

APPROVED

**CACHE COUNTY
COUNCIL MEETING
MINUTES
MARCH 10, 2015**

COUNTY COUNCIL MEETING

March 10, 2015

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CACHE COUNTY COUNCIL MEETING
March 10, 2015

The Cache County Council convened in a regular session on March 10, 2015 at 5:00 p.m. in the Cache County Council Chamber at 199 North Main, Logan, Utah.

ATTENDANCE:

Chairman: Kathy Robison
Vice Chairman: G. Gregory Merrill
Council Members: David Erickson, Val Potter, Jon White, Cory Yeates & Gordon Zilles.
County Executive: Craig "W" Buttars
County Clerk/Auditor: Sharon L Hoth (**Jill N. Zollinger absent**)
County Attorney: Tony Baird

The following individuals were also in attendance: Janeen Allen, Merrill Bird, Dave Brown, Troy Cooper, Bryan Davies, Chief Rod Hammer, Chris Harrild, Alton Hebdon, Sharon L. Hoth, Michael Lowe, Treasurer Craig McAllister, Dave Nielsen, Steve Porter, Tim Rawlings, Director Josh Runhaar, Dianna Schaeffer, Director Cory Wood, Jolene Wood, Jonah Wood, Nathan Wood **Media:** Shannon Nielsen (Herald Journal), Jennie Christensen (KVNU).

OPENING REMARKS AND PLEDGE OF ALLEGIANCE

Vice Chair Merrill gave the opening remarks and led those present in the Pledge of Allegiance.

Chairman Robison asked new Human Resources Director Cory Wood to introduce his family who were in attendance – his wife, Jolene, and two sons, Jonah and Nathan.

REVIEW AND APPROVAL OF AGENDA

ACTION: Motion by Council member Potter to approve the amended agenda. Zilles seconded the motion. The vote was unanimous, 6-0. Yeates absent.

REVIEW AND APPROVAL OF MINUTES

ACTION: Motion by Council member Zilles to approve the minutes of the February 24, 2015 Council meeting as written. Erickson seconded the motion. The vote was unanimous, 6-0. Yeates absent.

REPORT OF THE COUNTY EXECUTIVE: CRAIG "W" BUTTARS

APPOINTMENTS: There were no appointments.

WARRANTS: Warrants for the periods 02-14-2015 to 02-20-2015, 02-21-2015 to 02-27-2015 and 02-28-2015 to 03-06-2015 were given to the Clerk for filing.

OTHER ITEMS:

- North American Weather Consultants Report** – Executive Buttars reported that Tony Grove is at 82% of normal for water year precipitation as of March 1, 2015.

- ❑ **Legislators' Meeting** – Executive Buttars said there was a good discussion of the Healthy Utah initiative at the Saturday morning meeting. The House has subsequently put forward a proposal, Utah Cares, that doesn't go as far as the Healthy Utah proposal.
- ❑ **Transportation Funding** – Executive Buttars believes there will be some type of proposal with maybe a 10% fuel tax that will be adjusted according to the consumer price index and also a local option for sales tax with a broader definition of what that ¼% can be used for. Buttars and Council members voiced concerns that cities or the county will approve another ¼% if that portion is going to the transit district.
- ❑ **Gardeners' Market** – Executive Buttars is working on agreements with the Gardeners' Market people and Logan City to allow the Market to use the plaza area between the Admin Building and the Historic Courthouse as well as the lawn area on Saturdays this summer. Buttars wants to explore the idea of providing tables for their use which would be paid for out of RAPZ monies. The Admin Building would have to be open for restroom access. Chairman Robison mentioned that the Visitors Center is open on Saturdays in the summer so the Historic Courthouse will be open. Buttars said they would try to direct people to the Admin Building for restroom use. Buttars is also planning on Logan City providing trash receptacles and prompt garbage pick up for the market.

ITEMS OF SPECIAL INTEREST

- **Workers' Compensation benefits Protection Contract with URS** – Cory Wood explained that URS (Utah Retirement System) has asked if Cache County wants to sign a benefit protection contract for workers compensation for the Tier 2 employees. What that means is when an employee goes on workers compensation, if the county has a benefit protection contract with URS, the employee will continue to earn years of service credit while on workers compensation. The County presently has such a contract for long-term disability for Tier 1 employees. There is not one for long-term disability for Tier 2 employees. Under long-term disability for Tier 1, employees will earn years of service credit and it won't cost the county. Under Tier 2 long-term disability, the county still pays the contributions rate to URS as if the employee is getting paid. After some discussion it was decided to not sign the proposed contract at this time as the county can still decide whether to participate in the future.

Council member Yeates joined the meeting at 5:21 p.m.

ACTION: Motion by Council member Zilles to decline the URS Benefit Protection Contract at this time. White seconded the motion. The motion passed, 6 aye – Erickson, Merrill, Potter, Robison, White & Zilles and 1 abstention – Yeates.

- **Proclamation – Child Abuse Prevention Month – Child and Family Support Center** – Chairman Robison read the proclamation.

(Attachment 1)

ACTION: Motion by Council member Erickson to accept the Proclamation – Child Abuse Prevention Month – April 2015. Yeates seconded the motion. The vote was unanimous, 7-0.

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

PUBLIC HEARING: MARCH 10, 2015 – 5:30 P.M. – ORDINANCE NO. 2015-03-AMENDMENTS TO TITLE 17 OF THE CACHE COUNTY ORDINANCE REGARDING KENNELS-Titles 17.07 Definitions, 17.09 Uses, and 17.10 Development Standards – Chris Harrild explained the basic changes including how and where kennels function, how to address nuisance (noise and odor), types of kennels – boarding facility, home-based kennel and commercial kennel/animal shelter – and requirements/mitigation.

Chairman Robison opened the Public Hearing and invited public comment.

Steve Porter, Richmond resident, stated concerns for private property rights.

Michael Lowe, out-of-county resident, said if an individual has a problem with his/her neighbor's barking dog, he/she should go to the neighbor and personally ask him/her to take care of the dog. If the neighbor does not comply, the individual should contact the police.

There was no other public comment.

ACTION: Motion by Council member Yeates to close the Public Hearing-March 10, 2015-5:30 p.m.-Ordinance No. 2015-03-Amendments to Title 17 of the Cache County Ordinance Regarding Kennels, etc. White seconded the motion. The vote was unanimous, 7-0.

UNIT OR COMMITTEE REPORTS

- **Capital Improvement Projects – Josh Runhaar** indicated many yearly maintenance projects have been removed from the capital projects list and road projects have also been removed from the 2015 list because there is no funding. Because the 2015 budget is already set, what money there is will be used to focus on basic maintenance of roads. The only projects included on the Capital Improvement Projects list are those that have grant money Runhaar also suggested that, in the future, June or July is a better time frame for a capital projects presentation.

(Attachment 2)

ACTION: Motion by Council member White to accept the 2015 Capital Improvement Projects Plan. Yeates seconded the motion. The vote was unanimous, 7-0.

ITEMS OF SPECIAL INTEREST

- **Child and Family Support Center** – Esterlee Molyneux, Director of the Child and Family Support Center, thanked the Council for accepting the Child Abuse Prevention Month Proclamation. Molyneux reported they have acquired a 1,300 square foot building in Hyrum to which they are adding 2,100 square feet. They have also had a building in Smithfield donated – The former Summit Clinic. Alpine Restoration is remodeling the building at no cost. Molyneux announced that in the near future the Child and Family Support Center will be renamed The Family Place and the child abuse services will be under a different arm – The Starfish Children's Shelter.

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

ACTION: Motion by Council member Yeates to convene as a Board of Equalization. White seconded the motion. The vote was unanimous, 7-0.

THE COUNCIL CONVENED AS A BOARD OF EQUALIZATION

- **Property Tax Exemption Requests**

(Attachment 3)

ACTION: Motion by Council member Yeates to remove the Planned Parenthood application to be voted on separately and approve the remaining Property Tax Exemption Requests. Zilles seconded the motion. The vote was unanimous, 7-0.

ACTION: Motion by Council member White to approve the Planned Parenthood Property Tax Exemption Request. Potter seconded the motion. The motion passed, 6 aye – Erickson, Merrill, Potter, Robison, White & Zilles and 1 nay – Yeates.

ACTION: Motion by Council member Yeates to adjourn from Board of Equalization. Potter seconded the motion. The vote was unanimous, 7-0.

THE COUNCIL ADJOURNED FROM THE BOARD OF EQUALIZATION.

INITIAL PROPOSAL FOR CONSIDERATION OF ACTION

- **Resolution No. 2015-05 – Authorizing the Cache County Executive to Execute an Interlocal Agreement with Logan City for a Cache Valley Fire and Rescue Indoor Training Facility** – Fire Chief Rod Hammer remarked that the goal is to create an indoor training facility at BATC to be used by other agencies in the valley for training. The facility will allow for more realistic training in winter. Chief Hammer met with Logan Mayor Petersen, Public Works and the Logan Fire Chief. He also has commitments from some fire workers who have building skills to help with volunteer labor on the facility. They hope to break ground by May and have the shell up by October 1.

Council member Potter asked what the county's share of the cost will be. Hammer replied it will be around \$60,000.00.

(Attachment 4)

ACTION: Motion by Council member Yeates to waive the rules and approve Resolution No. 2015-05–Authorizing the Cache County Executive to Execute an Interlocal Agreement with Logan City for a Cache Valley Fire and Rescue Indoor Training Facility. Erickson seconded the motion. The vote was unanimous, 7-0.

- **Resolution No. 2015-06 – Approving the Removal of Property from an Agriculture Protection Area** – Council member White commented the petitioning party, Jay Rinderknecht, could not attend.

(Attachment 5)

ACTION: Motion by Council member Yeates to waive the rules and approve Resolution No. 2015-06 – Approving the Removal of Property from an Agriculture Protection Area. Potter seconded the motion. The vote was unanimous, 7-0.

- **Approval of 2014 Backtax, Penalty, and Interest Cancellation Report** – Council member White observed that he has never seen such a long list before. Deputy County Auditor Dianna Schaeffer said this is a new report. The Council has already approved the abatements on current taxes. This is for abatement on back taxes. Todd Jenkins, IT, has stated that a priority for next year is that the back tax report will have a new interface with the tax roll program so the Treasurer can enter notes at the point of sale – when the money is received.

Vice Chair Merrill asked if the county is now in compliance with existing current updated ordinances of the county and state. Schaeffer replied that this list is moving toward compliance during the transition period from last year. *(Details are on file in the Cache County Clerk/Auditor's Office.)*

OTHER BUSINESS

- ✓ **Council Member Assignments for Exemption Hearings:**
 - Bear Lake Community Health Center – March 17th at 11:00 a.m.- Robison and Zilles
 - Sunshine Terrace – March 18th at 1:30 p.m. – White and Erickson
 - IHC Logan Regional Hospital – March 18th at 3:00 p.m. – Potter and Yeates
- ✓ **Joint Council Meeting with Logan City – Tuesday, March 31, 2015 at 5:30 p.m. – Logan City Council Chambers** – The Council recommended the following discussion topics:
 - Landfill update
 - Garbage collection at the fairgrounds
 - Fairgrounds ownership separation update
 - Water treatment plant update
 - Trails – Highline trail
 - Tour of Utah report
- ✓ **2015 UAC Management Conference – April 29, 30, May 1, 2015 – Utah Valley Convention Center** – Buttars will be attending and Yeates is still uncertain
- ✓ **Health Days Parade – Saturday, May 9, 2015 at 10:00 a.m.** – Erickson, Buttars and Potter will attend and possibly Robison. Merrill will obtain the truck for them to ride in again.

COUNCIL MEMBER REPORTS

Greg Merrill asked Executive Buttars to visit with Department Heads to see if any of them might consider using an intern from Utah State University.

Gordon Zilles said he understands his requested road presentation will be on the next agenda.

Val K Potter stated the Trails Committee and Sheriff Jensen will report to the Council soon.

Cache County Council
03-10-2015

David Erickson indicated a water conservancy district needs to be implemented soon to protect Cache County's water.

Executive Buttars asked the Council if March 24, 2015 at 3:30 p.m. is good for them to tour the Emergency Operations Center. The Council concurred and will meet at 3:15 p.m. in the Council Chambers.

ADJOURNMENT

The Council meeting adjourned at 6:33 p.m.

ATTEST: Jill N. Zollinger
County Clerk

APPROVAL: Kathy Robison
Chairman

CHILD ABUSE PREVENTION MONTH PROCLAMATION

**CACHE COUNTY'S GREATEST ASSET IS OUR CHILDREN,
NOW AND FOR THE FUTURE.**

WHEREAS; ALL CHILDREN deserve to grow up in a safe and nurturing environment to ensure they reach their full potential.

WHEREAS; CHILD ABUSE is a serious and growing problem affecting millions of our nation's children and thousands of children in Utah annually; and,

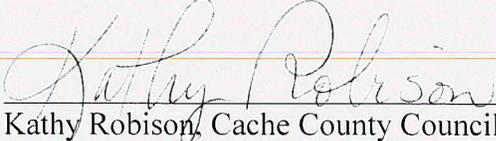
WHEREAS; CHILD ABUSE respects no racial, religious, class or geographic boundaries; and,

WHEREAS; IT IS IMPORTANT for all citizens of Cache County to become more aware of child abuse and the critical need for prevention within their respective neighborhoods and community; and,

WHEREAS; DECREASING the occurrence of child abuse relies upon the efforts of every individual in order to make a positive, substantial impact upon the children of today, who will become the leaders of tomorrow;

THEREFORE; WE, THE CACHE COUNTY COUNCIL, do hereby proclaim April 2015 as Child Abuse Prevention Month. We support child abuse prevention efforts and education, and we encourage all citizens to actively help protect our children and work to create strong families within this community.

In witness whereof, I hereunto set my hand on this 10th day of March 2015


Kathy Robison, Cache County Council Chair



CACHE COUNTY CAPITAL IMPROVEMENT PLAN
2015 - 2019 Update

Year 2015	Year 2016	Year 2017	
Description of Improvements	Cost	Source of Funds	Description
Airport-Improvements	150,000	FAA/State/Airport Authority	
Assessor-Equipment	70,000	A&C County	Purchase of 2 Fleet Vehicles
Fairgrounds-Equipment	20,000	County	
Fire-Equipment	10,000	County	
Information Technology Systems-Computer Equipment	100,000	County	
Jail-Automobiles & Equipment	70,000	County	
Bridges-Avon, Newton, Lewiston -Rehabilitation	1,125,000	Federal Non-Urban/ Match 6.67% Class B	In Process
Road - 500E, 3200S-3400S Widening	50,000	Class B	Wetlands Permit in Process
Road- Maughan's Corner Drainage Improvements	20,000	Match 6.67 Class B	Survey/Eng in Process
Road Facility Maintenance	125,000	Class B	Building Maintenance and Repair
Road Equipment	190,000	Class B	Plow Truck & Sander
Sheriff-Automobiles & Equipment	200,000	County	
Sheriff-Support Services-Automobiles & Equipment	40,000	County	
Sheriff Search & Rescue-Equipment	15,000	County/Search & Rescue	
Weed-Equipment	20,000	County	
Airport-Improvements	150,000	FAA/State/Airport Authority	
Assessor-Equipment	70,000	A&C County	Purchase of 2 Fleet Vehicles
Attorney-Equipment	15,000	County	
Auditor-Equipment	15,000	County	
Building & Grounds-Building Improvements	30,000	County	
Fairgrounds-Equipment	20,000	County	
Fire-Equipment	20,000	County	
Information Technology Systems-Computer Equipment	100,000	County	
Jail-Automobiles & Equipment	70,000	County	
Sheriff-Automobiles & Equipment	200,000	County	
Sheriff-Support Services-Automobiles & Equipment	60,000	County	
Sheriff-Search & Rescue-Equipment	15,000	County/Search & Rescue	
Weed-Equipment	20,000	County	
Airport-Improvements	150,000	FAA/State/Airport Authority	
Assessor-Equipment	70,000	A&C County	Purchase of 2 Fleet Vehicles
Attorney-Equipment	15,000	County	
Buildings & Grounds-Building Improvements	30,000	County	
Fairgrounds-Improvements	20,000	County	
Fire-Equipment	10,000	County	
Information Technology Systems-Computer Equipment	100,000	County	
Jail-Capital Equipment	70,000	County	
Sheriff-Automobiles & Equipment	200,000	County	
Sheriff-Support Services-Automobiles & Equipment	60,000	County	
Sheriff-Search & Rescue-Equipment	15,000	County/Search & Rescue	
Weed-Equipment	20,000	County	

	Description of Improvements	Cost	Source of Funds	Description
	Airport-Improvements	150,000	FAA/State/Authority	
	Assessor-Equipment	70,000	A&C County	Purchase of 2 Fleet Vehicles
	Attorney-Equipment	15,000	County	
	Buildings & Grounds-Building Improvements	30,000	County	
	Fairgrounds-Improvements	20,000	County	
	Fire Department-Equipment	10,000	County	
	Information Technology Systems-Computer Equipment	100,000	County	
	Jail-Capital Equipment	70,000	County	
	Road-Equipment	50,000	Class B	
	Sheriff-Automobiles & Equipment	200,000	County	
	Sheriff-Support Services-Automobiles & Equipment	60,000	County	
	Sheriff-Search & Rescue-Equipment	10,000	County/Search & Rescue	
	Weed-Equipment	20,000	County	
	Airport-Improvements	150,000	FAA/State/Authority	
	Assessor-Equipment	70,000	A&C County	Purchase of 2 Fleet Vehicles
	Attorney-Equipment	15,000	County	
	Buildings & Grounds-Building Improvements	30,000	County	
	Fairgrounds-Improvements	20,000	County	
	Fire Department-Equipment	10,000	County	
	Information Technology Systems-Computer Equipment	100,000	County	
	Jail-Capital Equipment	70,000	County	
	Road-Equipment	50,000	Class B	
	Sheriff-Automobiles & Equipment	200,000	County	
	Sheriff-Support Services-Automobiles & Equipment	60,000	County	
	Sheriff-Search & Rescue-Equipment	10,000	County/Search & Rescue	
	Weed-Equipment	20,000	County	

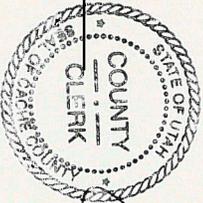
Year 2019

Year 2018

This project list was approved and adopted by the Cache County Council on March 10, 2015

Cache County Council

Kathy Robison, Chair



Attest:

Jill N. Zollinger, County Clerk/Auditor

	Application	Status	Entity	Parcel Number
1	Tax Exemption	Continuation	Alpine Church (Formerly Maranatha Baptist Church)	02-052-0027
2	Tax Exemption	Continuation	American West Heritage Center	11-058-0020
				11-058-0012
				11-058-0021
3	Tax Exemption	Continuation	Bear River Head Start	02-041-0009
4	Tax Exemption	Continuation	Beaver Mountain Ski Patrol (Subordinate of National Ski Patrol)	Personal Property Only
5	Tax Exemption	Continuation	Boy Scouts of America - Logan Scout Shop	Personal Property Only
6	Tax Exemption	Continuation	Boy Scouts of America - Trapper Trails Council	02-064-0004
7	Tax Exemption	Continuation	Bridgerland Audubon Society	08-066-0009
				13-037-0007
				13-037-0008
				13-038-0001
8	Tax Exemption	Continuation	Bridgerland Community Ice Arena Inc.	Personal Property Only
9	Tax Exemption	Continuation	Cache Community Food Pantry	02-052-0026 02-052-0029
10	Tax Exemption	Continuation	Cache County Children's Justice Center	05-041-0093
11	Tax Exemption	Continuation	Cache Employment and Training Center	02-050-0008
				02-050-0010
				02-053-0016
				02-053-0032
12	Tax Exemption	Continuation	Cache Humane Society	05-057-0008
13	Tax Exemption	Continuation	Cache Valley Center for the Arts	Personal Property Only
14	Tax Exemption	Continuation	Carl Inoway Senior Housing Corporation	02-062-0026
15	Tax Exemption	Continuation	Center for Excellence in Higher Education Dba Stevens-Henager College	Personal Property Only
16	Tax Exemption	Continuation	Child & Family Support Center	05-041-0042
				01-014-0010
				08-110-0014
17	Tax Exemption	Continuation	Church of Jesus Christ of Latter-day Saints	167 Properties
18	Tax Exemption	Continuation	Citizens Against Physical and Sexual Abuse-CAPSA	05-115-0001
				through 05-115-0010
19	Tax Exemption	Continuation	Common Ground Outdoor Adventures	06-043-0023
20	Tax Exemption	Continuation	Community Nursing Services	02-162-0006
21	Tax Exemption	Continuation	Corporation of the Episcopal Church in Utah	06-018-0001
22	Tax Exemption	Continuation	Ebenezer Church of God (Iglesia de Dios)	01-003-0001
23	Tax Exemption	Continuation	English Language Center of Cache Valley, Inc.	04-082-0056
24	Tax Exemption	Continuation	Faith and Fellowship Center	07-007-0009
25	Tax Exemption	New	Family Information and Resource Center	Personal Property Only
26	Tax Exemption	Continuation	Family Institute of Northern Utah	Personal Property Only
27	Tax Exemption	Continuation	Fast Forward Charter High School	04-078-0024
				04-193-0008
28	Tax Exemption	Continuation	Grace Baptist Church	05-044-0010
29	Tax Exemption	Continuation	Harmony Lodge #21 Free & Accepted Masons of Utah	06-024-0035
30	Tax Exemption	Continuation	InTech Collegiate High School	Personal Property Only
31	Tax Exemption	Continuation	Logan Church of Christ	06-022-0029
32	Tax Exemption	Continuation	Logan English Congregation of Jehovah's Witnesses	03-020-0024
33	Tax Exemption	Continuation	Logan Lighthouse Ministry	06-027-0002
34	Tax Exemption	Continuation	Neighborhood Non-Profit Housing Corporation	02-064-0010
35	Tax Exemption	Continuation	Nevada-Utah Association of Seventh Day Adventists	06-010-0006
36	Tax Exemption	Continuation	Nordic United	Personal Property Only
37	Tax Exemption	Continuation	North American Islamic Trust, Inc.	05-039-0013
38	Tax Exemption	Continuation	Options for Independence	05-015-0036
39	Tax Exemption	Continuation	Planned Parenthood Association of Utah	Personal Property Only
40	Tax Exemption	Continuation	Prince of Peace Lutheran Church	05-043-0024
41	Tax Exemption	Continuation	Providence Place Housing Corporation	02-091-0045

	Application	Status	Entity	Parcel Number
42	Tax Exemption	Continuation	Roman Catholic Church	05-040-0011
43	Tax Exemption	Continuation	Somebody's Attic	06-020-0014 08-072-0014
44	Tax Exemption	Continuation	Stokes Nature Center	18-009-0002 03-004-0011
45	Tax Exemption	Continuation	Thomas Edison Charter School	03-007-0027 03-007 0026 04-060-038
46	Tax Exemption	Continuation	USU Research Foundation dba Space Dynamics Lab	04-062-168
47	Tax Exemption	Continuation	Utah Festival Opera Company	06-031-0020
48	Tax Exemption	Continuation	Whittier Community Center	06-074-0020

**CACHE COUNTY
RESOLUTION NO. 2015-05**

**A RESOLUTION AUTHORIZING THE CACHE COUNTY EXECUTIVE TO
EXECUTE AN INTERLOCAL AGREEMENT WITH LOGAN CITY FOR A CACHE
VALLEY FIRE AND RESCUE INDOOR TRAINING FACILITY**

The County Council of Cache County, Utah, in regular meeting, lawful notice of which has been given, finds that it is in the best interests of the citizens of Cache County to enter into an Interlocal Agreement with Logan City for a Cache Valley Fire and Rescue Indoor Training Facility.

NOW, THEREFORE BE IT RESOLVED that the Cache County Executive is hereby authorized to execute an Interlocal Agreement with Logan City for a Cache Valley Fire and Rescue Indoor Training Facility as shown in "Addendum A" attached hereto and made a part hereof.

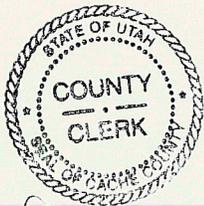
This Resolution shall take effect immediately upon adoption.

DATED this 10th day of March, 2015

CACHE COUNTY COUNCIL

By: *Kathy Robison*
Kathy Robison, Chair

ATTEST:



By: *Jill N. Zollinger*
Jill N. Zollinger, County Clerk/Auditor

CACHE COUNTY

ADDENDUM A

**CACHE VALLEY FIRE AND RESCUE INDOOR TRAINING FACILITY
INTERLOCAL AGREEMENT**

**BETWEEN
LOGAN CITY
AND
CACHE COUNTY**

THIS AGREEMENT is made and entered into this _____ day of _____ 2015 by and between LOGAN CITY of Logan, Utah, and CACHE COUNTY of Cache County, Utah, for the construction of an indoor training facility at the Logan City Fire training grounds.

The purpose of this Agreement is to provide cooperation between the Logan City Fire Department and the Cache County Fire District, for the mutual benefit of each entity and their respective constituencies for the construction of an indoor training facility.

WHEREAS, Logan City Fire Department has the responsibility to provide certain education and training to its employees, and;

WHEREAS, Cache County Fire District also has the responsibility to provide education and training to its members and member departments (including volunteer), and;

WHEREAS, Logan City Fire Department and Cache County Fire District have previously entered into an agreement to provide these services as part of the Cache Valley Fire and Rescue Training Consortium with the agreement to design, develop, build, operate, and maintain fire and rescue training facilities for the mutual benefit of the parties so as to avoid duplicating training facilities needed to accomplish the training needs of the parties, and;

WHEREAS, Logan City Fire Department and Cache County Fire District desire to construct an indoor training facility at the Logan City Fire training grounds;

NOW, Therefore, the parties mutually agree to the following terms and conditions:

A. DESCRIPTION AND LOCATION OF BUILDING

1) **Site Location.** The indoor training facility shall be constructed on the south portion of the training grounds.

2) **Size of building.** The indoor training facility shall be constructed as a steel building that measures 40' x 60' with (2) bay doors on the west end. An upstairs classroom mezzanine shall be 30' x 40' and shall be constructed at a future date.

3) **Construction.**

- a) Excavation of footings and foundation of the building site will be funded and completed by Logan City.
- b) Excavation and installation of utilities including: electrical, water, and sewer will be completed by Logan City.
- c) Funding and construction of footings, foundation, and flatwork shall be completed by Cache County Fire District.
- d) Funding and construction of the steel building will be completed by Cache County.
- e) This construction project shall be completed by October 1, 2015.
- f) Interior construction of classroom, bathroom, laundry, and shower facilities and other improvements shall be completed at such time as funds are made available by either party.

B. **Ownership.**

- 1) Whereas the indoor training facility is located on property owned by Logan City; therefore, Logan City shall be responsible for ongoing costs associated with power, sewer, and water.
- 2) Whereas the building was funded by Cache County; therefore, the indoor training facility shall be controlled and managed by Cache County. Cache County Fire District shall be responsible for ongoing costs associated with heating the Facility and other maintenance and repair costs.

C. **Scheduling and use of the indoor training facility.**

- 1) The use of the indoor training facility shall be governed by the Cache Valley Fire and Rescue Training Consortium guidelines. All use shall be scheduled by the Cache County Fire District.

D. **Insurance and Allocation of Liability.**

- 1) Each party to the Agreement, at their own expense, shall carry and maintain adequate liability and workers compensation insurance to cover its students and/or members.
- 2) Each party to the Agreement shall pay its share of the property insurance to cover the property, including when such property may be in use by any party to the Agreement.
- 3) Property and/or material assets owned jointly by the Logan City and Cache County shall meet the stipulations under items 1 & 2 above in pertaining to liability and property insurance, the cost of which shall be born equitably among the parties to this agreement.
- 4) In the event that a court of competent jurisdiction makes a final determination in a case that the members of the Consortium share the liability for all or part of any injury, loss, or claim for damages by a third party (or an agent or employee of the parties hereto), each party shall bear its respective comparative negligence share of the damages, and each party shall also pay its own respective costs and expenses incurred as a co-defendant. Where such claims are settled out of court, with no determination of comparative negligence, the parties agree to mediate their comparative negligence.

E. **Term.** This Agreement shall continue in force and effect from the day and date first above written unless terminated by any party. Each party may terminate their involvement in the Agreement at any time upon at least one year's written notice. The remaining parties to the agreement continue to be bound by the provisions of the agreement.

- 1) **Distribution of Assets.** Written notice of termination shall be sent by the termination party to the other party at their normal place of business. Individual entities voluntarily withdrawing from this agreement forfeit their fair share of the assets jointly owned by Logan City and Cache County, unless otherwise approved.

F. **Amendment.** This Agreement may be amended, changed, waived, discharged, or terminated only by an instrument in writing signed by both the parties to the agreement against which enforcement of the amendment, change, waiver, discharge, or termination is sought.

G. **Assignment.** Neither this Agreement nor the performance of any party under this Agreement may be assigned by any party (whether in connection with a merger, consolidation, sale, or otherwise) without the written consent thereto of the other parties. This Agreement shall be binding upon the successors and assigns of the parties whether or not consent to an assignment has been obtained.

H. **Attachments, Exhibits.** The attachments and exhibits referred to in this Agreement are incorporated by reference as if fully set forth in this Agreement.

I. **Authorization to Make Agreement.** Each person signing this Agreement on behalf of a party personally

represents and warrants to the other party that the execution and performance of this Agreement is duly authorized by the party's governing board or other body or individual authorized to make or authorize Agreements on behalf of the party, that this Agreement is not in conflict with any prior contract of the party, and that this Agreement constitutes a valid obligation of each party, enforceable according to its terms.

J. **Equal Opportunity.** The parties agree to abide by the provisions of Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. Sec. 2000e et seq., as amended), which prohibit discrimination against any employee or applicant for employment or recipient of services on the basis of race, religion, color, sex, or national origin; the parties further agree to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; the Age Discrimination in Employment Act, 29 U.S.C. Sec. 621 et seq., as amended, and 45 C.F.R. 90, which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Sec. 701 et seq., which prohibits discrimination on the basis of disability; and, the Americans with Disabilities Act, 42 U.S.C. Sec. 12101 et seq., and 29 C.F.R. 1630, which provides that no qualified individual with a disability, by reason of such disability, be denied employment, be excluded from participation in, or be denied the benefits of services, programs, or activities.

K. **Compliance with Applicable Law; Licenses, Etc.** The parties will each comply with all applicable statutes, laws, rules, regulations, licenses, certificates, and authorization of any governmental body or authority in the performance or carrying out of its obligations under this Agreement. This Agreement shall be subject to amendments in the applicable laws and regulations relating to the subject matter of this Agreement, but only to the extent that any inconsistency is thereby created, and the parties shall use their best efforts to accommodate both the terms and intent of this Agreement and of such amendments.

Each party will obtain and maintain current and in force all licenses, certifications, authorizations, and/or permits (and will pay the fees therefor) necessary to carry out its duties and responsibilities under this Agreement.

L. **Entire Agreement, Binding Effect.** This Agreement contains the entire Agreement and understanding between the parties and it supersedes all prior Agreements, understandings, and representations relating to the subject matter of this Agreement. This Agreement shall be binding upon the parties and their representatives, successors, and assigns.

M. **Force Majeure.** None of the parties to this agreement shall incur any liability to the other party, nor shall they be entitled to terminate this Agreement if the performance by any party of its obligations under this Agreement is prevented or delayed by act of God, the public enemy, earthquakes, fires, epidemics, civil insurrections, curtailment of or failure to obtain sufficient electrical power, strikes, lockouts, or similar unforeseen and unusual circumstances beyond the control and without the fault of such party. Any party claiming any such excuse for non-performance shall use its best efforts to avoid or remove such cause, shall continue performance to the degree possible and as soon as possible, and shall give prompt written notice to the other party of the situation.

N. **Good Faith.** Each party agrees to carry out all its responsibilities, duties, and activities under this Agreement in good faith.

O. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

P. **No Rights in Third Parties.** Unless otherwise expressly stated herein, this Agreement shall not create any rights in or inure to the benefit of any third parties.

Q. **Notices.** All notices or other communications under this Agreement shall be in writing and shall be either hand delivered or delivered by registered or certified first class U.S. Mail, postage prepaid, addressed to the party affected at the address listed below with the signatures of the signing officials.

R. **Section Headings.** The section headings and paragraph designations used in this Agreement are for convenience of reference only, and shall not in any way be construed to modify or restrict any of the terms or

provisions hereof.

- S. **Severability**. In the event that any provision of this Agreement is rendered invalid or unenforceable by any proper act of the federal, state, or local government, or declared null and void or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall continue to bind the parties, except to the extent the major purposes of this Agreement would be frustrated by such a continuation.

- T. **Waiver**. No failure by either party to insist upon the strict performance of any term hereof or to exercise any right, power, or remedy following a breach of this Agreement or any term or condition hereof, shall constitute a waiver of any such term or of any such breach. No waiver of any particular breach shall affect or alter this Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

- U. **Disclaimer of Partnership**. Logan City Fire Department and the Cache County Fire District, do not, in any way or for any purpose, by this Agreement become a partner of any other party to the Agreement for the conduct of its business or otherwise, or joint venture or a member of a joint enterprise with the other parties to the Agreement. The respective parties to the Agreement shall have no authority, expressed or implied, to bind any other party to the Agreement in any agreement or contract of any kind.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first above written.

Signed:

Logan City
290 North 100 West
Logan, UT 84321
435-716-9004

By: _____ Date: _____

H. Craig Petersen

Its: Mayor

Attorney: _____

Attest:

Teresa Harris
City Recorder

Cache County
199 N Main Street
Logan, UT 84321
435-755-1850

By: _____

Craig W. Buttars

Date: _____

Its: Executive/Surveyor

Attorney _____

Attest:

Jill Zollinger
County Clerk

**CACHE COUNTY
RESOLUTION NO. 2015-06**

**A RESOLUTION APPROVING THE REMOVAL OF PROPERTY FROM AN
AGRICULTURE PROTECTION AREA**

The Cache County Council of Cache County, Utah, in a regular meeting, lawful notice of which has been given, finds that the legal requirements for the removal of property from an Agriculture Protection Area have been met; and, therefore, that the petition filed by Jay Rinderknecht should be approved.

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

BE IT RESOLVED that:

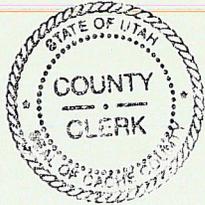
The petition filed with Cache County by Jay Rinderknecht on February 27, 2015 to remove parcels 02-004-0013, 02-004-0014, and 02-005-0003 from an Agriculture Protection Area on 20.8 acres of real property located at:

See "EXHIBIT A" Attached hereto and made a part hereof
is hereby approved.

This resolution shall become effective immediately upon adoption

DATED this 10th Day of March, 2015

CACHE COUNTY COUNCIL



ATTEST TO:

By: Jill N. Zollinger
Jill N. Zollinger, Cache County Clerk / Auditor

By: Kathy Robison
Kathy Robison, Chair

CACHE COUNTY

EXHIBIT A

17-41-306 Adding land to or removing land from an agriculture protection area or industrial protection area -- Removing land from a mining protection area.

(1)

- (a) Any owner may add land to an existing agriculture protection area or industrial protection area, as the case may be, by:
 - (i) filing a proposal with:
 - (A) the county legislative body, if the agriculture protection area or industrial protection area and the land to be added are within the unincorporated part of the county; or
 - (B) the municipal legislative body, if the agriculture protection area or industrial protection area and the land to be added are within a city or town; and
 - (ii) obtaining the approval of the applicable legislative body for the addition of the land to the area.
- (b) The applicable legislative body shall comply with the provisions for creating an agriculture protection area or industrial protection area, as the case may be, in determining whether or not to accept the proposal.

(2)

- (a) Any owner of land within an agriculture protection area or industrial protection area may remove any or all of the land from the agriculture protection area or industrial protection area, respectively, by filing a petition for removal with the applicable legislative body.
- (b)
 - (i) The applicable legislative body:
 - (A) shall:
 - (I) grant the petition for removal of land from an agriculture protection area or industrial protection area, as the case may be, even if removal of the land would result in an agriculture protection area or industrial protection area of less than the number of acres established by the applicable legislative body as the minimum under Section 17-41-301; and
 - (II) in order to give constructive notice of the removal to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent to the agriculture protection area or industrial protection area and the land removed from the agriculture protection area or industrial protection area, file a legal description of the revised boundaries of the agriculture protection area or industrial protection area with the county recorder of deeds and the affected planning commission; and
 - (B) may not charge a fee in connection with a petition to remove land from an agriculture protection area or an industrial protection area.
 - (ii) The remaining land in the agriculture protection area or industrial protection area is still an agriculture protection area or industrial protection area, respectively.

(3)

- (a) If a municipality annexes any land that is part of an agriculture protection area or industrial protection area located in the unincorporated part of the county, the county legislative body shall, within 30 days after the land is annexed, review the feasibility of that land remaining in the agriculture protection area or industrial protection area according to the procedures and requirements of Section 17-41-307.
- (b) The county legislative body shall remove the annexed land from the agriculture protection area or industrial protection area, as the case may be, if:
 - (i) the county legislative body concludes, after the review under Section 17-41-307, that removal is appropriate; and

- (ii) the owners of all the annexed land that is within the agriculture protection area or industrial protection area consent in writing to the removal.
- (c) Removal of land from an agriculture protection area or industrial protection area under this Subsection (3) does not affect whether that land may be:
 - (i) included in a proposal under Section 17-41-301 to create an agriculture protection area or industrial protection area within the municipality; or
 - (ii) added to an existing agriculture protection area or industrial protection area within the municipality under Subsection (1).
- (4) A mine operator that owns or controls land within a mining protection area may remove any or all of the land from the mining protection area by filing a notice of removal with the legislative body of the county in which the land is located.

Amended by Chapter 376, 2009 General Session

February 27, 2015

Hand Delivered

Cache County Council
199 North Main St.
Logan UT, 84321

**RE: Removal of Agriculture Protection for Parcel Numbers 02-004-0013,
02-004-0014, 02-005-0003**

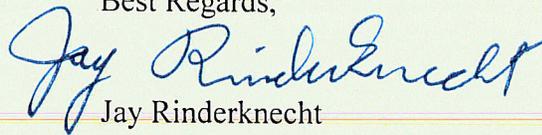
Dear Cache County Council:

I am requesting that Parcel Numbers 02-004-0013, 02-004-0014, 02-005-0003 be removed from agriculture protection. The property is located in Cache County. The property is owned by my siblings, some of their spouses, and me. An offer to purchase the property has been made and accepted. I have attached a plat map of the property and highlighted the above mentioned parcels.

I anticipate the sales transaction will occur within the next two months. It is my understanding that removal of the agriculture protection needs to be put on the County Council's agenda. I am requesting that this be done for the next available date.

If you have any questions, feel free to contact me at 435-512-8455.

Best Regards,


Jay Rinderknecht

Cache County Corporation Tax Roll Information

Thursday, March 05, 2015 8:37 PM

02-004-0013

Owner's Name & Address

Parcel	02-004-0013	Entry	958718
Name	RINDERKNECHT, JAY TR		
C/O Name			
Address	PO BOX 11		
City, ST Zip	PARADISE, UT 84328-0011		
District	028 COUNTY OUTSIDE		
Year	2015	Status	TX

Owners List

1	RINDERKNECHT, JAY TR	958718	1490/522
2	BALDWIN, MARK & JUDY	0	0/0
3	RINDERKNECHT, JOSEPH O'DELL aka J ODELL	615486	641/996
4	WILLIAMS, MICHAEL & SUSAN	0	0/0
5	RINDERKNECHT, KIM & ANNETTE C TRS	1073668	1736/81

Property Address

Address	
City	
Tax Rate	0.010280 (Tax Rate Proposed For 2015)

LEGAL DESCRIPTION FOR 2015

BEG AT PT .25 CH W OF PT 14.48 CH SOF NE COR OF SW/4 SEC 2 T 11N R 1E [MAG.-VAR.17*E] 9.85 CH W 3.20 CH SWLY 11.40 CH TO PT 9.50 CH W OF/4 SEC LINE N 80*W 4 CH NELY TO INTERSEC OF S LINE OF ST [4 RDS WIDE] WITH E BANK OF CANAL AT PT 9.25 CH W OF BEG E 9.25 CH TO BEG 13.30 AC B775

PROPERTY INFORMATION

Property Type	Acres	2014		Proposed 2015 Values		
		Market	Taxable	Acres	Market	Taxable
LAND GREENBELT	13.30	299,250	6,090	13.30	299,250	6,090

BUILDING & TAX INFORMATION

2014 Taxes:	62.61	(Certified Rate: 0.010280)
2015 Taxes:	62.61	(Proposed Rate: 0.010280)
Special Tax: +	0.00	
Abatements: -	0.00	
Payments: -	0.00	
2015 Balance Due:	62.61	

BACK TAX SUMMARY

NO BACK TAXES

Signature - Cache County Treasurer/Deputy Treasurer

GREENBELT INFORMATION

Class	Description	Acres	Market Value	Taxable Value
IT	IRRIGATION TILLABLE III	13.30	299,250	6,090 * Proposed Values

Cache County Corporation Tax Roll Information

Thursday, March 05, 2015 8:42 PM

02-004-0014

Owner's Name & Address

Parcel	02-004-0014	Entry	465745
Name	WILLIAMS, MICHAEL H & SUSAN R		
C/O Name			
Address	1775 E 1080 N		
City, ST Zip	LOGAN, UT 84341-3013		
District	028 COUNTY OUTSIDE		
Year	2015	Status	TX

Owners List

1	WILLIAMS, MICHAEL H & SUSAN R
	465745 328/302
2	BALDWIN, MARK & JUDY R

Property Address

Address	
City	
Tax Rate	0.010280 (Tax Rate Proposed For 2015)

PARCEL HISTORY

328/303

LEGAL DESCRIPTION FOR 2015

BEG AT PT .25 CH W OF PT 10.18 CH NOF SE COR OF SW/4 OF SEC 2 T 11N R 1E N 5.65 CH W 3.20 CH SWLY 6.20 CH TO A PT 6 CH W OF BEG E 6 CH TO BEG 2.60 AC B776

PROPERTY INFORMATION

	Property Type	Acres	2014		Proposed 2015 Values		
			Market	Taxable	Acres	Market	Taxable
LG	LAND GREENBELT	2.60	58,500	1,190	2.60	58,500	1,190

BUILDING & TAX INFORMATION

2014 Taxes:	12.23	(Certified Rate: 0.010280)
2015 Taxes:	12.23	(Proposed Rate: 0.010280)
Special Tax: +	0.00	
Abatements: -	0.00	
Payments: -	0.00	
2015 Balance Due:	12.23	

BACK TAX SUMMARY

NO BACK TAXES

Signature - Cache County Treasurer/Deputy Treasurer

Cache County Corporation Tax Roll Information

Thursday, March 05, 2015 8:42 PM

02-005-0003

Owner's Name & Address

Parcel **02-005-0003** Entry **465745**
 Name **WILLIAMS, MICHAEL H & SUSAN R**
 C/O Name
 Address **1775 E 1080 N**

 City, ST Zip **LOGAN, UT 84341-3013**
 District **028 COUNTY OUTSIDE**
 Year **2015** Status **TX**

Owners List

1 WILLIAMS, MICHAEL H & SUSAN R
465745 328/302
2 BALDWIN, MARK & JUDY R

Property Address

Address
 City
 Tax Rate **0.010280** (Tax Rate Proposed For 2015)

PARCEL HISTORY

328/303

LEGAL DESCRIPTION FOR 2015

BEG AT A PT 950 FT S OF NW COR OF SE/4 OF SEC 2 T 11N R 1E; E 295 FT TO W BANK OF CANAL SW'LY FOLL SD CANAL TO A PT 1069 FT S OF BEG N 1069 FT TO BEG 4.90 ACRES B769A

PROPERTY INFORMATION

Property Type	2014			Proposed 2015 Values		
	Acres	Market	Taxable	Acres	Market	Taxable
LG LAND GREENBELT	4.90	110,250	2,245	4.90	110,250	2,245

BUILDING & TAX INFORMATION

2014 Taxes:	23.08	(Certified Rate: 0.010280)
2015 Taxes:	23.08	(Proposed Rate: 0.010280)
Special Tax: +	0.00	
Abatements: -	0.00	
Payments: -	0.00	
2015 Balance Due:	23.08	

BACK TAX SUMMARY

NO BACK TAXES

Signature - Cache County Treasurer/Deputy Treasurer

SW4 Section 2 Township 11 North Range 1 East

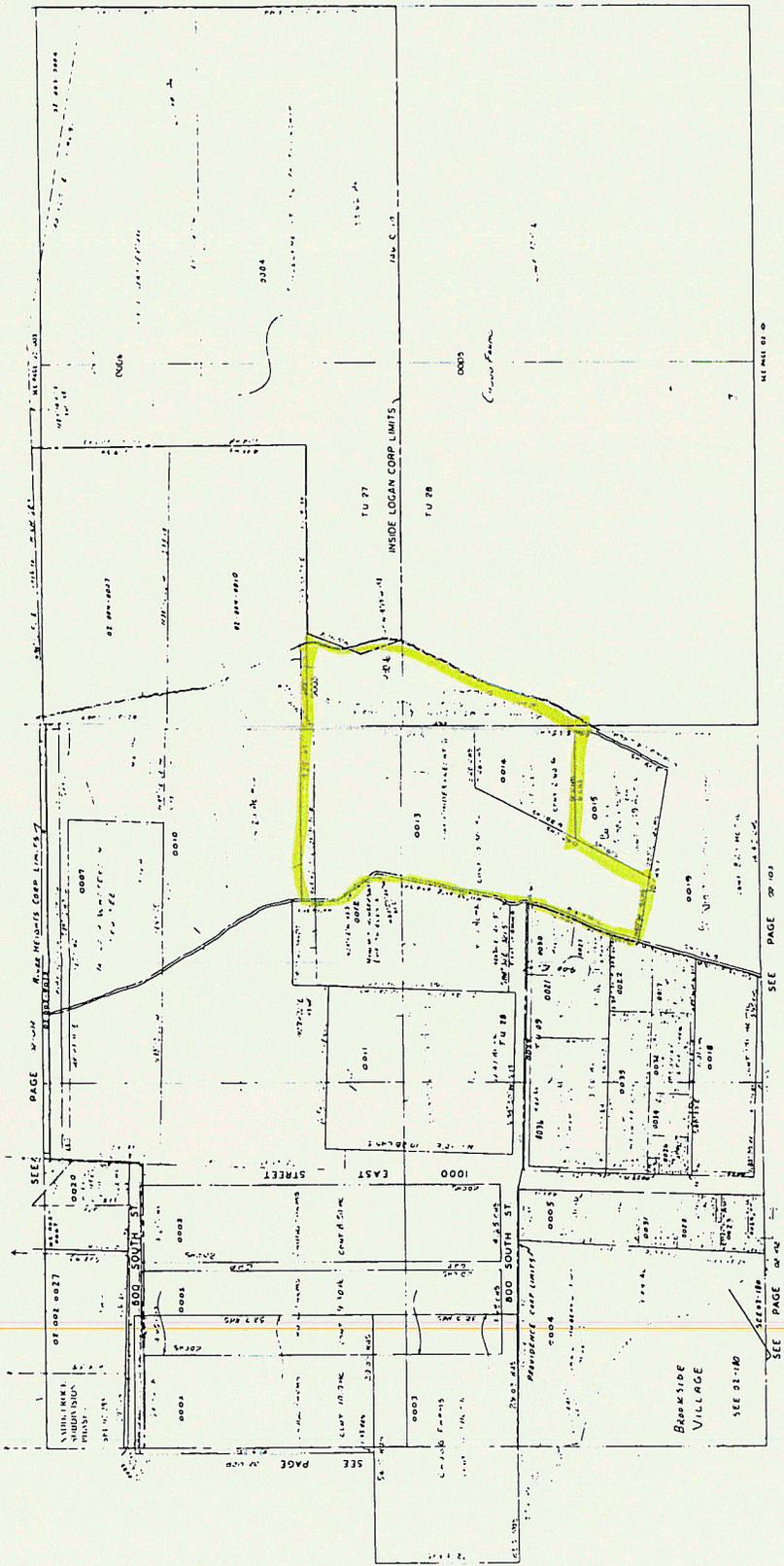
Scale 1 Inch = 200 FEET

TAX UNIT 28 009

Section 2 Township 11 North Range 1 East

Scale 1 Inch = 200 Feet

TAX UNIT 28 27



Bankside VILLAGE

SEE 23-180

SEE PAGE 002

SEE PAGE 002

SEE PAGE 002