. Lewiston Independence Day Parade July 4, 2026 @ 10:00 AM

f. Hyde Park Hometown Days Parade July 18, 2026 @ 10:00 AM

g. North Logan City Pioneer Day Parade July 24, 2026 @ 10:00 AM

h. Logan City Pioneer Day Parade July 24, 2026 @ 10:00 AM

**11. Council Member Reports**

**12. Adjourn**

- Next Scheduled Regular Council Meeting: July 14, 2026 @ 5:00 PM

  
Sandi Goodlander, Council Chair

## CACHE COUNTY COUNCIL WORKSHOP MEETING

**JUNE 9, 2026 at 3:30 p.m. - Cache County Chamber at 199 North Main, Logan, Utah.**

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

**MEMBERS PRESENT:** Vice Chair Kathryn Beus, Councilmember JoAnn Bennett, Councilmember Nolan Gunnell, Councilmember Mark Hurd, Councilmember David Erickson.

**MEMBERS EXCUSED:** Chair Sandi Goodlander, Councilmember Keegan Garrity.

### Call to Order 3:30p.m.

[0:00:00](#) Vice Chair Kathryn Beus called the workshop to order and welcomed attendees, noting that Councilmembers David Erickson and Mark Hurd would be arriving later due to work commitments and Chair Sandi Goodlander was absent. The purpose of the workshop was an informal update on the open space program and a request for council guidance on key policy areas.

[0:00:42](#) COSAC Chair Chris Sands noted that 11 months had passed since the council and COSAC last met. He outlined the agenda, emphasizing a brief program overview, a GIS utility presentation by county staff, and an open request for council guidance on specific policy issues. Chris introduced state and non-profit partners in attendance, including Jeremy Christensen with the Utah Department of Agriculture and Food (UDAF) and Gabe Murray with the Bear River Land Conservancy.

[0:03:20](#) Sands provided an overview of COSAC's history, explaining that the committee was established following the citizen-approved open space bond in November 2022. Over approximately 30 months, the committee has held more than 52 meetings and began officially processing land applications in January 2024. Sands explained the committee's two-round approval process. He explained that trail funding projects follow an identical two-round process but use distinct evaluation criteria centered on trail connectivity, master plan alignment, and securing easements from willing landowners.

[0:08:38](#) Sands detailed program statistics from the past two and a half years, reporting that 20 potential projects representing over 2,000 acres of private land have come before the committee.

[0:12:51](#) Seneca Francis presented a live demonstration of the county's newly developed digital GIS Story Map and analytical dashboard. The tool consolidates public project tracking, documenting score sheets, approval dates, packet details, funds spent from county coffers, and money promised in Round 2. The mapping system archives at least 17,000 acres of pre-existing conservation easements established across Cache County over the last 25 years (held by entities such as PacifiCorp, the Division of Wildlife Resources, and private owners), allowing the county to strategically target and expand contiguous conservation zones.

[0:19:10](#) Sands requested council guidance on three major topics:

[0:20:07](#) The County's Role in Open Space: Evaluating three tiers of involvement: remaining a strict funding partner (Level 1), utilizing county staff or hired services to actively facilitate stalled projects lacking external entity support (Level 2), or acting directly as a perpetual easement holder responsible for long-term monitoring and legal defense investments (Level 3).

[0:22:02](#) Small Parcel Funding: Addressing ongoing pre-applications under 50 acres located inside urban communities (e.g., North Logan, Smithfield, Hyde Park).

[0:24:06](#) Greenbelt Rollback Taxes: Exploring whether collected rollback taxes can fund standalone open space selections or combine with bond funds to protect dryland agricultural projects that fail to qualify for federal prime farmland parameters.

[0:26:44](#) The council discussed the legal parameters of greenbelt rollback taxes. Jeremy Christensen, from UDAF, explained the state mandate requires counties to retain 100% of collected greenbelt rollback taxes in a separate, dedicated land conservation account. If funds remain unspent after 10 years, they revert to the state-administered LeRay McAllister Fund to be distributed statewide.

[0:34:04](#) Council and committee members debated long-term conservation strategies. Council members spoke in favor of prioritizing development right purchases over direct fee-title acquisitions, noting that easements allow the county to gain a larger geographic footprint per dollar. Council discussed federal funding and the potential future availability of those funds. Council and committee talked about the efficacy of small, urban parcels in municipalities and small parcels adjacent to county-owned properties. The council reviewed the financial efficacy of the Wellsville water protection zone and discussed potential liquidation options for the Shupe property purchase, suggesting the county place a restrictive easement on the mountain ground and sell it back to private or state wildlife entities to replenish the bond fund.

[0:53:56](#) Executive George Daines proposed expanding valley trail networks by evaluating partnerships with SITLA to acquire rights-of-way in mountain lands at forest prices. Chris Sands clarified that while bond funds can legally purchase trail easements, they cannot fund trail construction.

[0:58:04](#) Council requested that COSAC actively reach out to local municipalities to gauge their willingness to financially or structurally co-match small urban parcel projects that lack broad countywide significance. The council recommended adding a specific scoring table metric evaluating municipal engagement and utility participation. The council referred the policy formulation and structural usage of the HB 237 Greenbelt Rollback Tax to the Ordinance and Policy Committee for formal vetting. Chris Sands defined conservation easements for the council.

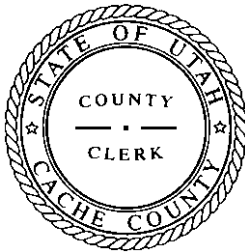
**Adjourn: 4:30 PM** [1:09:27](#)

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

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



## CACHE COUNTY COUNCIL

June 9, 2026 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:** Vice Chair Kathryn Beus, Councilmember David Erickson, Councilmember JoAnn Bennett, Councilmember Nolan Gunnell, Councilmember Mark Hurd.

**MEMBERS EXCUSED:** Chair Sandi Goodlander, Councilmember Keegan Garrity.

**STAFF PRESENT:**

**OTHER ATTENDANCE:**

1. **Call to Order 5:00p.m.** – [0:00:01](#) Vice Chair Kathryn Beus called the council meeting to order and noted the absences of Chair Sandi Goodlander and Councilmember Keegan Garrity.
2. **Opening Remarks and Pledge of Allegiance** – [0:00:26](#) Councilmember Mark Hurd offered the opening remarks, expressing gratitude for national freedoms, encouraging attendees to thank military veterans, and offering a prayer for the community, constitutional protections, law enforcement, and military service members. The council and audience recited the Pledge of Allegiance.
3. **Review and Approval of Agenda** [0:02:49](#)  
**Action:** Motion made by Councilmember Nolan Gunnell to approve agenda; seconded by Councilmember David Erickson.  
**Motion passes.**  
**Aye: 5** David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett  
**Nay: 0**  
**Absent: 2** Sandi Goodlander, Keegan Garrity
4. **Review and Approval of Minutes** [0:03:05](#) The council reviewed the workshop and regular meeting minutes from May 26, 2026. Vice Chair Kathryn Beus abstained from the vote due to her absence at the last meeting.  
**Action:** Motion made by Councilmember David Erickson to approve the regular council meeting minutes and the council workshop minutes from May 26, 2026; seconded by Councilmember Nolan Gunnell..  
**Motion passes.**  
**Aye: 4** David Erickson, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett  
**Nay: 0**  
**Abstain: 1** Kathryn Beus  
**Absent: 2** Sandi Goodlander, Keegan Garrity
5. **Report of the County Executive** [0:03:24](#) Executive George Daines reported that his office had no new appointments to present. He stated that a significant portion of executive staff time was being dedicated to resolving fire board issues.
6. **Items of Special Interest**
  - a. Presentation of the 2026 Cache County Royalty [0:03:50](#) the members of the 2026 Cache County Rodeo Royalty introduced themselves to the council.  
Reese Page – Fair and Rodeo Queen  
Hadley Thompson – First Attendant  
Breanna Bassett – Second Attendant  
Dixie Christensen – Junior Queen  
Marlee Hall – Princess

Indiana Earl – Junior Princess

- i. Proclamation 2026-03 – A Proclamation Recognizing and Honoring the 2026 Cache County Rodeo Royalty [0:09:40](#) Vice Chair Kathryn Beus read Proclamation 2026-03 recognizing and honoring the 2026 Cache County Rodeo Royalty Court for their leadership, poise, and community representation.

**Action:** Motion made by Councilmember Nolan Gunnell to approve Proclamation 2026-03; seconded by Councilmember David Erickson.

**Motion passes.**

**Aye:** 5 David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett

**Nay:** 0

**Absent:** 2 Sandi Goodlander, Keegan Garrity

- b. VAWA, VOCA and UVSP Grant Reports [0:13:57](#) Andrew Crane, Deputy County Attorney, presented the semi-annual Violence Against Women Act (VAWA) grant update. The office utilizes three specialized prosecutors and two dedicated investigators. Crane warned that shifting federal allocations might result in decreased funding for the next two-year cycle. Case tracking metrics from 2024 to 2025 indicated a substantial increase in special victim case reviews and investigations across the board. [0:17:37](#) Sara Owen, Victim Advocate Supervisor, provided a personnel and workload breakdown funded by the Victims of Crime Act (VOCA) and the Utah Victim Services Provider (UVSP) grants. The office employs six full-time coordinators, a bilingual advocate, and an executive assistant. Owen reported serving 654 total victims in Q2 (Oct-Dec 2025) and 688 victims in Q3 (Jan-Mar 2026), stating that these numbers were according to the federal guidelines on tracking. She shared that, in her personal opinion, the true numbers are much larger. She reviewed a multi-year case summary to illustrate the long-term legal and personal support required for victims navigating child sexual assault disclosures, trials, and state appeals. [0:24:14](#) Scott Bodily, Children's Justice Center Coordinator, described the center's role as the primary evidence collection and child-friendly interview point for child abuse investigations across Cache and Rich Counties, alongside medical contracts with Primary Children's Medical Center. Bodily reported a steep rise in metrics following a team training in January 2026. The center's caseload increased from an average of 20 interviews per month in 2025 to 27 per month in 2026, with total individuals served climbing from 190 to 243 monthly. [0:28:28](#) Dane Murray, Cache County Attorney, reviewed case tracking totals from June 1, 2025 to May 31, 2026. Special victims cases rose to 643, significantly exceeding the previous three-year average of 410 cases. Murray noted that while general law enforcement submittals dropped from 3,029 to 2,659, offenses against special victims (sex offender violations, elder abuse, internet crimes against children) scaled up. He announced that Cache Valley's Domestic Violence Response Team is currently implementing an evidence-based Domestic Violence High-Risk Team framework modeled after the national Jeanne Geiger Institute standard. This protocol uses local lethality assessment protocols (LAP) to predict and intercept escalating partner violence. In response to a question from Councilmember David Erickson, Murray addressed the reality of shrinking federal VOCA grants, noting that statewide domestic violence figures continue to rise at a consistent 3% baseline rate.

## 7. Public Hearings

### a. Hold Public Hearings at 5:30 PM:

- i. Ordinance 2026-30 – Wellsville Safe Storage 2 Rezone [0:39:28](#) Development Services Director Brian Abbott presented a request to rezone 8 acres located off Highway 89/91, directly north of the American West Heritage Center, from Agricultural (A10) to Commercial (C). Abbott recalled that a previous industrial rezone request for the same parcel was denied in March 2026. He noted the Planning Commission recommended denial of the commercial request on a 5-2 vote on May 21, 2026, citing land-use inconsistencies with surrounding agricultural buffers and formal opposition from Utah State University and the American West Heritage Center. [0:43:05](#) Travis Baldwin, applicant, presented a couple of proposed solutions to blend the development into the surrounding landscape, such as earthen berms, tall shrubs, river rock, and earth-toned building colors and provided the council with AI mock-ups of the various solutions. He explained that the

request was altered from industrial to commercial to address past feedback from the council. He described himself as a good neighbor and not wanting to create an eyesore. He noted his business had donated to the American West Heritage Center for the last 15 years. [0:45:40](#) Margaret Bosworth, part-owner of the property, expressed frustration that neither the Heritage Center nor USU had ever approached the family to purchase the 8-acre parcel. She advocated for private property rights and avoiding lost revenue for their family. [0:47:46](#) Deborah Van Noy suggested that the landowners evaluate a conservation easement to protect the gateway view corridor while generating alternative family revenue. [0:48:36](#) Mike Baldwin, co-developer, stated that the parcel's smaller size limits its financial feasibility under a conservation easement compared to development. He reported that nearby commercial storage facilities are entirely full and highlighted that several Planning Commission members spoke strongly in favor of the family's property rights.

**Action:** Motion made by Councilmember David Erickson to close public hearing on Ordinance 2026-30; seconded by Councilmember Nolan Gunnell.

**Motion passes.**

**Aye: 5** David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett

**Nay: 0**

**Absent: 2** Sandi Goodlander, Keegan Garrity

- ii. Ordinance 2026-31 – Richmond City Creek Rezone [0:51:43](#) Brian Abbott presented a request to rezone 7.58 acres across two parcels, located south of Richmond at 9000 North and Highway 91, from Agricultural (A10) to Industrial (I). Abbott noted the adjacent Lower Foods parcel to the north was zoned industrial earlier in the year. The Planning Commission recommended approval with a unanimous 7-0 vote on May 21, 2026, and Richmond City provided zero objections. [0:53:32](#) Judson Eades, who is under contract to purchase the property, clarified that the intended use is not a data center. He operates Adrenalin Industries and plans to build off-road expedition motorhomes.

**Action:** Motion made by Councilmember Nolan Gunnell to close public hearing on Ordinance 2026-30; seconded by Councilmember David Erickson.

**Motion passes.**

**Aye: 5** David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett

**Nay: 0**

**Absent: 2** Sandi Goodlander, Keegan Garrity

- iii. Resolution 2026-17 – Opening and Amending the Cache County 2026 Budget (Third Amendment) [0:54:50](#) County Auditor Matt Funk presented the standard second-quarter budget opening. The amendment books approximately \$1 million in intergovernmental grant revenues against \$6.3 million in new expenditures. At least \$4 million of the expenditure total is drawn directly from regional RAPZ tax funds, resulting in a net General Fund balance increase of \$177,000.

**Action:** Motion made by Councilmember Nolan Gunnell to close public hearing on Ordinance 2026-30; seconded by Councilmember David Erickson.

**Motion passes.**

**Aye: 5** David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett

**Nay: 0**

**Absent: 2** Sandi Goodlander, Keegan Garrity

## 8. Initial Proposals for Consideration of Action

- a. **Ordinance 2026-30 – Wellsville Safe Storage 2 Rezone** [0:56:26](#) The council questioned Brian Abbott regarding site layout and logistics. Abbott confirmed the property has no direct frontage along US 89/91, and access requires

turning onto a minor county road that the developer would be legally mandated to upgrade at personal expense. Council members discussed traffic safety concerns regarding left-hand turns onto the highway during peak American West Heritage Center events. Vice Chair Kathryn Beus confirmed that the applicant had not attempted to incorporate into Wellsville City. She and Councilmember David Erickson voiced concern over inserting a commercial footprint into a highly prioritized heritage and open space gateway, though she said she would ultimately vote to uphold the property owner's rights. Councilmember JoAnn Bennett spoke in support of the rezone, noting the massive visual presence of existing agricultural structures and the nearby Pallets of Utah building. Councilmember JoAnn Bennett moved to suspend rules and approve the ordinance, with Councilmember Mark Hurd seconding. Councilmember Nolan Gunnell shared that he has been torn between supporting open spaces and upholding property rights, but will ultimately side with the property rights. Executive George Daines requested that the council delay action until a full 7-member quorum was present to handle the contentious item.

**Action:** Motion made by Councilmember JoAnn Bennett to suspend rules and approve Ordinance 2026-30; seconded by Councilmember Mark Hurd.

**Motion passes.**

**Aye:** 4 Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett

**Nay:** 1 David Erickson

**Absent:** 2 Sandi Goodlander, Keegan Garrity

- b. **Ordinance 2026-31 – Richmond City Creek Rezone** [1:08:30](#) The council clarified that the industrial parcel was near the Lowers industrial parcels and would not maintain an active access point directly off Highway 91, pulling instead from 9000 North ("Whiskey Lane").

**Action:** Motion made by Councilmember David Erickson to suspend rules and approve Ordinance 2026-31; seconded by Councilmember Nolan Gunnell.

**Motion passes.**

**Aye:** 5 David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett

**Nay:** 0

**Absent:** 2 Sandi Goodlander, Keegan Garrity

- c. **Resolution 2026-17 – Opening and Amending the Cache County 2026 Budget (Third Amendment)** Item 8c was inadvertently skipped and returned to after items 8d and 8e.
- d. **Resolution 2026-19 – Providing Round One Approval to the Birch Canyon Weed & Seed Coop Open Space Application** [1:10:27](#) Chris Sands, COSAC Chair, presented a phase-one request for a small parcel directly bordering the northern edge of the county's recently acquired Shupe open space land. Birch Creek and Birch Canyon Road run through the property. The application scored 49 out of 100 on the bond criteria, earning high marks for wildlife habitats. Executive George Daines questioned whether the conservation easement would restrict regional bicycle or vehicle access along Birch Canyon Road. Sands clarified that county road rights remain unchanged and open to all 19 current user groups; the proposed bicycle restrictions would strictly apply to newly constructed private trails on the interior of the property to safeguard native habitats. Sands noted that due to its size, the project would not attract NRCS funding, meaning the county, a local municipality like Smithfield City, or the DWR would likely act as the primary easement holder.

**Action:** Motion made by Councilmember David Erickson to approve Resolution 2026-19; seconded by Councilmember Mark Hurd.

**Motion passes.**

**Aye:** 5 David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett

**Nay:** 0

**Absent:** 2 Sandi Goodlander, Keegan Garrity

- e. **Resolution 2026-20 – Providing Round One Approval to the Willow Ranch Open Space Application** [1:25:46](#) Chris Sands presented a phase-one request for over 100 acres spanning two parcels along Center Street, partnering directly with the Utah Agricultural Land Trust. Sands noted that the ranch forms the direct western visual backdrop when looking down Center Street from downtown Logan. The property has been farmed by the same family for 150 years and features active beaver dams, moose, and a prescriptive easement connecting to US Forest Service lands. The application scored a high 58 out of 100 on bond criteria.

**Action:** Motion made by Councilmember David Erickson to approve Resolution 2026-20; seconded by Councilmember Nolan Gunnell.

**Motion passes.**

**Aye:** 5 David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett

**Nay:** 0

**Absent:** 2 Sandi Goodlander, Keegan Garrity

- c. **Resolution 2026-17 – Opening and Amending the Cache County 2026 Budget (Third Amendment)** [1:32:21](#) Auditor Matt Funk explained that the 19-page amendment handles 40 individual items. He emphasized that the timely integration of \$5.1 million in RAPZ tax allocations allowed the county to roll back planned general fund expenditures, successfully returning \$177,000 to the county general fund. He also noted a major airport capital improvement project listed in the opening is 5% funded by the FAA, and the county has funds for the remainder. Total countywide expenditures adjust from \$133 million to \$140 million.

**Action:** Motion made by Councilmember Nolan Gunnell to approve Resolution 2026-17; seconded by Councilmember David Erickson.

**Motion passes.**

**Aye:** 5 David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett

**Nay:** 0

**Absent:** 2 Sandi Goodlander, Keegan Garrity

## 9. Pending Action

- a. **Resolution 2026-06 – Removal of Certain Class B Road Segments from Cache County's Class B Road System** [1:36:45](#) Executive George Daines provided an infrastructure update following the council's April 21st approval allowing a developer to connect to the county highway. River Heights City has officially accepted a preliminary plat for the subdivision. Daines noted that River Heights engineers will submit formal highway connection designs to County Public Works Director Matt Phillips within two to three months, and recommended moving the item out three months. Daines also reported that Millville City must correct sinking trenches from past utility pipe cuts before the county completes regional chip-and-seal work. Additionally, Providence City has ordered and funded new school crossings to manage a middle-to-elementary school building transition, pending a safety review by Matt Phillips. Vice Chair Kathryn Beus asked Policy Analyst Andrew Erickson to formally add the files from Executive Daines into the meeting record.
- b. **Ordinance 2026-21 – Amending Chapter 17.14 on the Resort Recreation (RR) Zone** [1:41:46](#) Brian Abbott, Development Services Director, reported that department staff met with Chair Goodlander and Andrew Erickson to resolve lingering text concerns. He verified that the changes made were strictly structural and numerical reformatting rather than substantive policy updates, meaning a return to the Planning Commission was legally unnecessary. Councilmember Nolan Gunnell moved to approve the Ordinance, with Councilmember David Erickson seconding. Council debated operational enforcement as oversight transitions from individual legislative development agreements to strict compliance with the multi-page Powder Mountain Master Plan. Curt Webb, Deputy Executive, detailed that the parcel currently generates only \$25,000 in annual property tax, which represents a minimal windfall, but explained that the county is insulated from long-term infrastructure liabilities because the

resort must fully finance and annex water, sewer, and fire services into special service districts managed by Weber Fire. Webb clarified that the Cache County School District retains its full tax base portion, and the county will only pay the Weber County School District on a strictly audited per-student basis if permanent resident children require out-of-county schooling. Webb confirmed that Weber Fire would have taxing authority over the Powder Mountain areas, after an agreement is reached with the Cache Fire District.

**Action:** Motion made by Councilmember Nolan Gunnell to approve Ordinance 2026-21; seconded by Councilmember David Erickson.

**Motion passes.**

**Aye:** 4 David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd

**Nay:** 1 JoAnn Bennett

**Absent:** 2 Sandi Goodlander, Keegan Garrity

#### 10. Other Business [1:56:19](#)

##### a. UAC Justice Summit

June 26, 2026

Vice Chair Kathryn Beus noted that representation from Cache County—including Sandi Goodlander, the County Attorney, and the County Sheriff—will attend the upcoming UAC Justice Summit in Murray on June 26, 2026.

- |  |                          |
|--|--------------------------|
| b. Nibley Heritage Days Parade         | June 20, 2026 @ 10:00 AM |
| c. Hyrum Independence Day Parade       | July 4, 2026 @ 10:00 AM  |
| d. Lewiston Independence Day Parade    | July 4, 2026 @ 10:00 AM  |
| e. Hyde Park Hometown Days Parade      | July 18, 2026 @ 10:00 AM |
| f. North Logan City Pioneer Day Parade | July 24, 2026 @ 10:00 AM |
| g. Logan City Pioneer Day Parade       | July 24, 2026 @ 10:00 AM |

#### 11. Council Member Reports

**Nolan Gunnell** – [1:58:06](#) Reported a committee directive instructing Development Services to tweak and deploy the county subdivision plan alongside ongoing water security strategies. He also requested that staff begin drafting a policy framework governing county short-term residential rental units.

**Kathryn Beus** – [1:59:09](#) Reported her attendance at a multi-divisional wildland fire drill hosted by Chief Brady George up Blacksmith Fork Canyon. She also reported hosting a well-attended, two-hour listening workshop where local fire department employees could safely voice operational feedback regarding the fire district. She also discussed participating in an emergency UAC call centered on local data center footprints.

**David Erickson** – [2:05:02](#) Detailed the high-stress public messaging and zoning challenges experienced by Box Elder County commissioners and urged the council to approach incoming development applications with an open, analytical mindset. He noted that many moving pieces are currently treated as high priorities that could be handled more methodically.

**Mark Hurd** – [2:07:10](#) Announced an upcoming O&M meeting on Friday to review the regional airport authority interlocal agreement. He reported that he continues to represent Cache County across a five-county bloc on the Northern Utah Outdoor Recreation Initiative board and will attend a workshop on Monday the 15th to capture funding recommendations for local outdoor recreation projects.

**JoAnn Bennett** – [2:08:30](#) Reported on an informal meeting she attended with former state representative, Tyler Clancy, from GOED, held at the CAPSA headquarters in Logan. Several agency directors were present and a tour was conducted of the facility. Later in the afternoon some of the directors presented reports of the level and extent of the services they handle. She shared that it is evident that funding is limited and inadequate to address the needs in our community.

[2:09:24](#) County Clerk Bryson Behm was invited to present a Republican primary election update. Behm reported an initial turnout of 3,000 cast ballots so far. He urged the public to vote and announced that early voting windows would run Monday through Thursday, 12:00 p.m. to 6:00 p.m., from June 15-18.

**Adjourn: 7:10 PM** [2:10:22](#)

**Action:** Motion made by Councilmember Nolan Gunnell to adjourn; seconded by Councilmember JoAnn Bennett.

**Motion passes.**

**Aye: 5** David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Keegan Garrity, Mark Hurd, JoAnn Bennett

**Nay: 0**

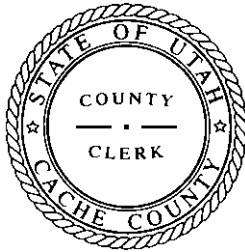
**Absent: 2** Sandi Goodlander, Keegan Garrity

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

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



# Multicounty United Local Health Department Interlocal Agreement

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2026

On the \_\_\_ day of \_\_\_\_\_ 2026, Box Elder County, Cache County, and Rich County (referred to individually as the "County" and collectively as the "Counties"), each being a political subdivision of the State of Utah, have entered into this Interlocal Agreement to formally establish the Bear River Health Department (referred to as the "Department"). The purpose of this agreement is to provide public health, mental health, and substance abuse services more efficiently and to ensure quality and effective services for the citizens of these counties.

## RECITALS

**WHEREAS**, each party is a county of the State of Utah, and through their respective governing bodies and as their local mental health authorities and local substance abuse authorities, are authorized by [Utah Code, Title 26A \(the "Local Health Authorities Act"\)](#) and [Title 17, Chapter 77 \(the Local Health and Human Services Act\)](#) to provide public health, mental health, and substance abuse programs to their respective counties;

**WHEREAS**, [Utah Code Title 11, Chapter 13, \(the Interlocal Cooperation Act\)](#) permits the Counties to cooperate with each other to create interlocal entities to more efficiently provide governmental facilities, services, and improvements to the general public;

**WHEREAS**, each county within the State of Utah is required to create and maintain a local health department under the provisions of [the Local Health Authorities Act](#), and [the Local Health Authorities Act](#) expressly authorizes two or more contiguous counties to unite to create and maintain a multicounty united local health department;

**WHEREAS**, the Department was created by the Counties as a local health department created, organized, and validly existing pursuant to state law;

**WHEREAS**, [the Local Health Authorities Act](#) requires a multicounty united local health department to administer the programs and services of a local health department, mental health authority, and substance abuse authority;

**WHEREAS**, the Counties desire to confirm, reaffirm, and ratify the creation of the Department as a multicounty united local health department under [the Local Health Authorities Act](#) and [the Interlocal Cooperation Act](#), and to hereby memorialize such creation;

**WHEREAS**, the Counties are each committed to maintaining the Department as the multicounty united local health department within and for the benefit of the Counties;

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**WHEREAS**, the legislative body of each of the Counties determined that structuring the Department as a multicounty united local health department will enhance the public health, sanitation, public welfare, and economic base of each of the Counties;

**WHEREAS**, the Counties desire to jointly qualify for and obtain funding from the Utah Department of Health and Human Services for mental health and substance abuse services through the Department;

**WHEREAS**, the Counties desire to monitor, review, and evaluate the performance of and compliance with all contracts for funding of mental health and substance abuse services through the Department;

**WHEREAS**, the Counties desire the Department to qualify for, obtain, allocate, and administer such funding, and to perform such other tasks for the Counties; and

**WHEREAS**, this Interlocal Agreement shall not become effective until it is first approved by resolution of the legislative body of each of the Counties as evidenced by the execution hereof by the appropriate officers of said Counties;

**NOW, THEREFORE**, the Counties declare and agree to continue the existence of the Department as an interlocal entity and restructure it to be a multicounty united local health department with the following terms and conditions:

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## 1. DEFINITIONS AND INTERPRETATIONS.

- 1.1. **Meanings and Construction.** The following terms, for all purposes of this agreement and any amendments hereto, shall have the meaning herein set forth:
- 1.1.1. "Interlocal Agreement" shall mean this interlocal cooperative agreement and any amendments and supplements thereto.
  - 1.1.2. "Appropriation Committee" shall mean a committee consisting of one representative from the Legislative Body of each participating county, the Board of Health Chairperson, the Local Health Officer, and the Department Senior Support Officer.
  - 1.1.3. "Behavioral Health or Behavioral Health Programs" shall mean the comprehensive integration of Substance Abuse and Mental Health programs and services as outlined in [the Local Human Services Act](#).
  - 1.1.4. "Board of Health" shall mean the Department's governing body or the Bear River Board of Health.
  - 1.1.5. "Counties" shall mean collectively Box Elder County, Cache County, and Rich County, and their successors.
  - 1.1.6. "Legislative Body or Legislative Bodies" shall mean one or all participating county governing bodies as defined by [Utah Code 26A-1-102\(2\)](#).
  - 1.1.7. "Public Health Programs" shall mean public health programs and services described in [the Local Health Authorities Act](#), excluding any programs and services that include Substance Abuse and Mental Health programs.
- 1.2. **Interpretations.** This Interlocal Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:
- 1.2.1. definitions include both singular and plural; and
  - 1.2.2. pronouns include both singular and plural and cover both genders.

## 2. FORMATION, POWERS, AND DUTIES.

- 2.1. **Formation.** This Interlocal Agreement reaffirms the creation of the Department, an interlocal entity formed by the Counties in May of 1971, and restructures the Department as a multicounty united local health department. Pursuant to [Utah Code 11-13-203\(1\)](#), the Department is separate from the Counties, a body politic and corporate, and a political subdivision of the state. It shall have the power to perform all functions consistent with those of a multicounty united local health department as described in [the Local Health Authorities Act](#).
- 2.2. **Powers.** The powers of the Department shall be as follows:
- 2.2.1. Have all applicable powers permitted and outlined in the [Local Health Department Act](#) necessary to provide Public Health Programs;
  - 2.2.2. Have all applicable powers permitted and outlined in the [Interlocal Cooperation Act](#); and
  - 2.2.3. Have all applicable powers permitted and outlined in the [Local Human Services Act](#).
- 2.3. **Duties.**
- 2.3.1. **Cary out** all applicable duties permitted and outlined in the [Local Health Department Act](#) necessary to provide Public Health Programs;

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- 2.3.2. Carry out all applicable duties permitted and outlined in the [Interlocal Cooperation Act](#); and
  - 2.3.3. Carry out all applicable duties permitted and outlined in the [Local Human Services Act](#).
    - 2.3.3.1.1. ;
    - 2.3.3.1.2. Develop, oversee, and administer all contracts for Behavioral Health Programs;
    - 2.3.3.1.3. Establishing mechanisms to allow for direct citizen input into Behavioral Health Programs; and
    - 2.3.3.1.4. Oversee the development and implementation of a fully integrated local substance abuse and mental health treatment and prevention area plan that emphasizes the delivery of services as mandated by [the Local Human Services Act](#).
      - 2.3.3.1.4.1. This integrated area plan will be called the Behavioral Health Programs Area Plan (“BHP Area Plan”) and will be created as specified in this Interlocal Agreement and in compliance with state law.
      - 2.3.3.1.4.2. The Department will hold a public hearing each year for input on the BHP Area Plan. After receiving public input on the BHP Area Plan, the Department shall present the BHP to each County Legislative Body for approval

### 3. DURATION.

- 3.1. This Interlocal Agreement shall be in full force and effect and be legally binding upon the Counties only after its execution and approval by resolution by the Legislative Bodies of each County. Thereafter, both this Interlocal Agreement and the Department's existence shall continue for a period of fifty (50) years. At which time, it may be terminated or a new agreement executed.

### 4. ORGANIZATION.

- 4.1. **Board of Health.** The Bear River Board of Health shall govern the Department, subject to the limitations outlined in [the Local Health Department Act](#).
- 4.2. **Membership.** Membership of the Bear River Board of Health shall consist of nine (9) voting members as follows:
  - 4.2.1. Voting Members
    - 4.2.1.1. One (1) elected official from each county, as determined by the Legislative Body; and
    - 4.2.1.2. Six (6) members of the public at large shall be appointed on a non-partisan basis in numbers proportional to the population of the Counties by the respective Legislative Bodies of the Counties, with the advice and recommendation of the Board of Health.
  - 4.2.2.
  - 4.2.3. An employee of the Department may not be a board member. All board members shall reside within the area served by the Department; and

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- 4.2.4. A majority of board members may not:
- a. be primarily engaged in providing health care or in the administration of facilities or institutions in which health care is provided;
  - b. hold a fiduciary position or have a fiduciary interest in any entity involved in the provision of health care;
  - c. receive either directly or through a spouse more than one-tenth (1/10) of the board member's gross income from any entity or activity relating to health care; and
  - d. be members of one particular type of business or profession.
- 4.3. **Appointment.** All members shall be appointed in accordance with subsection 4.3.1.2 by their respective County Legislative Body.
- 4.4. **Term.** Appointments shall be for a term of three (3) years and shall be made as possible, so one-third of the terms of office of those serving on the Board of Health expire each year. Board members appointed to fill vacancies shall hold office until the expiration of the terms of their predecessors. Board members may be appointed to successive terms pursuant to the policies of the respective Counties.
- 4.5. **Fiduciary Duty.** Each member of the Board of Health has and owes a fiduciary duty to the Department.
- 4.6. **Officers.** The Board of Health shall elect a chair, a vice-chair, and a secretary. The Executive Director of the Department appointed pursuant to [Utah Code 26A-1-105.5\(4\)](#) may serve as secretary to the Board of Health.
- 4.7. **Local Health Officer.** In accordance with [Utah Code 26A-1-105.5\(4\)](#), the appointed Executive Director shall serve as the Local Health Officer, hold office, and have the powers set forth in [Utah Code 26A-1-110](#), and may be removed as outlined in [Utah Code 26A-1-111](#).
- 4.8. **Meetings.** The Board of Health meetings shall be held at least six times per year. The chair may call special meetings or a majority of the board members at any time by providing three (3) days notice to each board member or, in the case of an emergency, as soon as possible after all board members have been notified.
- 4.9. **Quorum.** A majority of the Board of Health members shall constitute a quorum.
- 4.10. **Bylaws.** The Board of Health may adopt and amend bylaws that are not inconsistent with this agreement and state law for the transaction of business. The bylaws and any subsequent amendments shall be approved as to form by the Cache County Attorney and approved by a majority vote of a Quorum in a public meeting.
- 4.11. **Compensation.** Under [Utah Code 26A-1-109](#), board members serve without compensation but shall be reimbursed for actual and necessary traveling and subsistence expenses when absent from their place of residence to attend authorized meetings.
- 4.12. **Personnel.** The Legislative Bodies of the Counties shall ratify the Board of Health's approval of all changes to the Department's merit system, personnel policies, and compensation plans. In addition, the provisions of [Utah Code 26A-1-112](#) shall generally apply to the appointment of personnel, including removal for cause.
- 4.13. **Reports.** The Board of Health shall, annually, report the operations of the Department and the Board of Health to the local governing bodies of the municipalities and the Counties served by the Department. In addition, the Board of Health shall send a copy of the Department's approved budget to all local governing bodies of the municipalities and

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Counties served by the Department no later than thirty (30) days after the beginning of the Department's fiscal year.

- 4.14. **Behavioral Health Programs.** Through this Interlocal agreement, the Counties, as the Substance Abuse and Mental Health Authorities as outlined in [the Local Health and Human Services Act](#), delegate oversight of all Behavioral Health Programs to the Department, with the following stipulations.
- 4.14.1. The Counties grant the Department the responsibility for continuing, maintaining, and overseeing contracting for Behavioral Health Programs. Contracting shall be governed by [Utah Code, Title 63G, Chapter 6a \(the Utah Procurement Code\)](#) and the Department's approved procurement policies, subject to the following stipulations:
- 4.14.1.1. The Counties authorize the Department to contract directly with the Utah Department of Health and Human Services for any funds (state or federal) available to the Counties to deliver Behavioral Health Programs.
- 4.14.1.2. The Counties authorize the Department to develop, oversee, administer, and monitor contracts for Behavioral Health Programs on their behalf.
- 4.14.1.2.1. To avoid a lapse in critical government services and mitigate circumstances likely to negatively impact public health, safety, and welfare of vulnerable populations, the Department shall prioritize the Counties' established contract(s) for Behavioral Health Programs that exist at the creation of this Interlocal Agreement.
- 4.14.1.2.2. Changes may be made to the contract(s) as long as they are intended to enhance the integrity of the contract(s) or the delivery of Behavioral Health Programs. However, the duration established in the contracts referenced in subsection [4.14.1.2.1](#) shall remain unchanged unless the contracted service provider and the Department agree otherwise.
- 4.14.1.2.3. Any established contract(s) for Behavioral Health Programs shall be re-executed to spell out the expectation for delivering integrated mental health and substance abuse programs.
- 4.14.2. As permitted under [Utah Code 17-773-307](#), the Legislative Bodies of the Counties, under this agreement, officially establish a local behavioral health advisory council to advise on the planning, organization, and operation of all Behavioral Health Programs. The council shall be called the Bear River Behavioral Health Advisory Council (BHAC). The BHAC shall meet at least once per quarter and be governed by bylaws. The bylaws shall not conflict with any federal, state, or local law or this Interlocal Agreement and shall be approved by the Counties.
- 4.14.3. The BHAC shall comprise nine members appointed by the Counties as directed in [Utah Code 17-77-307](#), with the following makeup based on county population.
- 4.14.3.1. Five members from Cache County;

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- 4.14.3.2. Three members from Box Elder County;
  - 4.14.3.3. One member from Rich County; and
  - 4.14.4. BHAC members shall be selected from persons who are representative of interested groups in the community, but may not be individuals employed by or otherwise associated with contracted service providers.
    - 4.14.4.1. All BHAC members shall be appointed by their respective County Legislative Body, with the BHAC's advice and recommendation.
      - 4.14.4.1.1. Initially, one-fourth of the voting members shall be appointed for one year, one-fourth for two years, one-fourth for three years, and one-fourth for four years.
        - Cache County (5 members)
          - One member initially appointed for a four-year term;
          - One member initially appointed for a three-year term;
          - One member initially appointed for a two-year term; and
          - Two members initially appointed for a one-year term.
        - Box Elder County (3 members)
          - One member initially appointed for a four-year term;
          - One member initially appointed for a three-year term; and
          - One member initially appointed for a two-year term
        - Rich County (1 member)
          - One member initially appointed for a four-year term.
      - 4.14.4.1.2. After the completion of the initial term, each member's seat shall be for a four-year term.
      - 4.14.4.1.3. Vacancies shall be filled in the same manner as for unexpired terms.
      - 4.14.4.1.4. Any council member may be removed for cause.
    - 4.14.4.2. The BHAC shall advise the Counties in planning (including the required BHP Area Plan), organizing, and operating community Behavioral Health Programs.
    - 4.14.4.3. Under this Interlocal Agreement, the BHAC shall be an agent of the Counties and is subject to laws and requirements relating to the Local Mental Health and Substance Abuse Authorities. All BHAC meetings shall comply with [Utah Code Title 52, Chapter 4 \(the Open and Public Meetings Act\)](#).
  - 4.14.5. Under this Interlocal Agreement, the Department is authorized to fulfill the requirements set forth in [Utah Code 17-77-201\(5\)](#) and [17-77-301\(5\)](#) in appointing

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directly or by contract a Director of Behavioral Health Programs. Once appointed, the Director shall:

- 4.14.5.1. Serve as the director of substance use programs and services per [Utah Code 17-77-201\(5\)](#);
- 4.14.5.2. Serve as the director of mental health programs and services per [Utah Code 17-77-301\(5\)](#);
- 4.14.5.3. Shall not be the Local Health Officer;
- 4.14.5.4. ;
- 4.14.5.5. Work with the BHAC in planning (including the required BHP Area Plan), organizing, and operating community behavioral health programs;
- 4.14.5.6. Ensure compliance with all applicable state and federal statutes, policies, audit requirements, contract requirements, and any directives resulting from those audits and contract requirements;
- 4.14.5.7. Have general oversight of Medicaid Capitation for Behavioral Health Programs; and
- 4.14.5.8. Develop, oversee, and administer all subcontracts with qualified behavioral health providers;
  - 4.14.5.8.1. Provided that subcontracted providers shall establish administrative, clinical, personnel, financial, procurement, and management policies for behavioral health programs and facilities, in accordance with state division rules and state and federal law.

## **5. BUDGET, FUNDING, CONTRACTS & PROCUREMENT.**

### **5.1. Operating Budget.**

- 5.1.1. The Department's fiscal year shall begin on January 1 and end on December 31.
- 5.1.2. The Local Health Officer of the Department shall submit a proposed fiscal year budget to the Board of Health for the upcoming fiscal year.
- 5.1.3. The Board of Health shall adopt an annual budget for each fiscal year in compliance with the Uniform Fiscal Procedures Act for Counties, [Utah Code, Title 17, Chapter 36 \(the Fiscal Authority and Processes Code\)](#). The proposed annual budget, approved by the Board of Health, shall be presented to the Legislative Bodies of the Counties.

### **5.2. County Funding.**

- 5.2.1. In accordance with [Utah Code 26A-1-117](#), the Counties involved in the establishment and operation of the Department shall be responsible for funding the ongoing operations as follows.
  - 5.2.1.1. In accordance with [Utah Code 26A-1-115](#), the cost of establishing and maintaining the Department shall be apportioned among the participating Counties based on the most recent federal census

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population estimates in proportion to the total population of all Counties within the boundaries of the Department.

- 5.2.1.1.1. The population appropriation may be paid from the County General Fund, from the levy of a tax, or in part by an appropriation and in part by a levy under [Utah Code 17-63-701\(2\)](#).
- 5.2.1.1.2. The County's population appropriation shall be jointly evaluated by an Appropriation Committee every five years, and a recommendation shall be made regarding the per-capita appropriation for the subsequent five (5) year period.
- 5.2.1.1.3. The County Legislative Bodies will review and consider this appropriation recommendation for adoption.
- 5.2.1.1.4. Appropriated funds shall only be used to support the Department's operations.
- 5.2.1.1.5. Once the Counties adopt this agreement, the minimum population appropriation may be reduced only through consultation and approval by the County Legislative Body of each County involved.
- 5.2.1.1.6. The agreed-upon population appropriation will be in a written addendum to this agreement.
- 5.2.1.1.7. Nothing in this Interlocal Agreement shall prohibit a County from contributing more than the agreed-upon population appropriation.

#### 5.2.2. County Match.

- 5.2.2.1. In accordance with [Utah Code 26A-1-115\(6\)\(a\)\(i\)](#), all state funds distributed by contract from the Utah Department of Health and Human Services to the Department for public health services shall be matched at a percentage determined by the Utah Department of Health and Human Services in consultation with the Department.
- 5.2.2.2. Medicaid Match Contract
- 5.2.2.3. In accordance with Utah Code [17-77-201\(5\)\(k\)](#) and [17-77-301\(5\)\(x\)](#), the Counties agree to provide funding equal to at least 20% of the state funds received to fund services described in the required BHP Area Plan.

5.3. **Contract Funding.** The Department is authorized to contract with the Utah Department of Health and Human Services and other state and federal agencies to bring eligible public health, mental health, and substance abuse funding to the Counties.

- 5.3.1. The Local Health Officer is authorized to approve all new and renewed contracts, grants, and other revenue sources for Public Health Programs, provided that such contracts align with local needs.

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- 5.3.1.1. The Local Health Officer may authorize agreements that are not in conflict with state law and are conditional on receiving funds through a donation, grant, or contract.
  - 5.3.1.2. After a thorough review, any proposed contracts shall be submitted to the Local Health Officer for authorization.
  - 5.3.1.3. The Board of Health may direct the Local Health Officer to cancel or not renew any contract, grant, or other source of revenue.
- 5.4. **Fees.**
- 5.4.1. The Board of Health shall annually establish and adopt a fee schedule for all Department programs and services for which there is a charge, based on recommendations provided by the Local Health Officer.
    - 5.4.1.1. The provisions of [Utah Code 26A-1-114](#) shall generally apply to the Department's establishment and collection of fees.
    - 5.4.1.2. For budgeting purposes, all fee amounts shall be finalized by October 31 of each year and shall take effect at the beginning of the next calendar year.
    - 5.4.1.3. The Board of Health shall not establish fees for programs and services for which a fee has been directed and set by state statute or rule.
- 5.5. **Additional Revenue.** Money from surpluses, grants, and donations may also be used to establish and maintain the Department.
- 5.6. **Security for Financing Physical Facilities.** In accordance with [Utah Code 26A-1-115](#), the cost of providing, equipping, and maintaining suitable offices and facilities for a local health department is the responsibility of participating Legislative Bodies of the Counties. Under this agreement, this is best accomplished in consultation with the Board of Health to ensure that the facilities adequately address the community's needs. To facilitate the financing of physical facilities, each county may enter into separate arrangements with the Department regarding the operation and utilization of all facilities used for Public Health Programs in its county.
- 5.7. **Treasurer.** The provisions of Utah Code [17-77-201\(2\)\(c\)\(i\)\(a\)](#), [17-77-301\(2\)\(c\)\(i\)\(a\)](#), and [26A-1-118](#) shall apply, and the Cache County Treasurer shall serve as treasurer for the Department over Public Health and Behavioral Health Programs. The treasurer or other disbursing officer authorized by the treasurer may make payments from monies for the joint programs and services of the Counties upon audit of the appropriate auditing officer or officers representing the Counties.
- 5.8. **Auditor.**
- 5.8.1. The Counties grant the Department the authority to appoint an independent auditor to audit the operation of the Department as outlined in Utah Code [17-77-201\(2\)\(c\)\(ii\)](#), [17-77-301\(2\)\(c\)\(ii\)](#), and [26A-1-115\(7\)\(a\)](#).
  - 5.8.2. The Counties reserve the right to assign an auditor to audit any Department operations.
- 5.9. **Procurement Procedures.** The Department will develop written procurement policies to guide all procurement procedures, except as dictated otherwise in subsection [4.14.1](#) of

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this Interlocal Agreement. The procurement policies shall not conflict with [Utah Code 11-13-226](#), be reviewed by legal counsel, and be approved by the Board of Health.

## **6. LEGAL REPRESENTATION.**

- 6.1. The Cache County Attorney shall provide legal representation for Public Health and Behavioral Health Programs as required by Utah Code [26A-1-120](#), [17-77-201\(2\)\(c\)\(iii\)](#), and [17-77-301\(2\)\(c\)\(iii\)](#).
  - 6.1.1. The other Counties may authorize the Cache County Attorney to represent them in defending or prosecuting actions within their counties related to public health and behavioral health programs.
  - 6.1.2. The other Counties may authorize the Cache County Attorney to provide legal services within their County, consistent with the provisions of Utah Code [26A-1-120](#).
  - 6.1.3. The Health Officer shall notify the Cache County Attorney of any pending or imminent legal actions against the Department.
  - 6.1.4. If there is a conflict of interest involving the county attorney acting as legal advisor to the Department or defending an action against the Department, the Board of Health, or officers and employees, the Cache County Attorney shall assign an attorney from a participating county herein to act as legal advisor.

## **7. REPRESENTATION.**

- 7.1. **County Representation.** Each County represents that it is a political subdivision of the State of Utah and is authorized to enter into the transactions contemplated by this Interlocal Agreement and to carry out its obligations hereunder, including funding the Department per the Local Health Authorities Act.
- 7.2. **No Litigation.** Each County represents that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which said County, as applicable, is a party or to which any of its property is subject, which, if determined adversely to said County, would individually or in the aggregate (i) affect the validity or enforceability of this Interlocal Agreement, or (ii) otherwise materially adversely affect the ability of the said County to comply with its obligations under this Interlocal Agreement or the transactions contemplated by this Interlocal Agreement.

## **8. TERMINATION AND DISSOLUTION.**

- 8.1. **Termination & Dissolution.**
  - 8.1.1. Any party to this agreement may terminate its participation in this entity only after complying with [Utah Code 26A-1-122](#).
  - 8.1.2. At least ninety (90) days prior written notice of the withdrawal shall be given to the Board of Health.
  - 8.1.3. The effective date of any withdrawal shall be December 31.

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- 8.1.4. The participating Counties shall establish local health departments under Section [26A-1-103](#), [26A-1-105](#), or [26A-1-106](#) at least 30 days before dissolution of the Department.
  - 8.1.5. Upon termination, the Board of Health is authorized to take such actions as necessary to effectuate the dissolution of the Department and dispose of the property of the Department as spelled out in subsection [8.2](#) of this Section.
  - 8.1.6. Unless explicitly stated otherwise in this Interlocal Agreement, no party shall have the right to unilaterally cancel, rescind, or terminate this Interlocal Agreement due to a breach. However, this limitation does not affect any other rights or remedies that either party may have as a result of such a breach.
  - 8.2. **Division of Assets.** Upon termination and dissolution of this Interlocal Agreement, title to the assets of the Department shall revert to the respective Counties for which those assets have been secured and utilized for the delivery of Public Health Programs.
  - 8.3. **Division of Workforce.** Upon termination and dissolution of this Interlocal Agreement, the Counties agree to jointly negotiate in good faith regarding the division of the current workforce. The Counties agree that the primary focus of the negotiations will be to minimize the disruption of public health service delivery in each county.

## 9. MISCELLANEOUS

- 9.1. **Filing.** Each County covenants to file this Interlocal Agreement with its records keeper.
- 9.2. **Assignment.** None of the Counties may assign any interest herein without the consent of all other parties to this Interlocal Agreement.
- 9.3. **Counterparts.** This Interlocal Agreement may be executed in multiple counterparts, each of which will be considered an original for all purposes. Each County agrees to execute any necessary deeds, instruments, legal documents, and resolutions or ordinances to implement the terms of this Interlocal Agreement.
- 9.4. **Entire Contract.** This Interlocal Agreement consolidates, supersedes, and replaces all previous negotiations, representations, and agreements between the Counties regarding the subject matter addressed herein. It serves as the complete contract between the Counties concerning the establishment and powers of the Department. Additionally, the intent of this Interlocal Agreement is to document and reaffirm the formation and powers that the Department has exercised up to this point.
- 9.5. **Amendment.** This Interlocal Agreement may only be modified or amended in writing. Such modifications or amendments shall be signed by a duly authorized representative of the Counties, following the adoption of a resolution by the Counties' Legislative Bodies that approves the changes.
- 9.6. **Attorney Fees.** The prevailing party in any litigation to interpret and/or enforce the provisions of this Agreement shall be entitled to an award of reasonable attorney fees and costs, in addition to any other relief that the court grants.
- 9.7. **Severability.** Whenever possible, each provision of this Interlocal Agreement shall be interpreted in such a manner as to be valid; but if any provision of this Interlocal Agreement is held, in a final judicial determination, to be invalid or prohibited under applicable law, that provision shall be ineffective to the extent of such invalidity or

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prohibition without invalidating the remainder of such provision or the remaining provisions of this Interlocal Agreement. Notwithstanding the foregoing, however, should such judicially determined invalidity of any provision of this Interlocal Agreement frustrate the intended purpose of the member entities, as expressed herein, that invalidity shall cause this Interlocal Agreement to be terminated, with the parties, to the extent possible, to be restored to the status quo.

- 9.8. **Conflict with State Law.** To the extent that any provision contained in this Interlocal Agreement is, or subsequently comes, in conflict with Utah State Code, Utah State Code shall be controlling with respect to the Department's organization and operation.
- 9.9. **Governing Law.** The laws of the State of Utah shall govern this Agreement.
- 9.10. **Annual Review.** The Local Health Officer shall work with the Cache County Attorney's Office to conduct an annual review of this Interlocal Agreement to ensure all references to Utah State Code are current and that this Interlocal Agreement complies with current Utah State Code to assess potential conflicts and suggest solutions to clarify or resolve them. The findings of this review, along with any recommended changes and an overview of the overall context and structure of this Interlocal Agreement, will be presented to the Counties as part of the annual report required under [Utah Code 26A-1-109\(6\)](#).

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**AGREED TO AND APPROVED BY:**

\_\_\_\_\_  
Name Date  
Box Elder County Commission Chair

\_\_\_\_\_  
Name Date  
Cache County Council Chair

\_\_\_\_\_  
Name Date  
Cache County Executive

\_\_\_\_\_  
Name Date  
Rich County Commission Chair

**APPROVED TO FORM**

\_\_\_\_\_  
Name Date  
Box Elder County Attorney

\_\_\_\_\_  
Name Date  
Cache County Attorney

\_\_\_\_\_  
Name Date  
Rich County Attorney



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**Proposed Appointment of Trevor L. Cook as the Bear River Health Department (BRHD) Behavioral Health Director**

**TO:** Cache County Council, Cache County Clerk

**FROM:** Jordan Mathis, Bear River Health Department (BRHD)

**DATE:** June 23, 2026

**SUBJECT:** Request for Advice and Consent of – Proposed Appointment of Behavioral Health Director

Pursuant to Cache County Code § 2.12.270 (Motions on Request) the Bear River Health Department hereby submits the following appointment for Council consideration for advice and consent:

<b>Category</b>	<b>Details</b>
<b>Appointee Name</b>	Trevor L. Cook
<b>Proposed Position</b>	Behavioral Health Director
<b>Organization</b>	Bear River Health Department (BRHD)
<b>Term of Appointment</b>	N/A

PASSED AND APPROVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH  
 THIS \_\_\_ DAY OF \_\_\_\_\_ 2026.

Council Member	In Favor	Against	Abstained	Absent
JoAnn Bennett				
Kathryn Beus				
David Erickson				
Keegan Garrity				
Sandi Goodlander				
Nolan Gunnell				
Mark Hurd				
Total				
FINAL ACTION: _____ ADOPT _____ REJECT				

**CACHE COUNTY:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Sandi Goodlander, Chair

Bryson Behm, County Clerk



**CACHE COUNTY  
ORDINANCE NO. 2026-27**

**AN ORDINANCE ENACTING PROCEDURES GOVERNING THE ELECTRONIC  
MEETINGS OF THE CACHE COUNTY COUNCIL**

- (A) WHEREAS, Utah Code Ann. §§ 17-64-4 and 17-64-5 grant the Cache County Council the authority to "exercise all legislative powers, have all legislative duties, and perform all legislative functions of the county," and further authorize the Council to "pass ordinances," "pass resolutions," and adopt policies that conform with state and federal law; and
- (B) WHEREAS, Utah Code Ann. §§ 17-64-303 and 17-64-305 grant the Cache County Council the authority to make or adopt rules of order and procedure to govern its public meeting and its transaction of legislative business; and
- (C) WHEREAS, Utah Code Ann. § 17-64-303(1) requires that each meeting of the County Legislative Body comply with Title 52, Chapter 4, the Utah Open and Public Meetings Act (OPMA), which governs the authorization and administration of electronic public meetings; and
- (D) WHEREAS, the Cache County Council previously adopted electronic meeting provisions via Cache County Resolutions 2020-07 and 2022-12, but Chapter 2.12 of Cache County Code is the standard repository of all County Council rules and procedures; and
- (E) WHEREAS, the aforementioned Cache County Resolutions did not contain provisions authorizing the Council Chair to make written determinations regarding anchor location meeting safety as authorized by the Utah Open and Public Meetings Act; and
- (F) WHEREAS, the Cache County Council finds that establishing structured, transparent, and consistent procedures for electronic meetings is necessary to preserve administrative order, ensure continuity of government operations during emergencies, and facilitate broad public oversight of county governance; and
- (G) WHEREAS, pursuant to Utah Code Ann. § 17-64-501(2), the Cache County Council has considered the potential impact of this ordinance on families, finding it has no negative impact on family health, stability, or formation, while significantly improving the Council's ability to efficiently and reliably conduct public business; and
- (H) WHEREAS, the Cache County Council finds that this ordinance is in the best interest of Cache County and its citizens;

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



## **SECTION 1. Cache County Code Enactment**

Section 2.12.195 of Cache County Code is enacted to read as follows (with a redline version attached as “Exhibit A”):

### **2.12.195: ELECTRONIC MEETINGS**

- A. The County Council may hold and conduct electronic meetings, defined as meetings where some or all members attend and participate through an electronic video, audio, or both video and audio connection, pursuant to the provisions of the Utah Open and Public Meetings Act (OPMA) and this section.
  - 1. Except as otherwise provided in this section, electronic meetings require an anchor location, defined as the physical location where the public body normally conducts meetings, or a temporary substitute as explicitly defined in this section.
  - 2. Where state law explicitly authorizes procedures that derogate from the requirements of this section, those provisions of state law shall govern.
  
- B. Standard Provisions Pertaining to Council Members
  - 1. When directed by the council chair, or in the absence of the chair vice chair or chair pro-tem, or when requested by any member of the county council, the following requirements shall be met:
    - a. An electronic meeting may only be held if a quorum of the membership of the County Council is physically present in-person at the designated anchor location and approves the electronic meeting by a majority vote.
    - b. If the motion to hold an electronic meeting fails, the meeting shall proceed as a standard, in-person meeting, and only members physically present shall be authorized to participate.
    - c. Members of the County Council attending through an electronic connection shall not be included in the count for the initial determination of a quorum at the anchor location.
    - d. Once the electronic meeting is approved, electronically connected members shall have full rights to vote on any matter before the Council and to participate in the meeting as a member of the body.
    - e. During any electronic meeting in which members of the County Council are attending remotely, all votes must be taken by roll call, except for votes that are unanimous. Notice of an electronic meeting shall be given to members of the County Council at least 24 hours prior to the meeting.



C. Standard Provisions Pertaining to Members of the Public

1. When directed by the council chair, or in the absence of the chair vice chair or chair pro-tem, or when state law requires electronic meeting participation, the following requirements shall be met:
  - a. Notice of an electronic meeting shall be given to the public in accordance with applicable state law at least 24 hours prior to the meeting.
  - b. The public notice shall include details of the electronic means of access for the public to monitor and, if applicable, participate in the open portions of the meeting.
  - c. Space and facilities shall be provided at the designated anchor location for interested persons and members of the public to attend, monitor, and participate in the open portions of the electronic meeting.

D. Emergency Provisions

1. The County Council may conduct an electronic meeting without a physical anchor location if the chair of the Council makes a written determination that conducting the meeting with an anchor location presents a substantial risk to the health or safety of those who may be present at the anchor location.
  - a. In the absence of the chair, the vice chair or chair pro-tem may make the written determination to waive the physical anchor location.
2. A quorum of the County Council must attend the meeting either in-person or through an electronic connection to conduct business when an anchor location is waived.
3. If the normal meeting place of the County Council is inaccessible during a declared emergency and the County Executive has designated a temporary seat of government, that seat may serve as a temporary substitute anchor location for electronic meeting purposes.
  - a. The designation of a temporary seat as the anchor location shall be at the discretion of the chair, or in the absence of the chair, the vice chair, or chair pro-tem.

**SECTION 2. Superseding of Conflicting Resolutions**

Cache County Resolutions 2020-07 and 2022-12 are hereby superseded in their entirety. All electronic meetings of the County Council shall henceforth be held in strict compliance with



Section 2.12.195 as enacted by Section 1 of this Ordinance, and in accordance with the Utah Open and Public Meetings Act (Utah Code Ann. § 52-4-101 et seq.) as applicable.

**SECTION 3. Effective Date**

This Ordinance shall take effect fifteen (15) days after its passage by the Cache County Council.



PASSED AND APPROVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH  
THIS \_\_\_ DAY OF \_\_\_\_\_ 2026.

Council Member	In Favor	Against	Abstained	Absent
JoAnn Bennett				
Kathryn Beus				
David Erickson				
Keegan Garrity				
Sandi Goodlander				
Nolan Gunnell				
Mark Hurd				
Total				
FINAL ACTION: _____ ADOPT _____ REJECT				

**CACHE COUNTY:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Sandi Goodlander, Chair

Bryson Behm, County Clerk



**ACTION OF THE COUNTY EXECUTIVE:**

\_\_\_ Approved

\_\_\_ Disapproved (written statement of objection attached)

By: \_\_\_\_\_

N. George Daines, County Executive

\_\_\_\_\_ Date



## **EXHIBIT A**

### **Cache County Code**

#### 2.12.195: ELECTRONIC MEETINGS

- A. The County Council may hold and conduct electronic meetings, defined as meetings where some or all members attend and participate through an electronic video, audio, or both video and audio connection, pursuant to the provisions of the Utah Open and Public Meetings Act (OPMA) and this section.
1. Except as otherwise provided in this section, electronic meetings require an anchor location, defined as the physical location where the public body normally conducts meetings, or a temporary substitute as explicitly defined in this section.
  2. Where state law explicitly authorizes procedures that derogate from the requirements of this section, those provisions of state law shall govern.
- B. Standard Provisions Pertaining to Council Members
1. When directed by the council chair, or in the absence of the chair vice chair or chair pro-tem, or when requested by any member of the county council, the following requirements shall be met:
    - a. An electronic meeting may only be held if a quorum of the membership of the County Council is physically present in-person at the designated anchor location and approves the electronic meeting by a majority vote.
    - b. If the motion to hold an electronic meeting fails, the meeting shall proceed as a standard, in-person meeting, and only members physically present shall be authorized to participate.
    - c. Members of the County Council attending through an electronic connection shall not be included in the count for the initial determination of a quorum at the anchor location.
    - d. Once the electronic meeting is approved, electronically connected members shall have full rights to vote on any matter before the Council and to participate in the meeting as a member of the body.
    - e. During any electronic meeting in which members of the County Council are attending remotely, all votes must be taken by roll call, except for votes that are unanimous. Notice of an electronic meeting shall be given to members of the County Council at least 24 hours prior to the meeting.
- C. Standard Provisions Pertaining to Members of the Public



1. When directed by the council chair, or in the absence of the chair vice chair or chair pro-tem, or when state law requires electronic meeting participation, the following requirements shall be met:
  - a. Notice of an electronic meeting shall be given to the public in accordance with applicable state law at least 24 hours prior to the meeting.
  - b. The public notice shall include details of the electronic means of access for the public to monitor and, if applicable, participate in the open portions of the meeting.
  - c. Space and facilities shall be provided at the designated anchor location for interested persons and members of the public to attend, monitor, and participate in the open portions of the electronic meeting.

D. Emergency Provisions

1. The County Council may conduct an electronic meeting without a physical anchor location if the chair of the Council makes a written determination that conducting the meeting with an anchor location presents a substantial risk to the health or safety of those who may be present at the anchor location.
  - a. In the absence of the chair, the vice chair or chair pro-tem may make the written determination to waive the physical anchor location.
2. A quorum of the County Council must attend the meeting either in-person or through an electronic connection to conduct business when an anchor location is waived.
3. If the normal meeting place of the County Council is inaccessible during a declared emergency and the County Executive has designated a temporary seat of government, that seat may serve as a temporary substitute anchor location for electronic meeting purposes.
  - a. The designation of a temporary seat as the anchor location shall be at the discretion of the chair, or in the absence of the chair, the vice chair, or chair pro-tem.



**CACHE COUNTY  
ORDINANCE NO. 2026-32**

**AN ORDINANCE ADOPTING A TEMPORARY LAND USE REGULATION  
PROHIBITING THE ACCEPTANCE OR PROCESSING OF APPLICATIONS FOR  
DATA CENTERS AND RELATED POWER FACILITIES FOR ONE HUNDRED  
EIGHTY (180) DAYS TO CONSIDER LAND USE CODE AMENDMENTS WITHIN  
UNINCORPORATED CACHE COUNTY**

- (A) WHEREAS, Utah Code Ann. §§ 17-64-401 and 17-64-501 grant the Cache County Council the authority to "exercise all legislative powers, have all legislative duties, and perform all legislative functions of the county," and further authorize the Council to "pass ordinances," "pass resolutions," and adopt policies that conform with state and federal law; and
- (B) WHEREAS, Cache County is authorized under Utah Code Ann. § 17-79-504 to enact temporary land use regulations for any part or all of the area within unincorporated Cache County for a reasonable period, not to exceed 180 days, without prior consideration of or recommendation from the planning commission, and the Cache County Council finds it necessary to apply this temporary regulation to all zones of all types within the unincorporated county; and
- (C) WHEREAS, the Cache County Council finds that there is a sudden and compelling, countervailing public interest in protecting local electrical grid capacity, water resources, and zoning integrity from the immediate and intensive demands associated with utility-scale data centers and their dedicated power sources; and
- (D) WHEREAS, the Cache County Council has determined that the current provisions of the Cache County Code governing land use and associated development do not contain adequate definitions, development standards, zone regulations, or overlay districts to manage or mitigate the rapid deployment of utility-scale digital infrastructure; and
- (E) WHEREAS, the intensive, 24-hour operational profile of utility-scale digital infrastructure presents severe compounding impacts, including unprecedented power and water demands that threaten local grid capacity, rate stability, critical culinary aquifers, and agricultural water security, while generating persistent low-frequency noise, vibration, and thermal discharge that directly conflict with the peace, quiet, and safety of adjacent residential and commercial areas; and
- (F) WHEREAS, the physical scale of these developments, often consisting of massive, windowless structures and sprawling electrical substations, threatens to degrade the scenic vistas, rural character, and highly valued agricultural land that define unincorporated Cache County; and
- (G) WHEREAS, the Cache County Council desires to direct county staff and the Planning Commission to study, prepare, and draft a comprehensive land use code text amendment



to properly define, regulate, or prohibit data centers and their associated high-intensity electrical and fuel infrastructure; and

- (H) WHEREAS, under Utah Code Ann. § 17-64-501(2), the Cache County Council has considered the potential impact this ordinance may have on family health, stability, and formation, and finds that ensuring the long-term reliability and affordability of local power, water, and utility grids directly promotes and preserves the economic stability and safety of families residing in unincorporated Cache County; and
- (I) WHEREAS, the Cache County Council finds that a temporary pause on the acceptance of new applications is necessary for the immediate preservation of the public peace, health, and safety of the county and its inhabitants, as allowing a rush of unregulated development applications during the study period would irreparably bypass and defeat the purpose of the pending land use amendments;
- (J) WHEREAS, the Cache County Council finds that this Ordinance is in the best interest of Cache County and its citizens;

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

### **SECTION 1. Purpose and Intent**

- A. The purpose of this Ordinance is temporary in nature and intended solely to allow Cache County adequate time to study, prepare, and adopt updated land use regulations governing data centers, data center power plants, and associated infrastructure.

### **SECTION 2. Definitions**

- A. As used in this Ordinance, the following terms and phrases shall have the meanings ascribed to them in this section:
  - 1. "DATA CENTER" means real and personal property consisting of a building or group of buildings or structures specifically designed or modified to house networked computers, data, data processing equipment, transaction processing equipment, and related infrastructure support equipment, including (but not limited to) any of the following:
    - a. High-density power distribution;
    - b. Cooling and thermal management systems;
    - c. Emergency backup power generation and fuel storage; and
    - d. Electrical substations.

2. "DATA CENTER POWER PLANT" means a utility-scale facility that generates electric power for consumption by one or more data centers, which facility may store, transmit, and/or distribute electric power by any combination of energy storage, solar energy, thermal energy, or other power conversion technology (including, but not limited to, hydrocarbon-based fuels, geothermal wells, wind energy systems, or nuclear fuel systems) for the primary purpose of supplying power to such data center(s).
  
3. "DIGITAL INFRASTRUCTURE" means any electrical, energy, fuel, transmission, or distribution infrastructure supporting data center development, including but not limited to fiber optic cable conduits, high-voltage transmission lines, substations, and/or fuel transmission and distribution lines supportive of a data center and/or a data center power plant.

### **SECTION 3. Temporary Land Use Regulation & Prohibition**

- A. For a period of one hundred eighty (180) days following the effective date of this Ordinance, Cache County shall not accept for filing, review, or process any land use application, business license application, building permit application, administrative appeal, administrative land use permit, conditional use permit, subdivision approval, zone change application, site plan application, development agreement, or any other land use or development approval associated with uses related to data centers, digital infrastructure, and/or data center power plants across all zones of all types within the unincorporated areas of Cache County.

### **SECTION 4. Exceptions for Legally Complete Applications.**

- A. Applications that have been formally submitted and determined to be complete by Cache County prior to the effective date of this Ordinance may continue to be processed, evaluated, and acted upon under the zoning regulations in effect at the exact time of the completeness determination.

### **SECTION 5. Suspension of Incomplete and Pending Applications.**

- A. All applications associated with uses related to data centers and/or data center power plants that have been submitted to the County but have not been formally determined to be



complete prior to the effective date of this Ordinance are hereby suspended for the duration of this Ordinance. During this suspension period, the County shall take no administrative, technical, or substantive actions of any kind on these applications.

**SECTION 6. Severability.**

- A. Should any section, subsection, sentence, clause, phrase, or portion of this Ordinance be declared invalid, unconstitutional, or unenforceable by a court of competent jurisdiction, such judicial decision shall not affect the validity or enforceability of the remaining portions of this Ordinance, which shall remain in full force and effect.

**SECTION 7. Direction to Cache County Officials and Staff**

- A. To accomplish the purpose of this Ordinance as defined in Section 1, the Cache County Council hereby directs the County Executive, county staff, and the Cache County Planning Commission to immediately initiate a study, prepare, and draft a comprehensive land use code text amendment to properly define, regulate, or prohibit data centers and their associated high-intensity electrical and fuel infrastructure.
  
- B. The study and drafting process shall comprehensively evaluate and explore any and all available options, regulatory frameworks, zoning tools, and developmental standards allowed under Utah law (including but not limited to prohibition, the potential creation of special overlay zoning districts, new zoning classifications, legislative zoning procedures, utility consumption thresholds, and objective developmental standards) to prevent adverse environmental and community impacts.
  - 1. In the performance of such study, members of the County Council shall be consulted as appropriate to provide guidance and input on any associated policy development. Such consultations shall occur subject to the provisions of the Utah Open and Public Meetings Act.
  
- C. County Staff and the Planning Commission shall present their recommended draft text amendments to the Cache County Council for legislative consideration within one hundred fifty (150) days of the effective date of this Ordinance.



**SECTION 8. Effective Date.**

- A. Pursuant to Utah Code Ann. § 17-64-502(6) and Utah Code Ann. § 17-79-504, the Cache County Council hereby finds that this temporary land use regulation is necessary for the immediate preservation of the public peace, health, safety, and welfare of Cache County and its inhabitants.
1. Therefore, this Ordinance shall take effect immediately upon its passage and publication as required by law, and shall remain in effect for exactly one hundred eighty (180) days unless repealed, extended, or replaced by a subsequent ordinance of the Cache County Council.



PASSED AND APPROVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH  
THIS \_\_\_ DAY OF \_\_\_\_\_ 2026.

Council Member	In Favor	Against	Abstained	Absent
JoAnn Bennett				
Kathryn Beus				
David Erickson				
Keegan Garrity				
Sandi Goodlander				
Nolan Gunnell				
Mark Hurd				
Total				
FINAL ACTION: _____ ADOPT _____ REJECT				

**CACHE COUNTY:**

By: \_\_\_\_\_  
Sandi Goodlander, Chair

**ATTEST:**

By: \_\_\_\_\_  
Bryson Behm, County Clerk



**ACTION OF THE COUNTY EXECUTIVE:**

Approved

Disapproved (written statement of objection attached)

By: \_\_\_\_\_  
N. George Daines, County Executive

\_\_\_\_\_  
Date



**CACHE COUNTY  
RESOLUTION NO. 2026 – 22**

**A RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT TO  
RESTRUCTURE THE BEAR RIVER HEALTH DEPARTMENT AS A MULTICOUNTY  
UNITED LOCAL HEALTH DEPARTMENT**

- (A) WHEREAS, Utah Code Ann. §§ 17-64-4 and 17-64-5 grant the Cache County Council the authority to "exercise all legislative powers, have all legislative duties, and perform all legislative functions of the county," and further authorize the Council to "pass ordinances," "pass resolutions," and adopt policies that conform with state and federal law; and
- (B) WHEREAS, Cache County Code § 2.12.120 gives the Cache County Council the authority to "enact ordinances and adopt resolutions necessary and appropriate to establish official policy"; and
- (C) WHEREAS, Utah Code §26A-1-105.5 permits two or more contiguous counties to execute an interlocal agreement pursuant to the provisions of Utah Code Title 11, Chapter 13, Interlocal Cooperation Act, to create and maintain a multicounty united local health department; and
- (D) WHEREAS, Utah Code §11-13-203(2) permits counties in the State of Utah to enter into an agreement to approve the creation of a Utah interlocal entity regarding cooperative action; and
- (E) WHEREAS, the counties of Box Elder, Cache, and Rich have previously established and maintained the Bear River Health Department as a local health department to provide public health services; and
- (F) WHEREAS, Utah Code Title 17, Chapter 77 (Local Human Services Act) requires local mental health and substance abuse authorities to provide mental health and substance abuse programs and services within their respective counties; and
- (G) WHEREAS, the County agrees that formally combining and integrating the substance abuse and mental health programs of the three counties under the Bear River Health Department to establish a multicounty united local health department will improve administrative efficiencies, optimize state and federal funding eligibility, and integrate behavioral health services for the residents of Cache County; and
- (H) WHEREAS, the three participating counties have not previously authorized, under a unified interlocal agreement, that their respective substance abuse and mental health programs fall under the structural administration of the Bear River Health Department, and there is a critical public need to do so; and
- (I) WHEREAS, Cache County Code 3.16.060(B) states, "No interlocal cooperation agreement requiring approval of the county council pursuant to state law may be entered or executed without the adoption of a resolution of approval by the county council;" and



**CACHE COUNTY  
RESOLUTION NO. 2026 – 22**

- (J) WHEREAS, the Cache County Council finds that signing and executing a new interlocal agreement that restructures the Bear River Health Department as a multicounty united local health department is in the best interest of the health, safety, and welfare of the residents of Cache County;

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

**SECTION 1. Approval of Interlocal Agreement**

The Interlocal Agreement to restructure the Bear River Health Department as a multicounty united local health department under Utah Code § 26A-1-105.5, attached as Exhibit A, is hereby approved and the appropriate county officers are authorized and directed to sign and execute the same, subject to all other applicable state and local laws.

**SECTION 2. Transmission of Documents**

Upon execution of the aforementioned agreement, this resolution of approval and the signed agreement shall be forwarded to the Rich County Commission, the Box Elder County Commission, and the keeper of records of the interlocal entity pursuant to Utah Code § 11-13-209.

**SECTION 3. Effective Date**

This resolution shall take effect following its passage and approval by the County Council.



**CACHE COUNTY  
RESOLUTION NO. 2026 – 22**

PASSED AND APPROVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH  
THIS \_\_\_ DAY OF \_\_\_\_\_ 2026.

Council Member	In Favor	Against	Abstained	Absent
JoAnn Bennett				
Kathryn Beus				
David Erickson				
Keegan Garrity				
Sandi Goodlander				
Nolan Gunnell				
Mark Hurd				
Total				
FINAL ACTION: _____ ADOPT _____ REJECT				

**CACHE COUNTY:**

By: \_\_\_\_\_  
Sandi Goodlander, Chair

**ATTEST:**

By: \_\_\_\_\_  
Bryson Behm, County Clerk



**CACHE COUNTY**  
**RESOLUTION NO. 2026 – 22**

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**Exhibit A**

**"Multicounty United Local Health Department Interlocal Agreement"**

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# Multicounty United Local Health Department Interlocal Agreement

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2026

On the \_\_\_\_ day of \_\_\_\_\_ 2026, Box Elder County, Cache County, and Rich County (referred to individually as the "County" and collectively as the "Counties"), each being a political subdivision of the State of Utah, have entered into this Interlocal Agreement to formally establish the Bear River Health Department (referred to as the "Department"). The purpose of this agreement is to provide public health, mental health, and substance abuse services more efficiently and to ensure quality and effective services for the citizens of these counties.

## RECITALS

**WHEREAS**, each party is a county of the State of Utah, and through their respective governing bodies and as their local mental health authorities and local substance abuse authorities, are authorized by [Utah Code, Title 26A \(the "Local Health Authorities Act"\)](#) and [Title 17, Chapter 77 \(the Local Health and Human Services Act\)](#) to provide public health, mental health, and substance abuse programs to their respective counties;

**WHEREAS**, [Utah Code Title 11, Chapter 13, \(the Interlocal Cooperation Act\)](#) permits the Counties to cooperate with each other to create interlocal entities to more efficiently provide governmental facilities, services, and improvements to the general public;

**WHEREAS**, each county within the State of Utah is required to create and maintain a local health department under the provisions of [the Local Health Authorities Act](#), and [the Local Health Authorities Act](#) expressly authorizes two or more contiguous counties to unite to create and maintain a multicounty united local health department;

**WHEREAS**, the Department was created by the Counties as a local health department created, organized, and validly existing pursuant to state law;

**WHEREAS**, [the Local Health Authorities Act](#) requires a multicounty united local health department to administer the programs and services of a local health department, mental health authority, and substance abuse authority;

**WHEREAS**, the Counties desire to confirm, reaffirm, and ratify the creation of the Department as a multicounty united local health department under [the Local Health Authorities Act](#) and [the Interlocal Cooperation Act](#), and to hereby memorialize such creation;

**WHEREAS**, the Counties are each committed to maintaining the Department as the multicounty united local health department within and for the benefit of the Counties;

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**WHEREAS**, the legislative body of each of the Counties determined that structuring the Department as a multicounty united local health department will enhance the public health, sanitation, public welfare, and economic base of each of the Counties;

**WHEREAS**, the Counties desire to jointly qualify for and obtain funding from the Utah Department of Health and Human Services for mental health and substance abuse services through the Department;

**WHEREAS**, the Counties desire to monitor, review, and evaluate the performance of and compliance with all contracts for funding of mental health and substance abuse services through the Department;

**WHEREAS**, the Counties desire the Department to qualify for, obtain, allocate, and administer such funding, and to perform such other tasks for the Counties; and

**WHEREAS**, this Interlocal Agreement shall not become effective until it is first approved by resolution of the legislative body of each of the Counties as evidenced by the execution hereof by the appropriate officers of said Counties;

**NOW, THEREFORE**, the Counties declare and agree to continue the existence of the Department as an interlocal entity and restructure it to be a multicounty united local health department with the following terms and conditions:

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## 1. DEFINITIONS AND INTERPRETATIONS.

- 1.1. **Meanings and Construction.** The following terms, for all purposes of this agreement and any amendments hereto, shall have the meaning herein set forth:
- 1.1.1. "Interlocal Agreement" shall mean this interlocal cooperative agreement and any amendments and supplements thereto.
  - 1.1.2. "Appropriation Committee" shall mean a committee consisting of one representative from the Legislative Body of each participating county, the Board of Health Chairperson, the Local Health Officer, and the Department Senior Support Officer.
  - 1.1.3. "Behavioral Health or Behavioral Health Programs" shall mean the comprehensive integration of Substance Abuse and Mental Health programs and services as outlined in [the Local Human Services Act](#).
  - 1.1.4. "Board of Health" shall mean the Department's governing body or the Bear River Board of Health.
  - 1.1.5. "Counties" shall mean collectively Box Elder County, Cache County, and Rich County, and their successors.
  - 1.1.6. "Legislative Body or Legislative Bodies" shall mean one or all participating county governing bodies as defined by [Utah Code 26A-1-102\(2\)](#).
  - 1.1.7. "Public Health Programs" shall mean public health programs and services described in [the Local Health Authorities Act](#), excluding any programs and services that include Substance Abuse and Mental Health programs.
- 1.2. **Interpretations.** This Interlocal Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:
- 1.2.1. definitions include both singular and plural; and
  - 1.2.2. pronouns include both singular and plural and cover both genders.

## 2. FORMATION, POWERS, AND DUTIES.

- 2.1. **Formation.** This Interlocal Agreement reaffirms the creation of the Department, an interlocal entity formed by the Counties in May of 1971, and restructures the Department as a multicounty united local health department. Pursuant to [Utah Code 11-13-203\(1\)](#), the Department is separate from the Counties, a body politic and corporate, and a political subdivision of the state. It shall have the power to perform all functions consistent with those of a multicounty united local health department as described in [the Local Health Authorities Act](#).
- 2.2. **Powers.** The powers of the Department shall be as follows:
- 2.2.1. Have all applicable powers permitted and outlined in the [Local Health Department Act](#) necessary to provide Public Health Programs;
  - 2.2.2. Have all applicable powers permitted and outlined in the [Interlocal Cooperation Act](#); and
  - 2.2.3. Have all applicable powers permitted and outlined in the [Local Human Services Act](#).
- 2.3. **Duties.**
- 2.3.1. **Cary out** all applicable duties permitted and outlined in the [Local Health Department Act](#) necessary to provide Public Health Programs;

- 
- 2.3.2. Carry out all applicable duties permitted and outlined in the [Interlocal Cooperation Act](#); and
  - 2.3.3. Carry out all applicable duties permitted and outlined in the [Local Human Services Act](#).
    - 2.3.3.1.1. ;
    - 2.3.3.1.2. Develop, oversee, and administer all contracts for Behavioral Health Programs;
    - 2.3.3.1.3. Establishing mechanisms to allow for direct citizen input into Behavioral Health Programs; and
    - 2.3.3.1.4. Oversee the development and implementation of a fully integrated local substance abuse and mental health treatment and prevention area plan that emphasizes the delivery of services as mandated by [the Local Human Services Act](#).
      - 2.3.3.1.4.1. This integrated area plan will be called the Behavioral Health Programs Area Plan (“BHP Area Plan”) and will be created as specified in this Interlocal Agreement and in compliance with state law.
      - 2.3.3.1.4.2. The Department will hold a public hearing each year for input on the BHP Area Plan. After receiving public input on the BHP Area Plan, the Department shall present the BHP to each County Legislative Body for approval

### 3. DURATION.

- 3.1. This Interlocal Agreement shall be in full force and effect and be legally binding upon the Counties only after its execution and approval by resolution by the Legislative Bodies of each County. Thereafter, both this Interlocal Agreement and the Department's existence shall continue for a period of fifty (50) years. At which time, it may be terminated or a new agreement executed.

### 4. ORGANIZATION.

- 4.1. **Board of Health.** The Bear River Board of Health shall govern the Department, subject to the limitations outlined in [the Local Health Department Act](#).
- 4.2. **Membership.** Membership of the Bear River Board of Health shall consist of nine (9) voting members as follows:
  - 4.2.1. Voting Members
    - 4.2.1.1. One (1) elected official from each county, as determined by the Legislative Body; and
    - 4.2.1.2. Six (6) members of the public at large shall be appointed on a non-partisan basis in numbers proportional to the population of the Counties by the respective Legislative Bodies of the Counties, with the advice and recommendation of the Board of Health.
  - 4.2.2.
  - 4.2.3. An employee of the Department may not be a board member. All board members shall reside within the area served by the Department; and

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- 4.2.4. A majority of board members may not:
- a. be primarily engaged in providing health care or in the administration of facilities or institutions in which health care is provided;
  - b. hold a fiduciary position or have a fiduciary interest in any entity involved in the provision of health care;
  - c. receive either directly or through a spouse more than one-tenth (1/10) of the board member's gross income from any entity or activity relating to health care; and
  - d. be members of one particular type of business or profession.
- 4.3. **Appointment.** All members shall be appointed in accordance with subsection 4.3.1.2 by their respective County Legislative Body.
- 4.4. **Term.** Appointments shall be for a term of three (3) years and shall be made as possible, so one-third of the terms of office of those serving on the Board of Health expire each year. Board members appointed to fill vacancies shall hold office until the expiration of the terms of their predecessors. Board members may be appointed to successive terms pursuant to the policies of the respective Counties.
- 4.5. **Fiduciary Duty.** Each member of the Board of Health has and owes a fiduciary duty to the Department.
- 4.6. **Officers.** The Board of Health shall elect a chair, a vice-chair, and a secretary. The Executive Director of the Department appointed pursuant to [Utah Code 26A-1-105.5\(4\)](#) may serve as secretary to the Board of Health.
- 4.7. **Local Health Officer.** In accordance with [Utah Code 26A-1-105.5\(4\)](#), the appointed Executive Director shall serve as the Local Health Officer, hold office, and have the powers set forth in [Utah Code 26A-1-110](#), and may be removed as outlined in [Utah Code 26A-1-111](#).
- 4.8. **Meetings.** The Board of Health meetings shall be held at least six times per year. The chair may call special meetings or a majority of the board members at any time by providing three (3) days notice to each board member or, in the case of an emergency, as soon as possible after all board members have been notified.
- 4.9. **Quorum.** A majority of the Board of Health members shall constitute a quorum.
- 4.10. **Bylaws.** The Board of Health may adopt and amend bylaws that are not inconsistent with this agreement and state law for the transaction of business. The bylaws and any subsequent amendments shall be approved as to form by the Cache County Attorney and approved by a majority vote of a Quorum in a public meeting.
- 4.11. **Compensation.** Under [Utah Code 26A-1-109](#), board members serve without compensation but shall be reimbursed for actual and necessary traveling and subsistence expenses when absent from their place of residence to attend authorized meetings.
- 4.12. **Personnel.** The Legislative Bodies of the Counties shall ratify the Board of Health's approval of all changes to the Department's merit system, personnel policies, and compensation plans. In addition, the provisions of [Utah Code 26A-1-112](#) shall generally apply to the appointment of personnel, including removal for cause.
- 4.13. **Reports.** The Board of Health shall, annually, report the operations of the Department and the Board of Health to the local governing bodies of the municipalities and the Counties served by the Department. In addition, the Board of Health shall send a copy of the Department's approved budget to all local governing bodies of the municipalities and

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Counties served by the Department no later than thirty (30) days after the beginning of the Department's fiscal year.

- 4.14. **Behavioral Health Programs.** Through this Interlocal agreement, the Counties, as the Substance Abuse and Mental Health Authorities as outlined in [the Local Health and Human Services Act](#), delegate oversight of all Behavioral Health Programs to the Department, with the following stipulations.
- 4.14.1. The Counties grant the Department the responsibility for continuing, maintaining, and overseeing contracting for Behavioral Health Programs. Contracting shall be governed by [Utah Code, Title 63G, Chapter 6a \(the Utah Procurement Code\)](#) and the Department's approved procurement policies, subject to the following stipulations:
- 4.14.1.1. The Counties authorize the Department to contract directly with the Utah Department of Health and Human Services for any funds (state or federal) available to the Counties to deliver Behavioral Health Programs.
- 4.14.1.2. The Counties authorize the Department to develop, oversee, administer, and monitor contracts for Behavioral Health Programs on their behalf.
- 4.14.1.2.1. To avoid a lapse in critical government services and mitigate circumstances likely to negatively impact public health, safety, and welfare of vulnerable populations, the Department shall prioritize the Counties' established contract(s) for Behavioral Health Programs that exist at the creation of this Interlocal Agreement.
- 4.14.1.2.2. Changes may be made to the contract(s) as long as they are intended to enhance the integrity of the contract(s) or the delivery of Behavioral Health Programs. However, the duration established in the contracts referenced in subsection [4.14.1.2.1](#) shall remain unchanged unless the contracted service provider and the Department agree otherwise.
- 4.14.1.2.3. Any established contract(s) for Behavioral Health Programs shall be re-executed to spell out the expectation for delivering integrated mental health and substance abuse programs.
- 4.14.2. As permitted under [Utah Code 17-773-307](#), the Legislative Bodies of the Counties, under this agreement, officially establish a local behavioral health advisory council to advise on the planning, organization, and operation of all Behavioral Health Programs. The council shall be called the Bear River Behavioral Health Advisory Council (BHAC). The BHAC shall meet at least once per quarter and be governed by bylaws. The bylaws shall not conflict with any federal, state, or local law or this Interlocal Agreement and shall be approved by the Counties.
- 4.14.3. The BHAC shall comprise nine members appointed by the Counties as directed in [Utah Code 17-77-307](#), with the following makeup based on county population.
- 4.14.3.1. Five members from Cache County;

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- 4.14.3.2. Three members from Box Elder County;
  - 4.14.3.3. One member from Rich County; and
  - 4.14.4. BHAC members shall be selected from persons who are representative of interested groups in the community, but may not be individuals employed by or otherwise associated with contracted service providers.
    - 4.14.4.1. All BHAC members shall be appointed by their respective County Legislative Body, with the BHAC's advice and recommendation.
      - 4.14.4.1.1. Initially, one-fourth of the voting members shall be appointed for one year, one-fourth for two years, one-fourth for three years, and one-fourth for four years.
        - Cache County (5 members)
          - One member initially appointed for a four-year term;
          - One member initially appointed for a three-year term;
          - One member initially appointed for a two-year term; and
          - Two members initially appointed for a one-year term.
        - Box Elder County (3 members)
          - One member initially appointed for a four-year term;
          - One member initially appointed for a three-year term; and
          - One member initially appointed for a two-year term
        - Rich County (1 member)
          - One member initially appointed for a four-year term.
      - 4.14.4.1.2. After the completion of the initial term, each member's seat shall be for a four-year term.
      - 4.14.4.1.3. Vacancies shall be filled in the same manner as for unexpired terms.
      - 4.14.4.1.4. Any council member may be removed for cause.
    - 4.14.4.2. The BHAC shall advise the Counties in planning (including the required BHP Area Plan), organizing, and operating community Behavioral Health Programs.
    - 4.14.4.3. Under this Interlocal Agreement, the BHAC shall be an agent of the Counties and is subject to laws and requirements relating to the Local Mental Health and Substance Abuse Authorities. All BHAC meetings shall comply with [Utah Code Title 52, Chapter 4 \(the Open and Public Meetings Act\)](#).
  - 4.14.5. Under this Interlocal Agreement, the Department is authorized to fulfill the requirements set forth in [Utah Code 17-77-201\(5\)](#) and [17-77-301\(5\)](#) in appointing

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directly or by contract a Director of Behavioral Health Programs. Once appointed, the Director shall:

- 4.14.5.1. Serve as the director of substance use programs and services per [Utah Code 17-77-201\(5\)](#);
- 4.14.5.2. Serve as the director of mental health programs and services per [Utah Code 17-77-301\(5\)](#);
- 4.14.5.3. Shall not be the Local Health Officer;
- 4.14.5.4. ;
- 4.14.5.5. Work with the BHAC in planning (including the required BHP Area Plan), organizing, and operating community behavioral health programs;
- 4.14.5.6. Ensure compliance with all applicable state and federal statutes, policies, audit requirements, contract requirements, and any directives resulting from those audits and contract requirements;
- 4.14.5.7. Have general oversight of Medicaid Capitation for Behavioral Health Programs; and
- 4.14.5.8. Develop, oversee, and administer all subcontracts with qualified behavioral health providers;
  - 4.14.5.8.1. Provided that subcontracted providers shall establish administrative, clinical, personnel, financial, procurement, and management policies for behavioral health programs and facilities, in accordance with state division rules and state and federal law.

## **5. BUDGET, FUNDING, CONTRACTS & PROCUREMENT.**

### **5.1. Operating Budget.**

- 5.1.1. The Department's fiscal year shall begin on January 1 and end on December 31.
- 5.1.2. The Local Health Officer of the Department shall submit a proposed fiscal year budget to the Board of Health for the upcoming fiscal year.
- 5.1.3. The Board of Health shall adopt an annual budget for each fiscal year in compliance with the Uniform Fiscal Procedures Act for Counties, [Utah Code, Title 17, Chapter 36 \(the Fiscal Authority and Processes Code\)](#). The proposed annual budget, approved by the Board of Health, shall be presented to the Legislative Bodies of the Counties.

### **5.2. County Funding.**

- 5.2.1. In accordance with [Utah Code 26A-1-117](#), the Counties involved in the establishment and operation of the Department shall be responsible for funding the ongoing operations as follows.
  - 5.2.1.1. In accordance with [Utah Code 26A-1-115](#), the cost of establishing and maintaining the Department shall be apportioned among the participating Counties based on the most recent federal census

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population estimates in proportion to the total population of all Counties within the boundaries of the Department.

- 5.2.1.1.1. The population appropriation may be paid from the County General Fund, from the levy of a tax, or in part by an appropriation and in part by a levy under [Utah Code 17-63-701\(2\)](#).
- 5.2.1.1.2. The County's population appropriation shall be jointly evaluated by an Appropriation Committee every five years, and a recommendation shall be made regarding the per-capita appropriation for the subsequent five (5) year period.
- 5.2.1.1.3. The County Legislative Bodies will review and consider this appropriation recommendation for adoption.
- 5.2.1.1.4. Appropriated funds shall only be used to support the Department's operations.
- 5.2.1.1.5. Once the Counties adopt this agreement, the minimum population appropriation may be reduced only through consultation and approval by the County Legislative Body of each County involved.
- 5.2.1.1.6. The agreed-upon population appropriation will be in a written addendum to this agreement.
- 5.2.1.1.7. Nothing in this Interlocal Agreement shall prohibit a County from contributing more than the agreed-upon population appropriation.

#### 5.2.2. County Match.

- 5.2.2.1. In accordance with [Utah Code 26A-1-115\(6\)\(a\)\(i\)](#), all state funds distributed by contract from the Utah Department of Health and Human Services to the Department for public health services shall be matched at a percentage determined by the Utah Department of Health and Human Services in consultation with the Department.
- 5.2.2.2. Medicaid Match Contract
- 5.2.2.3. In accordance with Utah Code [17-77-201\(5\)\(k\)](#) and [17-77-301\(5\)\(x\)](#), the Counties agree to provide funding equal to at least 20% of the state funds received to fund services described in the required BHP Area Plan.

5.3. **Contract Funding.** The Department is authorized to contract with the Utah Department of Health and Human Services and other state and federal agencies to bring eligible public health, mental health, and substance abuse funding to the Counties.

- 5.3.1. The Local Health Officer is authorized to approve all new and renewed contracts, grants, and other revenue sources for Public Health Programs, provided that such contracts align with local needs.

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- 5.3.1.1. The Local Health Officer may authorize agreements that are not in conflict with state law and are conditional on receiving funds through a donation, grant, or contract.
  - 5.3.1.2. After a thorough review, any proposed contracts shall be submitted to the Local Health Officer for authorization.
  - 5.3.1.3. The Board of Health may direct the Local Health Officer to cancel or not renew any contract, grant, or other source of revenue.
- 5.4. **Fees.**
- 5.4.1. The Board of Health shall annually establish and adopt a fee schedule for all Department programs and services for which there is a charge, based on recommendations provided by the Local Health Officer.
    - 5.4.1.1. The provisions of [Utah Code 26A-1-114](#) shall generally apply to the Department's establishment and collection of fees.
    - 5.4.1.2. For budgeting purposes, all fee amounts shall be finalized by October 31 of each year and shall take effect at the beginning of the next calendar year.
    - 5.4.1.3. The Board of Health shall not establish fees for programs and services for which a fee has been directed and set by state statute or rule.
- 5.5. **Additional Revenue.** Money from surpluses, grants, and donations may also be used to establish and maintain the Department.
- 5.6. **Security for Financing Physical Facilities.** In accordance with [Utah Code 26A-1-115](#), the cost of providing, equipping, and maintaining suitable offices and facilities for a local health department is the responsibility of participating Legislative Bodies of the Counties. Under this agreement, this is best accomplished in consultation with the Board of Health to ensure that the facilities adequately address the community's needs. To facilitate the financing of physical facilities, each county may enter into separate arrangements with the Department regarding the operation and utilization of all facilities used for Public Health Programs in its county.
- 5.7. **Treasurer.** The provisions of Utah Code [17-77-201\(2\)\(c\)\(i\)\(a\)](#), [17-77-301\(2\)\(c\)\(i\)\(a\)](#), and [26A-1-118](#) shall apply, and the Cache County Treasurer shall serve as treasurer for the Department over Public Health and Behavioral Health Programs. The treasurer or other disbursing officer authorized by the treasurer may make payments from monies for the joint programs and services of the Counties upon audit of the appropriate auditing officer or officers representing the Counties.
- 5.8. **Auditor.**
- 5.8.1. The Counties grant the Department the authority to appoint an independent auditor to audit the operation of the Department as outlined in Utah Code [17-77-201\(2\)\(c\)\(ii\)](#), [17-77-301\(2\)\(c\)\(ii\)](#), and [26A-1-115\(7\)\(a\)](#).
  - 5.8.2. The Counties reserve the right to assign an auditor to audit any Department operations.
- 5.9. **Procurement Procedures.** The Department will develop written procurement policies to guide all procurement procedures, except as dictated otherwise in subsection [4.14.1](#) of

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this Interlocal Agreement. The procurement policies shall not conflict with [Utah Code 11-13-226](#), be reviewed by legal counsel, and be approved by the Board of Health.

## **6. LEGAL REPRESENTATION.**

- 6.1. The Cache County Attorney shall provide legal representation for Public Health and Behavioral Health Programs as required by Utah Code [26A-1-120](#), [17-77-201\(2\)\(c\)\(iii\)](#), and [17-77-301\(2\)\(c\)\(iii\)](#).
  - 6.1.1. The other Counties may authorize the Cache County Attorney to represent them in defending or prosecuting actions within their counties related to public health and behavioral health programs.
  - 6.1.2. The other Counties may authorize the Cache County Attorney to provide legal services within their County, consistent with the provisions of Utah Code [26A-1-120](#).
  - 6.1.3. The Health Officer shall notify the Cache County Attorney of any pending or imminent legal actions against the Department.
  - 6.1.4. If there is a conflict of interest involving the county attorney acting as legal advisor to the Department or defending an action against the Department, the Board of Health, or officers and employees, the Cache County Attorney shall assign an attorney from a participating county herein to act as legal advisor.

## **7. REPRESENTATION.**

- 7.1. **County Representation.** Each County represents that it is a political subdivision of the State of Utah and is authorized to enter into the transactions contemplated by this Interlocal Agreement and to carry out its obligations hereunder, including funding the Department per the Local Health Authorities Act.
- 7.2. **No Litigation.** Each County represents that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which said County, as applicable, is a party or to which any of its property is subject, which, if determined adversely to said County, would individually or in the aggregate (i) affect the validity or enforceability of this Interlocal Agreement, or (ii) otherwise materially adversely affect the ability of the said County to comply with its obligations under this Interlocal Agreement or the transactions contemplated by this Interlocal Agreement.

## **8. TERMINATION AND DISSOLUTION.**

- 8.1. **Termination & Dissolution.**
  - 8.1.1. Any party to this agreement may terminate its participation in this entity only after complying with [Utah Code 26A-1-122](#).
  - 8.1.2. At least ninety (90) days prior written notice of the withdrawal shall be given to the Board of Health.
  - 8.1.3. The effective date of any withdrawal shall be December 31.

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- 8.1.4. The participating Counties shall establish local health departments under Section [26A-1-103](#), [26A-1-105](#), or [26A-1-106](#) at least 30 days before dissolution of the Department.
  - 8.1.5. Upon termination, the Board of Health is authorized to take such actions as necessary to effectuate the dissolution of the Department and dispose of the property of the Department as spelled out in subsection [8.2](#) of this Section.
  - 8.1.6. Unless explicitly stated otherwise in this Interlocal Agreement, no party shall have the right to unilaterally cancel, rescind, or terminate this Interlocal Agreement due to a breach. However, this limitation does not affect any other rights or remedies that either party may have as a result of such a breach.
  - 8.2. **Division of Assets.** Upon termination and dissolution of this Interlocal Agreement, title to the assets of the Department shall revert to the respective Counties for which those assets have been secured and utilized for the delivery of Public Health Programs.
  - 8.3. **Division of Workforce.** Upon termination and dissolution of this Interlocal Agreement, the Counties agree to jointly negotiate in good faith regarding the division of the current workforce. The Counties agree that the primary focus of the negotiations will be to minimize the disruption of public health service delivery in each county.

## 9. MISCELLANEOUS

- 9.1. **Filing.** Each County covenants to file this Interlocal Agreement with its records keeper.
- 9.2. **Assignment.** None of the Counties may assign any interest herein without the consent of all other parties to this Interlocal Agreement.
- 9.3. **Counterparts.** This Interlocal Agreement may be executed in multiple counterparts, each of which will be considered an original for all purposes. Each County agrees to execute any necessary deeds, instruments, legal documents, and resolutions or ordinances to implement the terms of this Interlocal Agreement.
- 9.4. **Entire Contract.** This Interlocal Agreement consolidates, supersedes, and replaces all previous negotiations, representations, and agreements between the Counties regarding the subject matter addressed herein. It serves as the complete contract between the Counties concerning the establishment and powers of the Department. Additionally, the intent of this Interlocal Agreement is to document and reaffirm the formation and powers that the Department has exercised up to this point.
- 9.5. **Amendment.** This Interlocal Agreement may only be modified or amended in writing. Such modifications or amendments shall be signed by a duly authorized representative of the Counties, following the adoption of a resolution by the Counties' Legislative Bodies that approves the changes.
- 9.6. **Attorney Fees.** The prevailing party in any litigation to interpret and/or enforce the provisions of this Agreement shall be entitled to an award of reasonable attorney fees and costs, in addition to any other relief that the court grants.
- 9.7. **Severability.** Whenever possible, each provision of this Interlocal Agreement shall be interpreted in such a manner as to be valid; but if any provision of this Interlocal Agreement is held, in a final judicial determination, to be invalid or prohibited under applicable law, that provision shall be ineffective to the extent of such invalidity or

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prohibition without invalidating the remainder of such provision or the remaining provisions of this Interlocal Agreement. Notwithstanding the foregoing, however, should such judicially determined invalidity of any provision of this Interlocal Agreement frustrate the intended purpose of the member entities, as expressed herein, that invalidity shall cause this Interlocal Agreement to be terminated, with the parties, to the extent possible, to be restored to the status quo.

- 9.8. **Conflict with State Law.** To the extent that any provision contained in this Interlocal Agreement is, or subsequently comes, in conflict with Utah State Code, Utah State Code shall be controlling with respect to the Department's organization and operation.
- 9.9. **Governing Law.** The laws of the State of Utah shall govern this Agreement.
- 9.10. **Annual Review.** The Local Health Officer shall work with the Cache County Attorney's Office to conduct an annual review of this Interlocal Agreement to ensure all references to Utah State Code are current and that this Interlocal Agreement complies with current Utah State Code to assess potential conflicts and suggest solutions to clarify or resolve them. The findings of this review, along with any recommended changes and an overview of the overall context and structure of this Interlocal Agreement, will be presented to the Counties as part of the annual report required under [Utah Code 26A-1-109\(6\)](#).

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**AGREED TO AND APPROVED BY:**

\_\_\_\_\_  
Name Date  
Box Elder County Commission Chair

\_\_\_\_\_  
Name Date  
Cache County Council Chair

\_\_\_\_\_  
Name Date  
Cache County Executive

\_\_\_\_\_  
Name Date  
Rich County Commission Chair

**APPROVED TO FORM**

\_\_\_\_\_  
Name Date  
Box Elder County Attorney

\_\_\_\_\_  
Name Date  
Cache County Attorney

\_\_\_\_\_  
Name Date  
Rich County Attorney



**CACHE COUNTY  
RESOLUTION NO. 2026 – 23**

**A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE LOGAN-CACHE  
AIRPORT AUTHORITY INTERLOCAL AGREEMENT**

- (A) WHEREAS, Utah Code Ann. §§ 17-64-4 and 17-64-5 grant the Cache County Council the authority to "exercise all legislative powers, have all legislative duties, and perform all legislative functions of the county," and further authorize the Council to "pass ordinances," "pass resolutions," and adopt policies that conform with state and federal law; and
- (B) WHEREAS, Cache County Code § 2.12.120 gives the Cache County Council the authority to "enact ordinances and adopt resolutions necessary and appropriate to establish official policy"; and
- (C) WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Title 11, Chapter 13, permits public agencies to enter into agreements with one another to provide services and joint undertakings; and
- (D) WHEREAS, Cache County and Logan City previously entered into an Interlocal Agreement effective December 1, 1992, which established a separate interlocal entity known as the Logan-Cache Airport Authority ("Airport Authority") to own, fund, manage, and operate the Logan-Cache Airport; and
- (E) WHEREAS, the County and City executed a Withdrawal Agreement on December 19, 2025, outlining terms for the City's complete withdrawal from the Airport Authority; and
- (F) WHEREAS, both parties have since reconsidered said withdrawal and determined that because the Airport is physically located within the municipal boundaries of Logan City, it is in the best interest of the community, public safety, and economic development for the City to remain a member of the Airport Authority without carrying ongoing financial obligations or liabilities; and
- (G) WHEREAS, Amendment No. 1 to the Logan-Cache Airport Authority Interlocal Agreement has been negotiated to successfully rescind the 2025 Withdrawal Agreement, eliminate the City's future funding liabilities, establish a restructured governance model comprising a Sponsor Board and an Airport Authority Board, and outline clear parameters for public utility easements; and
- (H) WHEREAS, the Cache County Council finds that updating the Airport Authority is governed and operated will improve public accountability, increase transparency, and help the Logan-Cache Airport succeed as an untapped economic and travel asset for Cache County, its cities, and local partners and operators; and
- (I) WHEREAS, Cache County Code 3.16.060(B) provides that "No interlocal cooperation agreement requiring approval of the county council pursuant to state law may be entered or executed without the adoption of a resolution of approval by the county council;" and



**CACHE COUNTY  
RESOLUTION NO. 2026 – 23**

- (J) WHEREAS, the Cache County Council finds that approving this Amendment is in the best interest of the health, safety, and welfare of the residents of Cache County;

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

**SECTION 1. Approval of Interlocal Agreement**

The document entitled "Amendment No. 1 to the Logan-Cache Airport Authority Interlocal Agreement," attached hereto as Exhibit A and incorporated by this reference, is hereby approved. The appropriate county officers are authorized and directed to execute the Amendment on behalf of Cache County, subject to all other applicable state and local laws.

**SECTION 2. Transmission of Documents**

Upon full execution of the Amendment by both parties, this resolution of approval, the signed Amendment, and all associated documents shall be forwarded to Logan City, the Logan-Cache Airport Authority, and filed with the keeper of records of the interlocal entity pursuant to Utah Code § 11-13-209.

**SECTION 3. Effective Date**

This resolution shall take effect following its passage and approval by the County Council.



**CACHE COUNTY  
RESOLUTION NO. 2026 – 23**

PASSED AND APPROVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH  
THIS \_\_\_ DAY OF \_\_\_\_\_ 2026.

Council Member	In Favor	Against	Abstained	Absent
JoAnn Bennett				
Kathryn Beus				
David Erickson				
Keegan Garrity				
Sandi Goodlander				
Nolan Gunnell				
Mark Hurd				
Total				
FINAL ACTION: _____ ADOPT      _____ REJECT				

**CACHE COUNTY:**

**ATTEST:**

By: \_\_\_\_\_  
Sandi Goodlander, Chair

By: \_\_\_\_\_  
Bryson Behm, County Clerk



**CACHE COUNTY  
RESOLUTION NO. 2026 – 23**

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**Exhibit A**

**" Amendment No. 1 to the Logan-Cache Airport Agreement"**

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**AMENDMENT NO. 1  
TO THE LOGAN-CACHE AIRPORT AUTHORITY INTERLOCAL AGREEMENT**

This AMENDMENT NO. 1 TO THE LOGAN-CACHE AIRPORT AUTHORITY INTERLOCAL AGREEMENT (“Amendment” or “Amendment to Interlocal Agreement”), is made this \_\_\_ day of May 2026, by and between Cache County (“County”) and Logan City (“City”).

**BACKGROUND**

The Parties entered into an Agreement dated May 16, 1978 (“1978 Agreement”) whereby the City conveyed certain real property to be used for the operation of the Logan-Cache Airport (“Airport”) and the County agreed to assume responsibility for the maintenance and operation of the Airport.

Effective December 1, 1992, the Parties executed an Interlocal Agreement (“1992 Interlocal Agreement” or “Interlocal Agreement”), which superseded the 1978 Agreement, with the intent to own, fund, manage and operate the Airport facilities by and through a separate interlocal entity, the Logan-Cache Airport Authority (“Airport Authority”). Attached hereto as Exhibit A is a copy of the Interlocal Agreement.

On December 19, 2025, the Parties entered into a Withdrawal Agreement (“Withdrawal Agreement”) whereby the Parties agreed that it was in the Parties’ mutual best interest for the City to withdraw from the Airport Authority and to restructure the Airport Authority for better governance of the Airport. Since entering into the Withdrawal Agreement, the Parties have reconsidered the City’s withdrawal from the Airport Authority and desire that the City remain a member of the Airport Authority, without any financial obligations or liabilities to the Airport, due to the Airport’s physical location within City boundaries and the City’s continuing interest in matters affecting the Airport. The Parties desire to amend their prior arrangements to allow the City to remain a member of the Airport Authority while eliminating the City’s financial obligations and preserving an appropriate role for the City in the governance of the Airport.

The Parties intend the Airport Authority continue the ownership and management of the Airport as a distinct legal entity separate from the County and the City, as created by the 1992 Interlocal Agreement, in order to serve, protect, preserve and enhance the health, safety, and welfare of the citizens of Cache County and to promote and encourage commercial recreational aviation and economic development within the community. The Parties recognize changes are

needed for the Airport to achieve its maximum potential as both an aeronautic and economic resource for the Cache County area and agree that the County is best positioned to provide future, ongoing financial support for the Airport Authority.

Nothing in this Amendment shall be construed to terminate, dissolve, impair or otherwise affect the legal existence or continuity of the Airport Authority as a separate legal entity. The Parties acknowledge that the Airport Authority was created pursuant to the 1992 Interlocal Agreement and has continued in existence since its creation.

The purpose of this Amendment is to: (i) remove the City's financial obligations and liabilities related to or associated with the operation, maintenance, improvement of the Airport; (ii) restructure the management and oversight of the Airport; and (iii) provide for the grant of public utility easements to the City for light and power utilities located at the Airport; and (iv) rescind the Parties' Withdrawal Agreement.

#### **AMENDMENT**

**THEREFORE**, in consideration of the mutual terms and covenants contained herein, the Parties hereby agree to amend the Interlocal Agreement as follows:

1. The Introductory (Opening) Paragraph of the Interlocal Agreement is unchanged by this Amendment and remains in full force and effect.

2. Recital A of the Interlocal Agreement entitled "Purpose" is hereby revoked and replaced with the following:

"The Parties intend that the Airport Authority shall own, manage and operate the Airport and all Airport Authority facilities, improvements, real property and assets pursuant to the governance established in this Interlocal Agreement, the Airport Authority's bylaws, and any amendments thereto."

3. Recital F of the Interlocal Agreement entitled "Utility Service" is hereby revoked and replaced with the following:

"The City shall continue to provide utility services to the Airport, including electrical power, water, wastewater and stormwater services. The Airport Authority shall receive such services on the same terms and conditions applicable to other customers, and in accordance with applicable utility rates, fees, charges and policies as amended from time to time. The Airport

Authority shall grant to the City all necessary public utility easements necessary to construct, operate, and maintain City-owned utilities serving the Airport.”

4. Recital B (“Previous Agreement”); Recital C (“Prior Performance”); Recital D (“Need for New Agreement”); Recital E (“Legal Description”); Recital G (“Airport Powers”); Recital H (“Authority”) of the Interlocal Agreement are unchanged by this Amendment and remain in full force and effect.

5. Section 1 of the Interlocal Agreement entitled “Creation of Entity” is hereby revoked and replaced with the following:

“1. Creation of Interlocal Entity

Pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (as amended), the Parties hereby create a separate legal entity to be known as the “Logan-Cache Airport Authority” (the “Authority” or “Airport Authority”). The Authority shall constitute a separate legal entity distinct from the Parties and shall possess the powers and duties set forth in this Agreement and applicable law.”

6. Section 2 of the Interlocal Agreement entitled “Term of Agreement” is hereby revoked and replaced with the following:

“This Agreement shall remain in full force and effect for a minimum of ten (10) years from the effective date of this Amendment but shall not extend beyond a period of fifty (50) years of this Amendment.”

7. Section 3 of the Interlocal Agreement entitled “Withdrawal” and Section 4 of the Interlocal Agreement entitled “Termination” are hereby revoked and replaced with the following:

“3. Withdrawal and Termination

Following the expiration of the minimum term of this Agreement as set forth in Section 2, either Party may withdraw its membership in the Airport Authority as follows:

- (a) Voluntary Withdrawal by Resolution. Either Party may withdraw from the Airport Authority, with or without cause, by: (i) adopting a resolution through its legislative body expressing its intent to withdraw; and (ii) delivering written notice of such intent

- to the other Party at least six (6) months prior to the end of the Airport Authority's fiscal year. The remaining Party shall take all actions reasonably necessary to continue operation of the Airport Authority and to amend applications, assurances, agreements or other filings with the Federal Aviation Administration ("FAA") to reflect that the remaining Party is the sole member of the Airport Authority.
- (b) Withdrawal for Non-Compliance. If a Party fails to perform any material obligation under this Agreement, the Airport Authority shall provide written notice to the noncomplying Party describing the nature of the noncompliance. The noncomplying Party shall have six (6) months from the receipt of such notice to cure the non-compliance.
- (c) Effective Date of Withdrawal. Withdrawal by resolution shall be effective as of the last day of the Authority's fiscal year in which the notice of withdrawal is delivered. Withdrawal for noncompliance shall be effective upon approval by the FAA and/or the Secretary of Transportation, after the expiration of the cure period.
- (d) Termination of Agreement. The Parties may terminate this Agreement as follows:
- i. Joint Agreement. The Parties may terminate this Agreement by entering into a written termination agreement executed by both Parties.
  - ii. Withdrawal of A Party. The voluntary withdrawal of either Party, or the withdrawal of either Party due to noncompliance, will automatically terminate this Agreement.
  - iii. Effective Date of Termination. Because termination is subject to applicable FAA Grant Assurances 5(b) and (f), the effective date of any termination of this Agreement will occur only upon approval by the United States Secretary of Transportation of the transfer of assets and the assumption of management and operation of the Airport. Any termination or dissolution of the Airport Authority will occur only in accordance with this Amendment and applicable state and federal law.
- (e) Dissolution of Airport Authority.
- i. Resolution by Both Parties. The Parties may dissolve the Airport Authority by adopting a resolution by their respective governing bodies approving the dissolution of the Airport Authority. Each resolution shall expressly approve

the dissolution and termination of the Airport Authority; authorize the execution of all documents necessary to effectuate the dissolution; and be delivered to the other Party within thirty (30) days of adoption. The dissolution shall comply with this Agreement, Airport Authority governing documents, all applicable FAA grant assurances and any other applicable federal and state requirements.

- ii. Continued Airport Operation by County. In the event that the Airport Authority is dissolved, all assets owned by the Airport Authority as of the effective date of such dissolution--including real property, together with any improvements thereon, any unencumbered funds, tangible and intangible property, and other assets of any nature--shall be conveyed to Cache County by appropriate instrument(s), provided the County continues operation and management of the Airport for a minimum of twenty (20) years from the effective date of the Airport Authority dissolution.
- iii. Dissolution With Intent to Cease Airport Operations. If the Parties agree to dissolve the Airport Authority with the intent to end operations of the Airport. Upon the effective date of dissolution, and subject to any restrictions, reversionary interests, repayment obligations, or other limitations imposed by such grant or other applicable state or federal requirements, all assets of the Airport Authority then owned, including real property together with any improvements thereon, any unencumbered funds, tangible and intangible property, and any other assets of any nature shall be distributed in equal shares to the County and City.”

8. Section 5 of the Interlocal Agreement entitled “Limited Obligations” is unchanged by this Amendment and remains in full force and effect.

9. Section 6 of the Interlocal Agreement entitled “Powers of the Authority” is hereby revoked and replaced with the following:

“4. The Airport Authority

- (a) General Powers. The Airport Authority shall have the power to acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, and regulate the Airport and all other powers authorized by Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-201 *et seq.*
- (b) Limited Powers. The Airport Authority shall have no power or authority to issue bonds, or permit or authorize any lien or encumbrance to be placed against the real property of the Airport, in each case without prior written consent of the Sponsor Board .
- (c) Additional Powers. The Airport Authority shall have the power and responsibility to keep and maintain appropriate and necessary records, make and enter into contracts, employ employees, agents, and consultants, and make all necessary and appropriate bylaws, rules, policies, and regulation regarding the Airport Authority and its functions subject to applicable federal and state laws, rules, regulations, and assurances.”

**10.** Section 7 of the Interlocal Agreement entitled “Current Agreements” is unchanged by this Amendment and remains in full force and effect.

**11.** Section 8 of the Interlocal Agreement entitled “Governing Board” is hereby revoked and replaced with the following:

“8. Airport Authority Sponsor Board

- (a) Sponsor Board Members. The Airport Authority Sponsor Board shall consist of the following seven (7) members:
  - i. Three (3) members of the Cache County Council, at least (1) one of whom shall be a citizen residing in Logan City, each appointed by the Cache County Council;
  - ii. The Logan City Mayor or his/her designee;
  - iii. One (1) member of the Logan City Council, appointed by the Logan City Mayor with the advice and consent of the Logan City Council; and
  - iv. Two (2) Cache County elected officials, appointed by the Cache County Executive with the advice and consent of the Cache County Council.
  - v. No member of the Sponsor Board may serve as an Airport Authority Board member.

- (b) Members Terms. Upon appointment to the Sponsor Board, each member shall serve for the duration of their current term in office. Membership on the Sponsor Board terminates automatically when a member's term in office ends or they otherwise leave office.
- (c) Advisory Member. The Cache County Attorney shall serve as a non-voting, advisory member of the Sponsor Board, whose presence shall not count toward a quorum.
- (d) Airport Authority Board Appointments. With the exception of the County Elected Official, the Sponsor Board shall appoint and remove Airport Authority Board Members.
- (e) The Sponsor Board shall appoint or remove members of the Airport Authority Board by a two-thirds (2/3) majority vote of the Sponsor Board.
- (f) General Powers. The Sponsor Board shall have power and authority to:
  - i. Enact bylaws, policies, and procedures necessary for the governance of the Sponsor Board;
  - ii. Make any changes necessary for the effective governance of the Airport Authority, except that it may not alter the Sponsor Board's composition or the financial and legal obligations of the Parties under this Agreement;
  - iii. Exercise all rights and powers necessary to fulfil the terms, conditions, and assurances of any FAA Grant entered into by the Airport Authority, including the power to override any action taken by the Airport Authority Board that would applicable state or federal law or the conditions of an FAA grant.
- (g) Meetings. The Sponsor Board:
  - i. Shall meet at least annually to receive a report from the Airport Authority Board and conduct any necessary business;
  - ii. Shall elect from among its members a Chair and vice Chair of the Sponsor Authority Board;
  - iii. Meetings of the Sponsor Board are intended to be conducted in an efficient and orderly manner. The Sponsor Board May use Robert's Rules of Order as a procedural guide; provided, however, that no action taken or decision made by the Sponsor Board shall be deemed invalid or otherwise affected by a nonmaterial failure to comply with Robert's Rules of Order.

- iv. Shall require the affirmative vote of a majority of the members present at a meeting at which a quorum is present to approve any action taken or decision made by the Sponsor Board.
- v. Shall comply with all requirements of the Utah Open and Public Meetings Act, Utah Code Ann. § 52-4-101 *et seq.* as amended
- (h) Required Training. Each member of the Sponsor Board shall complete all training required by the Utah State Auditor’s Office for board members within six (6) months of appointment to the Sponsor Board.
- (i) Ethics Compliance and Conflict of Interest Disclosure. Each Sponsor Board member shall comply with all applicable provisions of the Utah Public Officers’ and Employees’ Ethics Act. Without limiting the generality of the foregoing, each Board member shall complete and submit to the County a fully completed conflict of interest disclosure form within thirty (30) days after they are appointed to the Sponsor Board and in January of each year they serve on the Sponsor Board.”

**12. Section 9** of the Interlocal Agreement entitled “Minimum Standards for Airport Services” is hereby revoked and replaced with the following:

“9. Airport Authority Board.

- (a) Airport Authority Board Members. The Airport Authority Board shall consist of the following seven (7) members:
  - i. Six (6) members appointed from the general public, with preference given to individuals with expertise in aviation, finance, business management, law, engineering, or economic development.
  - ii. One (1) countywide elected official, appointed by the Cache County Executive with the advice and consent of the Cache County Council.
  - iii. No member of the Airport Authority Board may simultaneously serve as a member of the Sponsor Board.
  - iv. The Airport Authority Director shall serve as a non-voting *ex officio* advisory member of the Airport Authority Board, whose presence shall not count toward a quorum.

- (b) Member Terms and Vacancies. The term for each appointed member of the Airport Authority Board shall be four (4) years. No member of the Airport Authority Board may serve no more than three (3) consecutive terms. An individual who has served three (3) consecutive terms shall not be eligible for reappointment until at least four (4) years have elapsed since the end of their most recent term. When a vacancy occurs on the Airport Authority Board, the Sponsor Board shall cause public notice of the vacancy to be issued and applications solicited for no less than fourteen (14) days. Applicants shall submit a resume and statement of interest. The Sponsor Board shall serve as the appointing authority for the Airport Authority Board.
- (c) Initial Terms for Board Members.
- i. Upon the effective date of this Amendment, the existing Airport Authority Board shall be dissolved and reconstituted in accordance with the provisions of this Amendment.
  - ii. Upon reconstitution, the initial appointments to the Airport Authority Board shall be staggered as follows: one (1) member appointed to a one-year term; two (2) members appointed to two-year terms; one (1) member appointed to a three-year term; and two (2) members appointed to four-year terms. Following the expiration of these initial terms, all subsequent appointments shall be made in accordance with the term requirements and limits set forth in subsection (9)(b).
- (d) General Powers and Obligations. Unless otherwise provided herein, the Airport Authority Board shall have the following rights, power, authority and obligations:
- i. Be responsible for all technical oversight, operation, management, maintenance, repair, and improvement of the Airport and its facilities.
  - ii. To enact bylaws, policies, and procedures necessary for the governance of the Airport Authority Board;
  - iii. Acquire, establish, construct, expand, equip, improve, maintain, operate, and regulate the Airport;
  - iv. Enact fees, assessments, and other charges consistent with state and federal law and all FAA grant assurances;

- v. Enter into contracts, including operator agreements, ground leases, and tie-down lease;
- vi. Employ employees, agents, consultants, and contractors;
- vii. Adopt all necessary and appropriate rules, regulations, and policies related to the management of the Airport, subject to applicable local, state and federal laws, regulations, and FAA grant assurances;
- viii. Shall submit to the Sponsor Board a report, at a minimum quarterly, or more frequently as determined by the Sponsor Board, concerning the status, operations, maintenance, capital improvement projects, planning and funding efforts and the financial condition of the Airport and Airport Authority. Such report shall also be provided to the County Auditor at any time upon request.
- ix. Exercise all rights, powers and authorities granted to an interlocal entity under the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (as amended) and the Utah Uniform Airports Act, Utah Code Ann. § 72-10-201 *et seq.* (as amended).

(e) Meetings.

- i. The Airport Authority Board shall elect from among its members a Chair and vice Chair of the Airport Authority Board each year;
- ii. The Airport Authority shall meet at least quarterly, and more frequently as necessary, to conduct the business of the Airport Authority;
- iii. Meetings of the Airport Authority Board are intended to be conducted in an efficient and orderly manner. Airport Authority Board may use Robert's Rules of Order as a procedural guide; provided, however, that no action taken or decision made by the Airport Authority Board shall be deemed invalid or otherwise affected by a nonmaterial failure to comply with Robert's Rules of Order.
- iv. Any action taken or decision made by the Airport Authority shall require the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

- v. The Airport Authority Board shall comply with all requirements of the Utah Open and Public Meetings Act, Utah Code Ann. § 52-4-101 *et seq.*, as amended.
- (f) Required Training. Each member of the Airport Authority Board shall complete all training required by the Utah State Auditor’s Office for board members within six (6) months of appointment to the Airport Authority Board.
- (g) Ethics Compliance and Conflict of Interest Disclosure. Each Airport Authority Board member shall comply with all applicable provisions of the Utah Public Officers’ and Employees’ Ethics Act. Without limiting the generality of the foregoing, each Board member shall complete and submit to the County a fully completed conflict of interest disclosure form within thirty (30) days after they are appointed to the Airport Authority Board and in January of each year they serve on the Airport Authority Board.”

**13. Section 10** of the Interlocal Agreement entitled “Municipal Services Budget” is hereby revoked and replaced with the following:

“10. Airport Finances.

- (a) Fiscal Procedures for Interlocal Entities. The Airport Authority Board shall comply with the Fiscal Procedures for Interlocal Entities as contained in the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-502 *et seq.*, as amended. The Airport Authority shall maintain its financial records and conduct its financial affairs in accordance with generally accepted accounting principles applicable to governmental entities and in compliance with all applicable state and federal laws, rules, regulations and standards. The Airport Authority Board shall adopt appropriate policies, regulations, and standards governing the accounting, payment processing, budgeting, grant administration, and other financial affairs of the Airport Authority.
- (b) Audit. The Airport Authority Board shall provide for an annual audit of its financial records. The annual audit may be conducted by the Cache County Auditor or, with the approval of the Sponsor Board, by an independent certified public accounting firm qualified and experienced in performing governmental audits. In addition, the Sponsor Board or the Cache County Auditor may initiate an audit of the Airport Authority at any time.

- (c) Contract for Fiscal Services. The Airport Authority Board may contract records management and fiscal services with the County, the City, or with the approval of the Sponsor Board, another entity with the capability and expertise to manage the records and finances of the Airport Authority. If either Cache County or Logan City is contracted with to provide these services, it shall be reimbursed for any actual costs incurred in providing these services, including costs for materials, books, software, storage or other goods and services utilized for such services to the Airport Authority.
- (d) Fiscal Year. The fiscal year of the Airport Authority shall be the calendar year, commencing on January 1 and ending on December 31 of each year.
- (e) Budget/Funding.
- i. Prior to adoption, the Airport Authority Board shall submit the proposed budget to the Sponsor Board for its review and approval at least three (3) months prior to the beginning of the fiscal year. The budget shall not become effective or be implemented unless and until it has been approved by the Sponsor Board.
  - ii. The Airport Authority shall submit any budget/funding request to the Cache County Council in accordance with the timing and procedures established through Cache County budgeting process.
  - iii. Upon approval of the Airport Authority's budget/funding request by the Cache County Council, a copy of the approved budget/funding request shall be transmitted to the Sponsor Board and the Airport Authority Board.
  - iv. The Airport Authority shall not submit any budget requests or other requests for funding, equipment, services, or similar support to the City.
  - v. Funding for the Airport Authority will be derived from revenues generated through the operation of the Airport, including fixed-base operator agreements, lease agreements, and other revenues generated by the operation of the Airport; grants; funds appropriated by the Cache County Council; and other such funding sources as may be approved by the Sponsor Board.
  - vi. The Airport Authority Board shall establish and maintain an enterprise fund for Airport operations and services that are financed primarily through user

fees and other Airport-generated revenues, with the goal of making the Airport financially self-sustaining.

(f) Contracts.

- i. Contracts Exceeding Approved Budget. The Airport Authority shall not enter into any contract or undertake any project or improvements that would exceed the approved budget without the approval of the Sponsor Board.
- ii. Long-Term Debt. The Airport Authority shall not incur any long-term debt without the approval of the Cache County Council and Sponsor Board. For the purposes of this Interlocal Agreement, “long-term debt” means any financial obligation or loan with a maturity date exceeding 24 months.

(g) Revenues. As required by FAA Grant Assurance 25 and any other applicable agreements, laws, rules or regulations, all revenues generated by the Airport shall be expended solely for the capital or operating costs of the Airport; the capital or operating costs of other facilities owned or operated by the Airport Authority that are directly and substantially related to the air transportation of passengers or property; or noise mitigation purposes, whether on or off Airport property.

(h) Utility Services.

- i. Water, Stormwater and Wastewater. The City shall continue to provide water, stormwater, and wastewater utility services, together with related maintenance, at the Airport at the current level of service through December 31, 2026. Effective January 1, 2027, the Airport Authority shall be responsible for paying all applicable rates, fees, and charges for water, stormwater, and wastewater utility services and maintenance provided at the Airport.
- ii. Utility Infrastructure. Effective January 1, 2027, the Airport Authority shall own, operate, maintain, repair, replace and be solely responsible for all water, stormwater, and wastewater utility infrastructure, appurtenances, equipment, devices and related improvements located on the Airport Property.
- iii. Light and Power. The Airport Authority shall pay all applicable rates, fees, and charges for all light and power utilities and maintenance provided at the Airport.

- iv. Light and Power Public Utility Easements. The Airport Authority shall grant to the City such public utility easements as are reasonable necessary for the installation, operation, inspection, maintenance, repair, replacement, and upgrade of light and power utilities serving the Airport Property. The City shall retain ownership of all light and power utility infrastructure and shall continue to operate and maintain all such infrastructure unless otherwise agreed to by the Parties in writing.
- (i) Insurance, Liabilities and Indemnification.
  - i. Insurance. The Airport Authority shall procure and maintain, at its expense, insurance coverage reasonably necessary and prudent for the ownership, operation, maintenance and management of the Airport and Airport facilities. Such coverage shall include, at a minimum, commercial general liability insurance, workers' compensation insurance as required by law, and property insurance covering Airport Authority-owned facilities and improvements, as appropriate. The Airport Authority shall periodically review its insurance coverage limits and shall maintain such additional coverage, including environmental liability, cyber liability, aviation liability, or other specialized coverages as may be reasonably necessary to protect the Airport Authority and the public from foreseeable risks associated with Airport operations. The Airport Authority shall provide evidence of such insurance coverage to the Sponsor Board each year. The commercial general liability policy shall be primary and non-contributory and shall be endorsed to name Logan City and Cache County (including their elected officials, officers, employees, agents, and volunteers) as additional insureds.
  - ii. No Continuing Financial Obligations. The Parties acknowledge and agree that the City shall have no financial responsibility or liability for any existing or future debts, liabilities, financial commitments or obligations of the Airport Authority, whether arising before or after the effective date of the Amendment. Unless otherwise stated in this Amendment, the City shall not be required to make any additional financial or in-kind contributions, appropriations or payments toward Airport operations, maintenance or

improvements. The City shall not bear any obligation for future capital improvements, projects, infrastructure, or indebtedness incurred by the Airport Authority.

- iii. Indemnification. The Airport Authority shall defend, indemnify, save harmless, and exempt the City and County of their respective officers, officials, agents, and employees from and against any and all claims, litigation, demands, or costs with respect to any injury or damages incident to any willful or negligent acts or omissions by the Airport Authority or its officers, agents, or employees including all costs of defense including, but not limited to, court costs and attorney's fees. The Parties agree that by the execution of this Amendment, no Party will be deemed to have waived their statutory defenses of sovereign immunity, nor will they be deemed to have increased their limits of liability, as provided for under Utah law, specifically the Utah Governmental Immunity Act."

**14. Section 11** of the Interlocal Agreement entitled "Fiscal Matters" is hereby revoked and replaced with the following:

"11. Miscellaneous.

- (a) Legal Representation. The Airport Authority may receive legal services from the Cache County Attorneys' Office, at the discretion of the Cache County Attorney. The Airport Authority, as a separate legal entity, shall have the authority to retain legal counsel of its own choosing.
- (b) Resolutions and Authorization. This Amendment shall not become effective unless and until a resolution has been duly adopted by the legislative body of each Party approving the Amendment. A copy of the resolution of each Party shall be attached to and incorporated into this Amendment.
- (c) Amendments. This Amendment may not be amended except by a subsequent written agreement of the Parties and the adoption by each Party of a resolution authorizing the amendment and execution of the same.
- (d) Prior Agreements.

- i. 1992 Interlocal Agreement. This Amendment replaces all conflicting provisions of the 1992 Interlocal Agreement. All other non-conflicting terms, including the consolidated legal description of the Airport property identified as Exhibit “A” in the 1992 Interlocal Agreement are hereby ratified and incorporated into this Amendment.
  - ii. Rescission of the December 19, 2025 Withdrawal Agreement. Effective retroactively as of December 19, 2025, the Parties, by and through this Amendment, mutually rescind, cancel, and terminate that the Withdrawal Agreement dated December 19, 2025. The Withdrawal Agreement shall be deemed null and void ab initio and of no force or effect whatsoever as though it had never been executed or existed.
- (e) Severability. The invalidity of any portion of this Agreement as determined by a court of competent jurisdiction, will not and shall not be deemed to affect the validity of any other provision. If any provision of this Amendment is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by the Parties subsequent to the expungement of the invalid provision.
- (f) Assignment. No assignment, delegation, transfer or novation of this Amendment or any part thereof, nor any rights or obligations hereunder, may be made by either Party unless such action is approved by all Parties in writing consistent with the Amendment process herein.
- (g) Dispute Resolution. Any dispute or claim under this Amendment will first be submitted to mediation with a mutually agreed upon mediator. The Parties agree to use mediation to attempt to resolve such dispute or claim prior to filing any legal proceedings in court. The Costs of mediation and fees of the mediator will be borne equally by the Parties.
- (h) Effective Date. The effective date of this Amendment shall be July 1, 2026.”

15. Section 12 through 28 of the Interlocal Agreement are hereby revoked.

**IN WITNESS WHEREOF**, this Amendment is signed by the Parties on the date indicated below.

LOGAN CITY

CACHE COUNTY

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Name: Mark A. Anderson  
Title: Logan City Mayor  
Date:

ATTEST:

---

Teresa Harris  
Logan City Recorder

---

Name: N. George Daines  
Title: Cache County Executive  
Date:

ATTEST:

---

Bryson Behm  
Cache County Clerk

LOGAN-CACHE AIRPORT AUTHORITY

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By:  
Title:  
Date:



**CACHE COUNTY  
RESOLUTION NO. 2026 – 06**

**A RESOLUTION DELETING CERTAIN CLASS B ROAD SEGMENTS FROM CACHE COUNTY'S CLASS B ROAD SYSTEM**

- (A) WHEREAS, Utah Code Ann. §§ 17-64-4 and 17-64-5 grant the Cache County Council the authority to "exercise all legislative powers, have all legislative duties, and perform all legislative functions of the county," and further authorize the Council to "pass ordinances," "pass resolutions," and adopt policies that conform with state and federal law;
- (B) WHEREAS, pursuant to Utah Code § 72-3-103(1)(b), a public road located within a municipality is classified as a County Class B road *only* if it has been specifically designated as such by the County; and
- (C) WHEREAS, pursuant to Utah Code § 72-3-104(1)(a), any public road located within the corporate limits of a municipality that is not designated as a County Class B road is defined by default as a City Class C street; and
- (D) WHEREAS, Utah Code § 72-3-107 requires the County Executive to maintain current plats and specific descriptions of all County roads; and
- (E) WHEREAS, the Cache County Council has identified a remnant section of former State Route 238 (SR-238), currently labeled on County records as CR-238, which was historically described as: *From Route 165 east to Millville; then northerly through Providence and River Heights to US-Route 91 in Logan, a distance of 4.7 plus or minus miles*; and
- (F) WHEREAS, current County road inventories and GIS records confirm the County's Class B designation for CR-238 now terminates at *S Country Road* (no longer US-Route 91) in Logan comprising a distance of approximately 4.2 plus or minus miles; and
- (G) WHEREAS, Cache County desires to update its Class B Road System to accurately reflect roads that serve a county-wide purpose;

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

**SECTION 1:**

The Official Cache County Class B Road System Plat is hereby amended to delete and remove from the County's Class B inventory:



**CACHE COUNTY  
RESOLUTION NO. 2026 – 06**

1. The roadway segments described as from Route 165 east to Millville; then northerly through Providence and River Heights to S Country Road in Logan, a distance of 4.2 plus or minus miles, and as further delineated in "Exhibit A" (attached).

This deletion exclusively applies to the segments in corporate limits of the corridor formerly known as SR-238 (currently CR-238) located within the corporate limits of Nibley, Millville, Providence, and River Heights.

**SECTION 2:**

The Council acknowledges that, effective upon this de-designation, the subject roadway segments—being located within municipal boundaries and no longer designated as Class B roads—revert to the jurisdiction and maintenance responsibility of the respective municipalities (Nibley, Millville, Providence, and River Heights) as Class C City Streets pursuant to the default classification established in Utah Code § 72-3-104.

**SECTION 3:**

This action is a jurisdictional reclassification only. This action is NOT a vacation, abandonment, or closure of the public right-of-way under Utah Code § 72-3-108 or § 72-5-105. The roadway remains a public thoroughfare; only the underlying jurisdiction and maintenance responsibility are modified by this Resolution.

**SECTION 4:**

The Cache County Public Works Department and the Cache County Development Services Division are directed to:

1. Update the County's internal records and system maps to reflect the removal of the Class B designation for the portions of CR-238 located in corporate limits.
2. Provide certified copies of this Resolution and the amended map to the Mayors of Nibley, Millville, Providence, and River Heights.
3. Submit the updated mileage data to the Utah Department of Transportation (UDOT) Program Development Division through the "*UDOT Submittal Form for Update of Class B or Class C Mileage Data*" to finalize the adjustment of B & C Road Fund allocations .

**SECTION 5:**

This Resolution shall take effect upon adoption.



**CACHE COUNTY  
RESOLUTION NO. 2026 – 06**

PASSED AND APPROVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

Council Member	In Favor	Against	Abstained	Absent
JoAnn Bennett				
Kathryn Beus				
David Erickson				
Keegan Garrity				
Sandi Goodlander				
Nolan Gunnell				
Mark Hurd				
Total				
FINAL ACTION: _____ ADOPT      _____ REJECT				

**CACHE COUNTY:**

By: \_\_\_\_\_  
Sandi Goodlander, Council Chair

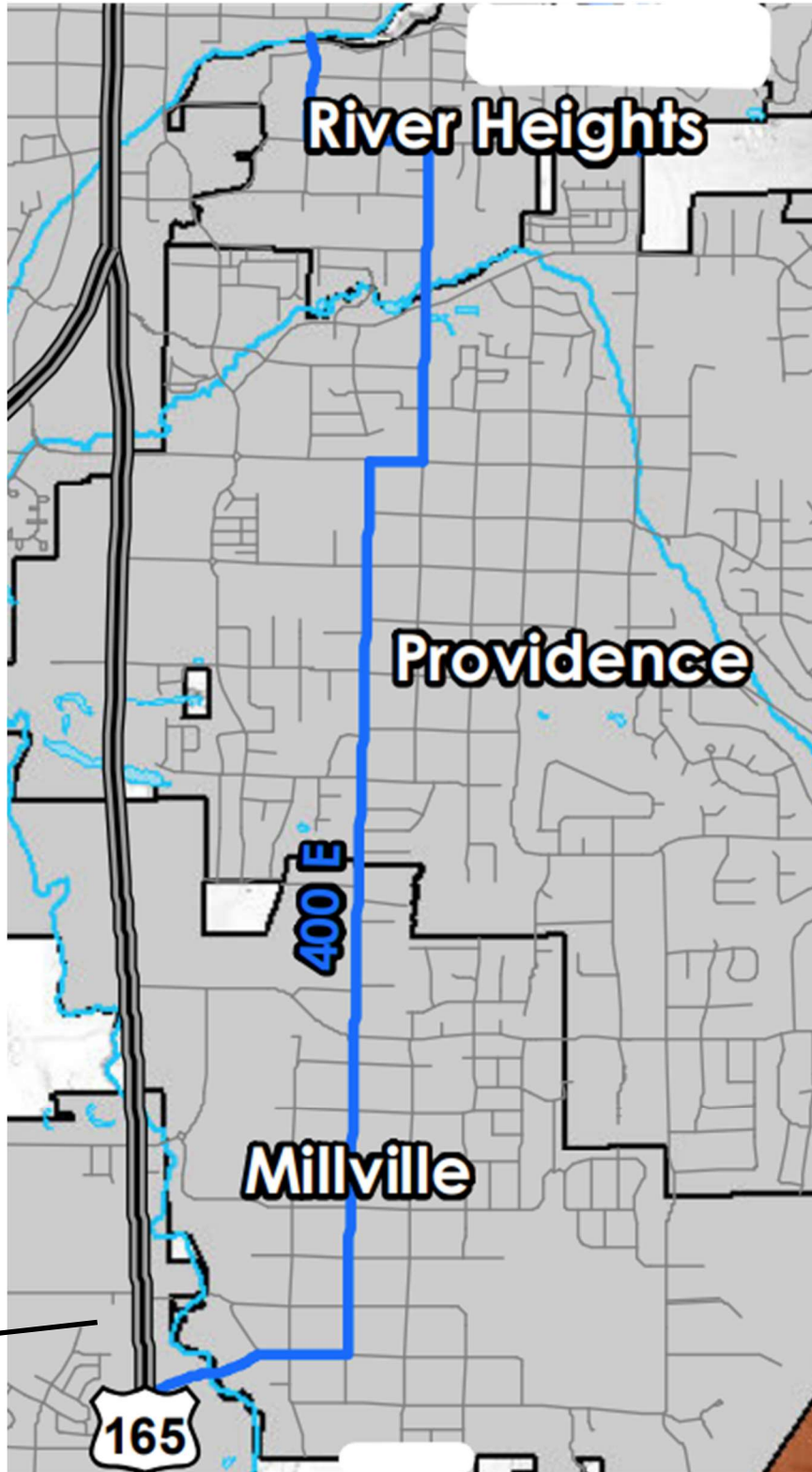
**ATTEST:**

By: \_\_\_\_\_  
Bryson Behm, County Clerk



CACHE COUNTY  
RESOLUTION NO. 2026 – 06

EXHIBIT A



The portions of Class B Road to be deleted upon passage of this Resolution is marked/delineated in **Blue**

Nibley