

**CACHE COUNTY COUNCIL MEETING**  
**March 25, 2008**

The Cache County Council convened in a regular session on March 25, 2008 in the Cache County Council Chamber at 199 North Main, Logan, Utah.

**ATTENDANCE:**

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

**The following individuals were also in attendance:** Morgan Anderson, Deborah Ascione, Alek Barney, Travis Barney, Wally Bloss, Steve Bower, Tanner Brown, Kevin Carter, Kim Christy, Porter Daniels, Vern Elwood, Tyler Hanks, Sharon L. Hoth, Dan Hunsaker, Leslie Larson, David Mann, Terry Mann, Ryan Merrill, David Nielsen, Pat Parker, David Petersen, Jake Peterson, Craig Pettigrew, Chief Gary Roberts, Josh Runhaar, Jay Stocking, Bruce Ward, **Media:** Charles Geraci (Herald Journal), Arrin Brunson, (Salt Lake Tribune).

**OPENING REMARKS AND PLEDGE OF ALLEGIANCE**

County Executive Lemon gave the opening remarks and led those present in the Pledge of Allegiance.

**REVIEW AND APPROVAL OF AGENDA**

The agenda was approved as written.

**REVIEW AND APPROVAL OF MINUTES**

**ACTION: Motion by Council member Zilles to approve the minutes of the March 11, 2008 Council meeting as amended. Robison seconded the motion. The vote was unanimous, 7-0.**

**REPORT OF THE COUNTY EXECUTIVE: M. LYNN LEMON**

**APPOINTMENTS:** Justin Evans Deputy County Assessor  
Jennifer Parker Deputy County Assessor

**ACTION: Motion by Council member Gibbons to approve the recommended appointments. Yeates seconded the motion. The vote was unanimous, 7-0.**

**WARRANTS:** There were no warrants.

**OTHER ITEMS**

- Top of Utah Marathon** has asked Cache County to sponsor them. The school district requires them to be sponsored by a governmental entity in order to provide busses to

carry the riders to the start of the race. Lemon has checked with the county insurance and the Visitors Bureau and feels the county can be a sponsor. The Council concurred.

- **School Trust Lands Administration** – Kevin Carter presented the Council with a check for \$91,122.62 as compensation to the county for loss of development opportunities in the Franklin Basin area. This payment is for the first two quarters of the fiscal year.

### **ITEMS OF SPECIAL INTEREST**

- **Proclamation – Child Abuse Prevention Month** – Deborah Ascione, representing the Child and Family Support Center, played a DVD explaining the mission and services provided by the Center and urged the Council's support of the proclamation.

Chairman Hansen asked Council member Robison to read the proclamation to the Council.

(Attachment 1)

**ACTION: Motion by Council member Petersen to adopt the Proclamation – Child Abuse Prevention Month - April 2008. Robison seconded the motion. The vote was unanimous, 7-0.**

- **Cache Valley Center for the Arts Report – Wally Bloss** reported on the activities for 2007 at the Ellen Eccles Theater, the Bullen Center and the Thatcher-Young Mansion. About 93,000 people attended at least one event at the Theater, the Bullen Center or the Mansion. Bloss thanked the Council for its continuing financial support for the past fifteen years including the bond payment and RAPZ funding. The annual audit was provided to the Executive's Office.

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

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

### **THE COUNCIL CONVENED AS A BOARD OF EQUALIZATION**

#### **BOARD OF EQUALIZATION**

- **Tax Exemption Requests** (on file in the Auditor's Office)
  - American West Heritage Center
  - Bridgerland Audubon Society
  - Cache Community Food Pantry
  - Carl Inoway Senior Housing Corporation
  - Options for Independence
  - Providence Place Housing Corporation
  - USU Research Foundation
  - Utah Festival Opera Company
  - Corporation of the Episcopal Church in Utah
  - Full Gospel Fellowship
  - Harmony Lodge #21 F & AM of Utah
  - Holy Trinity Lutheran Church

**ACTION: Motion by Council member Chambers to approve the recommended tax exemptions. Robison seconded the motion. The vote was unanimous, 7-0.**

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

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

**PENDING ACTION**

- Ordinance No. 2007-05 - Agricultural Subdivisions (NO ACTION TAKEN)**
- Approval of Interlocal Agreement with North Logan on funding for 200 East Road**  
– Attorney Daines said that North Logan approved his draft of the agreement. Since that approval Daines noted two corrections – one on page 3, item d (changes “is” to “are”) and one on page 8 (removes reference to a “taxing entity committee”) – and North Logan’s attorney, Bruce Jorgensen, agrees with the corrections. Daines explained that the agreement states that an area of North Logan (which is defined in the agreement) will be benefited by the construction of 200 East. Cache County will pay to North Logan 50% of the increment in property taxes as it occurs in that defined area and the funds will be dedicated to build the road. Daines said the county will benefit significantly from the construction of 200 East.

In response to Petersen’s question, Daines clarified that this agreement is separate from North Logan’s Community Development project.

**INITIAL PROPOSAL FOR CONSIDERATION OF ACTION**

- **Resolution No. 2008-06 – Authorizing Executive to execute Interlocal Agreement with North Logan on funding for 200 East Road**

(Attachment 2)

**ACTION: Motion by Council member Petersen to waive the rules and approve Resolution No. 2008-06-Authorizing Executive to execute Interlocal Agreement with North Logan on funding for 200 East Road. Chambers seconded the motion. The vote was unanimous, 7-0.**

**PENDING ACTION**

- Final Plat Approval – Wellsville Mountain Estates** - A five-lot subdivision in the Agriculture Zone at 4600 South 4600 West, Wellsville. Runhaar indicated that the problem with the narrow bridge has been addressed and distributed the replacement wording for site specific stipulation #7 pertaining to the bridge.

*Tape 1, Side B*

Zilles asked about the road width and easement. Runhaar replied it is a 20-foot paved road which meets a five-lot subdivision requirement. There is a road easement of 66 feet.

(Attachment 3)

**ACTION: Motion by Council member Gibbons to approve the Final Plat for the Wellsville Mountain Estates Subdivision with the recommended stipulations. Zilles seconded the motion. The vote was unanimous, 7-0.**

- **Final Plat Approval – Cripple Creek Subdivision** – A three-lot subdivision in the Agriculture Zone at 3200 South 500 East, Millville. Runhaar said the county engineer recommends the safest solution is a gradual tapering of County Road 500 East to meet the narrow bridge south of the proposed subdivision. Lot 3 has been designated a “no-build zone” to allow for the probable extension of the proposed Millville Road of 200 East.

**(Attachment 4)**

**ACTION: Motion by Council member Gibbons to approve the Final Plat for Cripple Creek Subdivision with the recommended safeguards in place. Zilles seconded the motion. The vote was unanimous, 7-0.**

**INITIAL PROPOSAL FOR CONSIDERATION OF ACTION**

- **Approval of Increase in fees for Agricultural Protection Areas** – Lemon indicated the AG Protection Advisory Board had recommended in 2005 that protection area size be reduced from ten acres to five acres. The Planning Commission reviewed the recommendation and Lemon is trying to locate their recommendation so that size adjustments can be considered at the same time as the proposed fee increases. The law now requires notification of property owners within 1,000 feet of a proposed Agricultural Protection Area which incurs more expense. This will be placed on the April 8, 2008 County Council agenda.
- **Approval of Policies and Procedures for Cache County Fairgrounds** – Chairman Hansen directed this item to be placed on April 8, 2008 County Council agenda.
- **Approval of Amended fee Schedule for Cache County Fairgrounds** – Chairman Hansen directed this item to be placed on April 8, 2008 County Council agenda.

**COUNCIL MEMBER REPORTS**

**Chairman John Hansen** attended the Water Conference and reported favorably on Bob Fotheringham’s efforts. Robison asked that Fotheringham be invited to report to the Council, perhaps at the April 22, 2008 Council meeting.

The Council meeting adjourned at 6:05 p.m.

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

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**APPROVAL:** John A. Hansen  
Chairman

CACHE COUNTY  
CORPORATION

COUNTY COUNCIL

DARREL L. GIBBONS  
JOHN A. HANSEN  
CORY YEATES  
H. CRAIG PETERSEN  
KATHY ROBINSON  
BRIAN CHAMBERS  
GORDON A. ZILLES

M. LYNN LEMON

COUNTY EXECUTIVE/SURVEYOR

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

PROCLAMATION

- Whereas, Cache County's greatest asset is our children. All children deserve to grow up in a safe and nurturing environment to assure they reach their full potential.
- Whereas, child abuse is a serious and growing problem affecting over 3 million of our nation's children annually, and
- Whereas, all citizens of Cache County should become more aware of child abuse and its prevention within their respective communities and to actively encourage and support parents to raise their children in a safe nurturing environment, and
- Whereas, decreasing the occurrence of child abuse relies upon the efforts of each of us, in order to make a positive, substantial effect on the children of today who will grow to be the leaders of tomorrow.

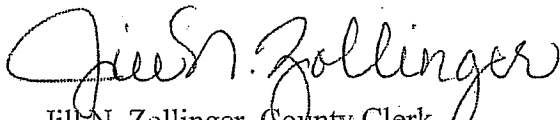
NOW THEREFORE, in recognition of all of our children in Cache County, be it resolved that the Cache County Council and the Cache County Executive, County of Cache, State of Utah, hereby proclaims the month of April, 2008 as

CHILD ABUSE PREVENTION MONTH

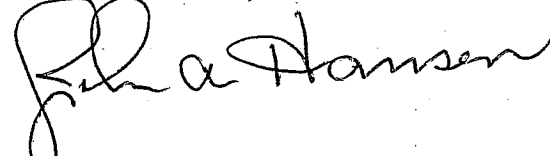
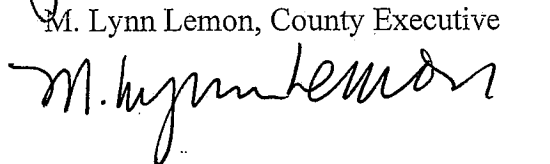
and calls upon all citizens to become aware of the impact of child abuse and to join in working for its prevention within our communities.

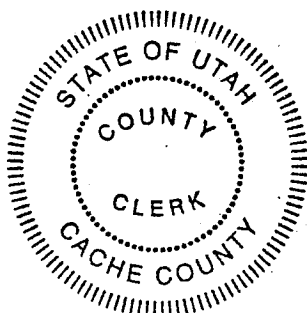
In witness thereof, as Chairman of the County Council and County Executive, we have hereunto set out hand this 25<sup>th</sup> day of March 2008.

Attest:

  
Jill N. Zollinger, County Clerk

John A. Hansen, Council Chairman

  
M. Lynn Lemon, County Executive  




CACHE COUNTY  
RESOLUTION NO. 2008-06

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND NORTH LOGAN CITY FOR FUNDING ON THE 2<sup>ND</sup> EAST ROAD PROJECT.

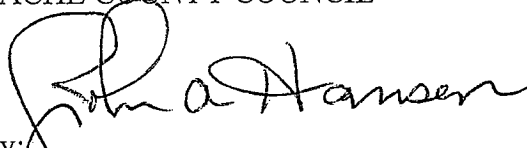
The County Council of Cache County, Utah, in regular meeting, lawful notice of which has been given, finds that it is in the best interests of the citizens of Cache County to enter into an interlocal agreement between Cache County and North Logan City for funding on the 2<sup>nd</sup> East Road Project..

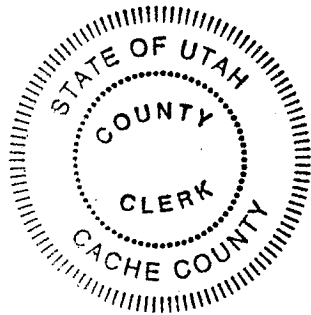
NOW, THEREFORE BE IT RESOLVED that the Cache County Executive is hereby authorized to execute the interlocal agreement between Cache County and North Logan City relating to the funding of the 2<sup>nd</sup> East Road Project as stated in "Exhibit A" attached hereto and made a part hereof.

This Resolution shall take effect immediately upon adoption.

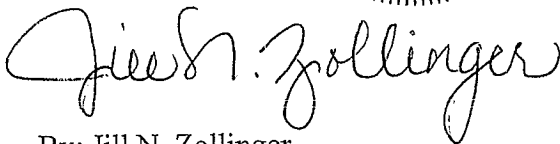
DATED this 26 day of March 2008.

CACHE COUNTY COUNCIL

By:   
John A. Hansen, Chairman



ATTEST:



By: Jill N. Zollinger  
Cache County Clerk

INTERLOCAL AGREEMENT  
FOR  
PAYMENT OF TAX INCREMENT REVENUES

THIS INTERLOCAL AGREEMENT is entered into as of the 26 day of March, 2008, by and among NORTH LOGAN CITY (the "City"), the REDEVELOPMENT AGENCY OF NORTH LOGAN (the "Agency"), and CACHE COUNTY CORPORATION. The foregoing are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Agency has been created and organized for the purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and any successor law or act (the "Development Act") and is authorized and empowered to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, on July 19, 2007, the Agency established the City Center Community Development Project Area ("the Project Area") through adoption of the City Center Community Development Project Area Plan; and

WHEREAS, pursuant to interlocal agreements with taxing entities the Development Act authorizes funding of community development project areas and plans, such as the Project Area and related City Center Community Development Project Area Plan (the "Plan"), with tax increment; and

WHEREAS, Cache County, by and through this agreement, is willing to transfer to the Agency, a certain portion of the property tax increment from the Project Area attributable to the Cache County's tax levy, to be used exclusively to fund a portion of the cost of construction of 200 East between 1800 and 2500 North within North Logan City; and

WHEREAS, Sections 17C-4-201 of the Development Act authorizes a taxing entity to "consent to the agency receiving the taxing entity's tax increment for the purpose of providing funds to carry out a proposed or adopted community development project area plan;" and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, for the purpose of providing funds to carry out the construction of a portion of 200 East, Cache County consents that the North Logan Redevelopment Agency receive a certain portion of the tax increment from the Project Area attributable to the Cache County's tax levy in accordance with the terms of this Agreement; and

WHEREAS, for the purpose of constructing the infrastructure within the Project Area, North Logan City intends to provide additional funds necessary to complete the construction of the water and sewer main lines and some of the remaining portions of 200 East not funded by the tax increment of the taxing entities involved; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended (the “**Cooperation Act**”).

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Recitals. The above recitals are incorporated herein as a part of this Interlocal Agreement.

2. Definitions. As used herein, terms shall have the meaning as set forth in the Development Act, unless otherwise defined in Exhibit A, attached to this Agreement and incorporated by reference.

3. Base Year and Base Taxable Value; Payment of Tax Increment to Agency by Cache County Corporation. The Parties agree that for purposes of calculation of Cache County’s share of tax increment from the Project Area to be paid by Cache County to the Agency pursuant to this Agreement, the base year shall be 2007, and the base taxable value shall be the 2007 assessed taxable value of all real property within the Project Area. Based upon review of the Cache County records, the Parties agree that the 2007 base taxable value of the Project Area is Three Million, Three Hundred Forty-eight Thousand, Six Hundred Ten Dollars (\$3,348,610.00). Fifty Percent (50%) of the increase in the property tax revenues attributable to Cache County’s tax levy on real property within the Project Area, over and above the property tax revenues attributable to Cache County’s tax levy on the base taxable value, or in other words one half (1/2) of the tax increment attributable to Cache County’s tax levy (the “**Tax Increment**”), in accordance with Section 17C-4-203(2) of the Act shall be paid by Cache County to the Agency for the period of time as provided and set forth in Section 4 below. However, the Tax Increment shall not include that portion of any of the increase attributable to the assessment and collecting levy, which portion shall remain with Cache County for regular distribution.

4. Cache County’s Consent. Cache County, pursuant to Section 17C-4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents to the following:

a. That the Agency, for twelve (12) tax years, beginning with the first tax year for which the Agency accepts the tax increment, shall receive 50% of the Tax Increment attributable to Cache County’s tax levy on real property within the Project Area for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that the Agency may not be paid any portion attributable to the assessment and collecting Levy or any portion of Cache County’s taxes resulting from an increase in Cache County’s tax rate that occurs after Cache County approves this Agreement, unless Cache County specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. The balance of the tax increment attributable to Cache County’s tax levy for said tax years in the amount of 50% and for tax years beyond the 12 year collection period shall be retained by Cache County.



b. Cache County approves the budget to fund a portion of the construction of 200 East. The budget thus includes the expenditure of One Million, Six Hundred One Thousand, Four Hundred Thirty-three Dollars (\$1,601,433.00) for construction of the road including curb, gutter and sidewalk, land acquisition, engineering design, and/or for all other lawful purposes relating to the construction of 200 East, as shown on Attachment Set No. 2, Table 1, to this Agreement.

c. Cache County agrees that the Project Area includes 106 acres of property, and approves the Project Area Plan adopted by the Agency and City for the Project Area. Attachment Sets No. 1 and No. 2 to this Agreement are incorporated herein by reference.

d. The Agency agrees that it will only receive the tax increment necessary to meet the terms and commitments outlined in this agreement and the adopted budget. In this regard, Attachment Set No. 2 to this Agreement shows development assumptions and estimated tax revenues based on Cache County's approval of the Project Area Plan and Budget. Attachment Set No. 2 also shows estimated tax revenues, available for tax increment financing as contemplated by this Agreement, 50% of which would be paid to the Agency over the twelve-year (12) period stipulated in Paragraph 4.a., above. The parties agree that any tax increment funds generated which are in excess of the amounts shown to be paid to the Agency through the commitment period of twelve (12) years shall be retained by Cache County. At such time as the maximum amount of \$1,601,433 has been paid to or retained by the Agency in full, the Agency will release any claim to further payment of Cache County's tax increment funds and agrees to terminate this Agreement, allowing Cache County to begin retaining 100% of the tax increment funds before the end of the twelve (12) years contemplated by Paragraph 4.a., of this Agreement. The Parties agree to cooperate in the drafting and execution of such additional documents as are reasonably necessary in furtherance of the objectives stated in this Paragraph 4.d., and this Agreement generally.

5. Adjustments to Base Taxable Value. The amount of the base taxable value used in determining the tax increment shall be increased, decreased or otherwise adjusted as provided in Section 17C-1-408, Utah Code Ann. 1953, as amended.

6. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

7. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

8. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized by the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the last payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement, but in any event shall terminate by September 30, 2028.

9. Publication of Notice. Immediately after execution of this Agreement by the Parties, the Agency shall cause to be published a notice regarding this Agreement as provided and allowed pursuant to Section 17C-4-202 of the Utah Community Development and Renewal Agencies Act.

10. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

11. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

12. Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by the Parties, the Parties agree to perform, execute and deliver or cause to be performed, executed, and delivered any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby. Such further acts shall include minor modifications which may otherwise interfere with or inhibit the ability of the Agency to issue bonds.

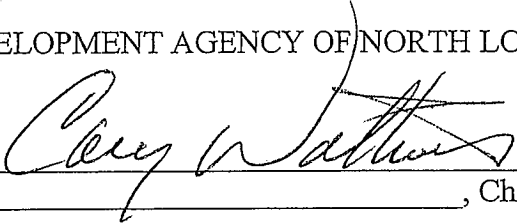
13. Invalid Provisions. If any provision of this Interlocal Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Interlocal Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never composed a part of this Interlocal Agreement; and the remaining provisions of this Interlocal Agreement shall remain in full force and effect and shall

not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Interlocal Agreement.

14. Reporting and Potential Future Amendments. The Agency shall make an annual report to each Taxing Entity on the progress and the financial status of the Project. Parties agree to work in good faith to accomplish the purposes of this agreement and recognize the possibility and opportunity to amend this agreement in the future as needed to accomplish those purposes.

ENTERED into as of the day and year first above written.

REDEVELOPMENT AGENCY OF NORTH LOGAN

By: , Chairperson

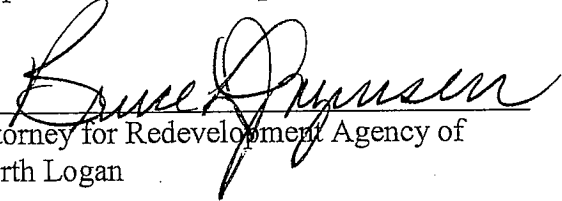
ATTEST:

By:

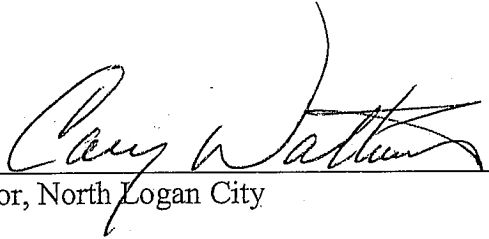
  
Agency Secretary

Attorney Review for Redevelopment Agency:

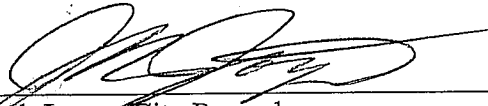
The undersigned, as counsel for the Redevelopment Agency of North Logan, has reviewed the foregoing Interlocal Agreement for Payment of Tax Increment Revenues and finds it to be in proper form and in compliance with applicable state law.

  
Attorney for Redevelopment Agency of  
North Logan

NORTH LOGAN CITY CORPORATION

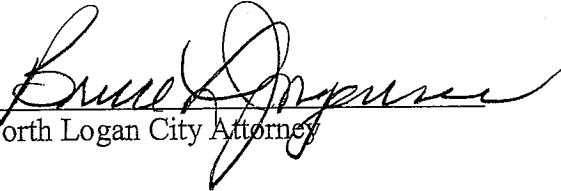
By:   
Mayor, North Logan City

ATTEST:

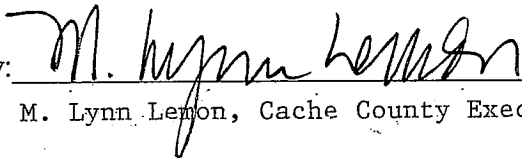
  
North Logan City Recorder

Attorney Review for North Logan:

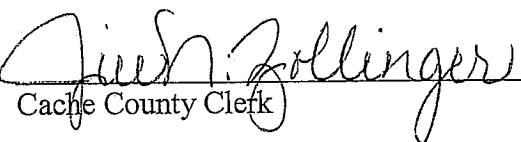
The undersigned, as attorney for North Logan City has reviewed the foregoing Interlocal Agreement for Payment of Tax Increment Revenues and finds it to be in proper form and in compliance with applicable state law.

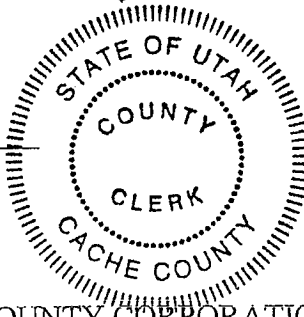
  
North Logan City Attorney

CACHE COUNTY CORPORATION

By:   
M. Lynn Lemon, Cache County Executive

ATTEST:

  
Cache County Clerk



Attorney Review for Cache County:

The undersigned, as attorney for CACHE COUNTY CORPORATION has reviewed the foregoing Interlocal Agreement for Payment of Tax Increment Revenues and finds it to be in proper form and in compliance with applicable state law.

  
Cache County Corporation Attorney

## EXHIBIT A

### Definitions of Key Terms

Definitions of key words and terms as used herein and the Community Development Project Area Plan are as follows:

**“Act”** means the Community Development and Renewal Agencies Limited Purpose Local Government Entities Act as found in Title 17C, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor law or act.

**“Agency”** means the Redevelopment Agency of North Logan City as designated by the City to act as the Community Development and Renewal Agency.

**“Base Tax Amount”** means the taxable value of the property within a project area from which tax increment will be collected, as shown upon the assessment roll last equalized before the date of the Redevelopment Agency’s approval of the first project area budget.

**“Bond”** means any bonds, notes, interim certificates, debentures, or other debt obligations issued by the Agency.

**“City”** means North Logan City.

**“Community”** means the City.

**“Legislative Body”** means the City Council of North Logan City which is the legislative body of the community.

**“Plan Hearing”** means the public hearing on a draft project area plan required under Subsection 17C-4-102 of the Act.

**“Planning Commission”** means the North Logan City Planning Commission established pursuant to law or charter.

**“Prior Act”** means the Redevelopment Agencies Act as found in Title 17B, Chapter 4, Utah Code Annotated prior to renumbering in the 2006 Legislative Session.

**“Project Area”** means the geographic area described in a project area plan or draft project area plan where the economic development projects set forth in this project area plan will take place.

**“Project Area Budget”** means a multi-year projection of annual or cumulative revenues and expenses and other fiscal matters pertaining to the project area that includes:

- The base taxable value of property in the project area;
- The projected tax increment expected to be generated within the project area;
- The amount of tax increment expected to be shared with other taxing entities;
- The amount of tax increment expected to be used to implement the project area plan, including the estimated amount of tax increment to be used for land acquisition, public improvements, infrastructure improvements, and loans, grants, or other incentives to private and public entities; and
- The tax increment expected to be used to cover the cost of administering the project area plan.

**“Project Area Plan”** means a written plan that, after its effective date, guides and controls community development activities within the project area. In most contexts the project area plan refers to this document and all of the attachments to this document.

**“Survey Area”** means an area designated by a resolution adopted by the Agency Board for study to determine whether a project or projects within the area are feasible.

**“Taxes”** includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

**“Taxing Entity”** means a public entity that levies a tax on property within a community.

**“Tax Increment”** means the difference between the amount of property tax revenues generated each tax year by all taxing entities from the area within a project area designated in the project area plan as the area from which tax increment is to be collected using the current assessed value of the property and the amount of property tax revenues that would be generated from that same area using the base taxable value of the property.

strategy 

ATTACHMENT SET NO. 1

DESCRIPTION OF THE PROPOSED  
COMMUNITY DEVELOPMENT  
PROJECT AREA

&

MAP OF  
COMMUNITY DEVELOPMENT  
PROJECT AREA

&

LEGAL DESCRIPTION



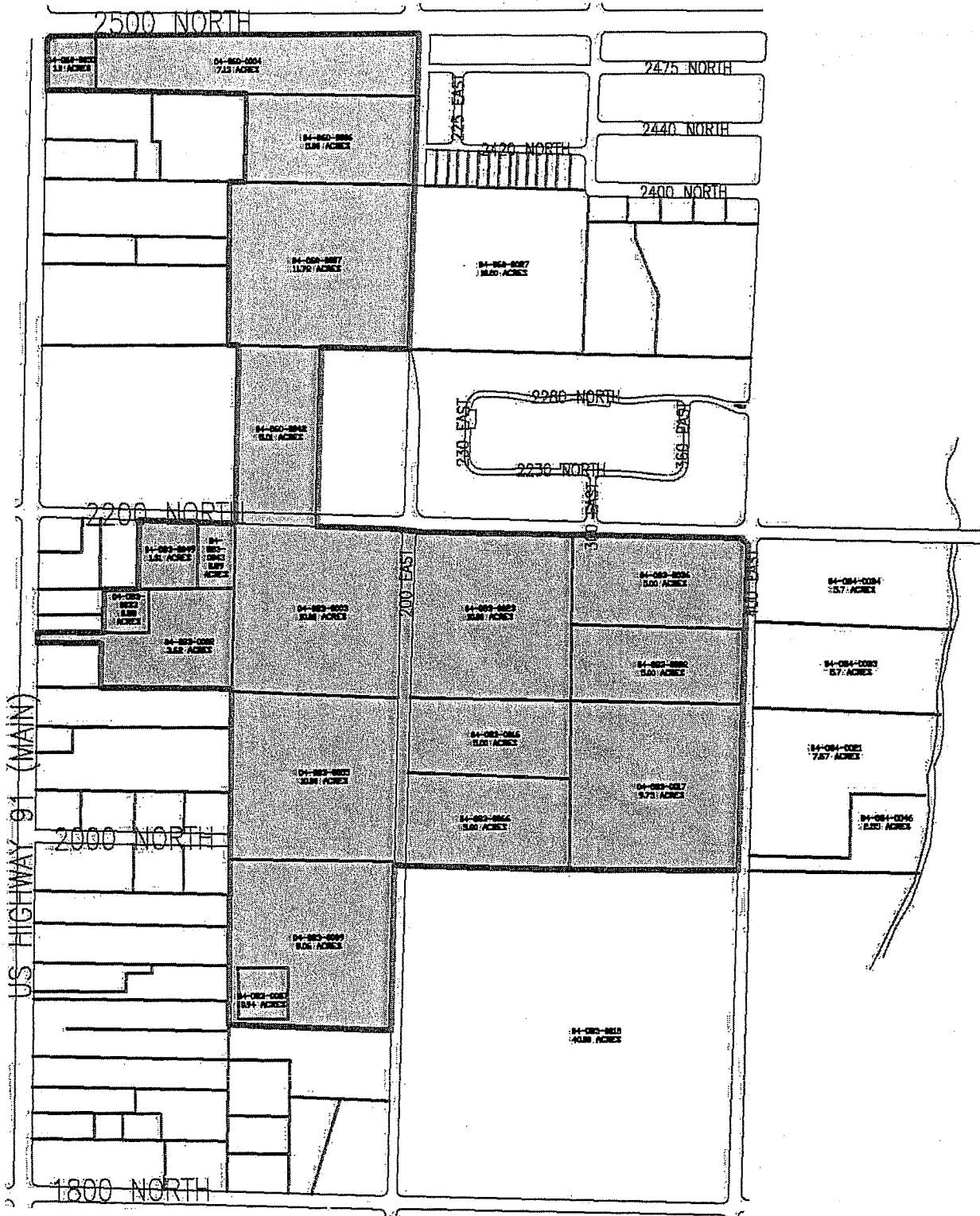
## Description of the Proposed Community Development Project Area

A map of the Project Area is attached as Map "1" and incorporated herein. The extreme outer directional boundaries of the approximately 106 acre project area are 2000 North, 400 East, 2500 North, and Main Street, although the actual boundaries follow parcel lines as appropriate to formation of the CDA and delineated on the Project Area Map.

The parcels to be contained with the CDA are as follows:

<b>Parcel Number</b>	<b>Owner Name</b>	<b>Acreage</b>
04-060-0004	LSI Properties LC	7.13
04-060-0006	LSI Properties LC	5
04-060-0007	Nyman, R. Brent	11.72
04-060-0042	Vesuvius LLC	5.01
04-060-0053	WS&S Properties LLC	1
04-083-0002	Tony C. Loosle	3.62
04-083-0033	Tony C. Loosle	0.88
04-083-0043	Tony C. Loosle	0.89
04-083-0049	Fielding ENT, LLC	1.31
04-083-0003	DGMP Properties LC	10
04-083-0005	Spendlove Research	10
04-083-0009	Spendlove Research	9.06
04-083-0016	Spendlove Research	5
04-083-0017	Gnehm, Colleen	9.75
04-083-0022	Utah State University	5
04-083-0023	Kent D. Merrill	10
04-083-0036	Corp. of Presiding Bishop	5
04-083-0066	Spendlove, R & R	5
04-083-0067	Whimar Development LLC	0.94

# NORTH LOGAN CITY CITY CENTER AREA



Map "1"

# CITY CENTER COMMUNITY DEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

The following legal description is the total area included in the City Center Community Development Project Area:

Beginning at the SW corner of the intersection of 2500 N and 200 E; Thence S along the W ROW of 200 E to the S end of said ROW (N Ln Lot 04-060-0007); Thence S'ly along W Ln of said lot to S Ln of said lot; Th W (B.R.) along S Ln said lot to NE corner lot 0042; Th S'ly along E Ln of said lot to N ROW 2200 N; Th S to S ROW said street; Th W'ly along S ROW 2200 N to int said ROW and W ROW 400 E (NE corner lot 04-083-0036); Th S along W ROW 400 E to SE corner lot 0017; Th W'ly along S Ln said lot to SW corner said lot (SE corner lot 0066); Th W'ly along S Ln of lot 0066 to E ROW 200 E; Th W to W ROW 200 E; Th S'ly along said ROW to SE corner Lt 04-083-0009; Th W along S Ln of Lt 0009 to SW corner said lot; Th N along W Ln said lot to NW corner said lot (SW corner lot 0005); Th N along W Ln lot 0005 to NW corner said lot (SW corner lot 0003); Th N along W Ln Lot 0003 to SE corner lot 04-080-0002; Th W'ly along S Ln said lot to SW corner said lot; Th N'ly to corner said lot; Th W'ly along Ln said lot to int said Ln and W ROW Hwy 91; Th N along said ROW to int said ROW and N Ln said lot 0002; Th E'ly along Ln said lot to SW corner lot 0033; Th N'ly along W Ln said lot to NW corner said lot; Th W'ly along N Ln said lot to SW corner lot 0049; Th N'ly along W ROW said lot to S ROW 2200 N (NW corner said lot); Th E'ly along said ROW to NW corner lot 04-083-0003; Th N'ly to SW corner lot 04-060-0042 (N ROW 2200 N); Th N'ly along W Ln said lot to NW corner said lot (S Ln 0007); Th W'ly along S ROW Lt 0007 to SW corner said lot; Th N'ly along W Ln said lot to NW corner said lot; Th E along N Ln said Lt to SW corner lot 0006; Th N'ly along W Ln said lot to NW corner said Lt (S in lot 0004); Th W'ly along S Ln lot 0004 to SW corner said lot (SE corner 0053); Th W'ly along S Ln Lt 0053 to E ROW Main St (Hwy. 91) (SW corner said lot); Th N'ly along E ROW Hwy 91 to int E ROW Hwy 91 and S ROW 2500 N; Th E'ly along S ROW 2500 to the point of beginning.  
Containing about 106 acres.

## CONTAINING ENTIRELY AND EXCLUSIVELY THE FOLLOWING PARCELS:

04-060-0004	04-083-0009
04-060-0006	04-083-0016
04-060-0007	04-083-0017
04-060-0042	04-083-0022
04-060-0053	04-083-0023
04-083-0002	04-083-0036
04-083-0033	04-083-0066
04-083-0043	04-083-0067
04-083-0049	
04-083-0003	
04-083-0005	

ATTACHMENT SET NO. 2

PROJECT AREA BUDGET AND  
TAX INCREMENT ANALYSIS

&

CDA PROJECT AREA BUDGET SUMMARY  
(TABLE "1")

&

DEVELOPMENT PLAN LAYOUT  
(MAP "2")

&

DETAILED PROJECT AREA BUDGET  
(TABLE "2")

# Project Area Budget and Tax Increment Analysis

## Overview

The formation and implementation of a Community Development Project Area Plan requires that a Project Area Budget be created. This involves the utilization of projected ad valorem tax increment revenues, captured special use taxes such as transient room taxes (TRT), food and beverage taxes, sales tax, etc., and their allocation to public infrastructure or other uses as may be permitted by applicable statutes. A description of the Project Plan Budget is shown in Attachment Set No. 2 which includes a budget summary in Table "1" and a more detailed budget in Table "2".

Strategy 5 has conservatively estimated that the total tax increment revenue generated over the proposed 15-year lifespan of the CDA (12 years for the Cache County School District and Cache County Corporation) will equal approximately \$20.5 million. In addition to property taxes developed within the project area, other taxes will be generated such as transient room taxes (TRT) and sales tax. Application of these additional captured revenues would push the aggregate revenue base potential over the \$27 million mark.

In this section costs for land acquisition, street and utility infrastructure, green infrastructure (the Village Green, parks and open space, landscaping etc.), public parking, etc. are estimated. These costs comprise the expense side of the Project Area Budget. The North Logan Village sketch study attached as Map 2 has been used as the guide for estimating these costs. Certain development assumptions have been employed in this section of the analysis which include the following:

**North Logan Village Focal Area** – While the CDA encompasses approximately 106 acres of land, it is the 40 acres of land which was central to the original City Center Plan, and now comprises the focal area for catalyst development and public investment which should receive a concentration of available funds. This area is bounded by 2200 North, 400 east, 2000 North, and 200 East. It includes land that is now controlled by the City, institutional entities and private property owners. It will host the catalyst hotel and conference center project, the Village Green, and important mixed-use development that will combine to create the sense of place and identity intended by the City Center Plan.

**Leveraging of Public Monies to Leverage Public Investment** – The essential purpose behind Community Development Area Project Plans and similar statutory vehicles for employing tax increment financing and other public involvement is to leverage and attract significant levels of private capital investment. The inherent goal is to induce such investment either in areas where the public planning and policy process has determined growth should occur (as in the case of the North Logan City Center Plan and now its implementation form – the North Logan Village and associated CDA) and/or in conjunction with accelerating development in terms of time and implementation.

Taking the conservative CDA projections at face value it can be shown that \$8.9 million in public investment (the 15-year increment, assuming it is all utilized within the CDA) will yield approximately \$227 million in new building value (including personal property value) within this area. Based on capital project investment alone this represents a return of more than \$25 for every \$1 invested by the public sector. Recurring economic and fiscal impacts will include significant ad valorem and personal property taxes accruing to the taxing entities after the CDA is dissolved, ongoing revenues from room taxes, food and beverage taxes, and sales taxes. In addition, net new spending by visitors in the local economy, spending by operations (purchases of goods and services by businesses), and other benefits will continue to flow into the future. Conservative estimates prepared for the Cache Valley Conference Center alone indicate that more than \$17 million in spending by delegates and other visitors to the facility will accrue annually from this source.

### **Capital Cost Estimates**

**Methodology** – Capital cost estimation for buildings, street road and utility infrastructure, green infrastructure, etc. is subject to a wide range of variables whose impact can only be generally forecast at the conceptual stage of development in which the CDA Plan is being created. These variables include:

- The final development and building program for various Project Area Components
- Development decisions with regard to materials, design, and construction method
- Cost of materials including concrete, asphalt, conduits and pipes, electrical and fiber optic wiring, landscaping materials, etc.
- Cost of labor and profit margin for contractors

Strategy 5 has utilized a combination of sources to arrive at order-of-magnitude unit costs for various infrastructure components, and real costs as may be available concerning land to be purchased by the City/Redevelopment Agency. Sources for costing estimates included the transportation and environmental engineering firm of Parsons Brinckerhoff Quade and Douglas, Carl Walker Parking Consultants, Kalback and Associates professional planners, local builders and developers, and various public information data sources.

**Land** – There is a working assumption that the public sector will provide a certain amount of land for the development of the Cache Valley Conference Center and associated headquarters hotel. As of June 2007, the City (on behalf of the Redevelopment Agency) has negotiated favorable option terms on a total of 20 acres (two 10 acres parcels) located within the 40 acre focal area described above. Together, the purchase price for these properties is \$4,306,000. Of this 20 acre aggregate area and other properties, it is anticipated that the public sector will provide approximately twelve (12) acres for the Cache Valley Conference Center and hotel with its associated surface parking areas (6 acres), public access and event space including the Village Green (5 acres), and one acre of land to provide for future expansion of the Cache Valley Conference Center. The estimated cost of these twelve (12) acres is \$2,640,000. Any land acquired by the City or Agency may be able to be sold for other associated facilities that may be warranted as market demand and other development/operational opportunities and factors evolve. It is recommended that the public sector obtain five (5) acres of land to be contributed to the Village Green and/or other green infrastructure.

Other land in the North Logan Village focal area could be acquired by the public sector as part of an overall effective development strategy. Approximately five (5) acres is currently owned by USU which could be incorporated into the overall Master Plan for development. It is estimated that this land could be acquired for approximately \$1 million.

In order to establish the interior street system, as well as the improvements to 200 East, certain rights of way and easements will have to be purchased or otherwise obtained through development agreements. Based on a total of 9,200 linear feet of streets and roads within the total project area (including an extension of 200 East between 1800 and 2500 North); this element of infrastructure would cost approximately \$2.65 million. About \$1.85 million of these costs are associated with the construction of 200 East.

It is undetermined at this time whether and/or how surface parking would be provided or paid for by the public sector. There are numerous scenarios that could evolve, including but not limited to the following:

- Public sector purchases land and provides to the Project Area free of charge, with no parking fees charged.
- Public sector purchases land and provides to the Project Area free of charge, but recoups investment through parking fees.
- Public sector purchases land and sells it to developers predicated on parking requirements per ordinance for a specific project component.
- Private sector is allowed to purchase and plan required land for surface parking without public sector involvement except for enforcement of zoning regulations, applicable codes and design and development guidelines.

For purposes of the Project Area Budget, the only free public parking planned for will be part of the Village Green area.

**Streets and Roads** - Various development assumptions have been employed in estimating this element of the Project Area budget. There is a total of approximately 5,200 feet of street and road infrastructure associated with the North Logan Village focal area in addition to the construction of 200 East reaching to 1800 North. Unit cost per linear foot will vary depending on whether the entire width of the street needs to be built or only half of the street, plus parking and/or bike lane widths, etc. Based on 5,200 linear feet of two-lane "Village Streets" (2200 and 2000 North plus streets within the City Center) this element of Project Area infrastructure would cost approximately \$803,000 (excluding the cost of 200 East).

200 East – a five lane urban section including a center divider – would represent approximately 3,960 linear feet of roads (1800 to 2500 North). At a unit cost of \$600 per linear foot including curb and gutter, cut and fill, and sidewalks, this element of Project Area infrastructure would cost approximately \$2.49 million. The construction of 200 East has been planned as a Federally Funded project in cooperation with the UDOT, State of Utah. It may be possible for the Agency and thereafter the Taxing Entities, to be reimbursed 93% of these costs. This budget, however, assumes no such reimbursement. The budget within this plan includes \$1.85 million construction funds, plus about \$130K for engineering, of the \$2.49 million required for 200 East. The budget includes, for the construction of 200 East, approximately \$1.60 million from Cache County's Tax Increment and \$0.38 million from the combined input from North Logan City's and the Cache County School District's tax increment. The remaining approximate \$650,000 will need to come from other sources (i.e. North Logan General Fund, Cache County General Fund, Highways Systems Tax, and/or state/federal funds).

Therefore, the total actual cost for street and road infrastructure (not counting other funds needed for completing 200 East) in the North Logan Village focal area and funded by tax increment funding would be approximately \$2,835,500 including engineering costs.

**Utilities** – Infrastructure including 8" ductile iron water line with valves and hydrants; plus 8" sanitary sewer with manholes equals approximately \$760,000 of which about half will be paid for with Impact Fees. The net cost to the CDA Project Budget is planned to be about \$380,000. The cost of storm sewer; power and gas lines, phone, and fiber optic cable is not included in this project plan. The installation of these infrastructure elements would be done by the developers.

**Water Reclamation and Reuse System** – In keeping with the green building theme recommended for the project, Strategy 5 suggests that a water reclamation and reuse system be incorporated into the infrastructure planning process. The purpose would be to utilize reclaimed water to irrigate and maintain the Village Green and other landscaping within the Project Area. Cache Valley's dry climate and the preciousness of water resources seem to warrant special attention to this element of the Plan. A state-of-the art water resource infrastructure plan could add to the environmentally friendly profile and image of the North Logan Village Project, while at the same time ensuring the maintenance of extensive green infrastructure throughout. This system could be run in parallel development with the storm water and wastewater infrastructure.



**Landscaping and Hardscape** – The cost of landscaping and hardscape (street furniture, trash receptacles, street lighting, etc. can and will vary widely depending on design factors, materials, and other variables. For purposes of the Project Budget, a conservative estimate of \$500,000 is made, representing an investment of approximately \$5,000 per acre in these improvements if taken over the entire project, but most of these types of improvements will be concentrated within the forty acres of the City Center. The cost of landscaping and hardscape could be shared with developers, and/or contributed to over time by the to-be-formed Business Improvement District or other means.

**Programmatic Incentives** – Using cultural arts programs, special events, festivals and other civic activities to promote use and exposure of the North Logan Village while contributing to the public good is a potentially important aspect of the overall implantation plan and strategy for a sustainable development project. It is recommended that a budget of \$100,000 per year be allocated to management and promotional activities – including public arts programs. This allocation, however, is not included in the budget plan submitted herewith.

**Reserve Funds** – The Project Area Budget includes a \$1,340,000 fund allocation to cover unforeseen contingencies, changes required to maximize private investment, and other variables.

**Professional Fees and Financing Costs**– There will be an ongoing need for professional services from engineers, landscape architects, planners, economists, designers, and others in order to implement the Plan. We have estimated these costs at approximately \$247,000. It is also anticipated that some of the infrastructure to be developed may need to be done through some kind of financing such as bonds. We have estimated this to be about \$1,000,000.

# CDA Project Area Budget Summary

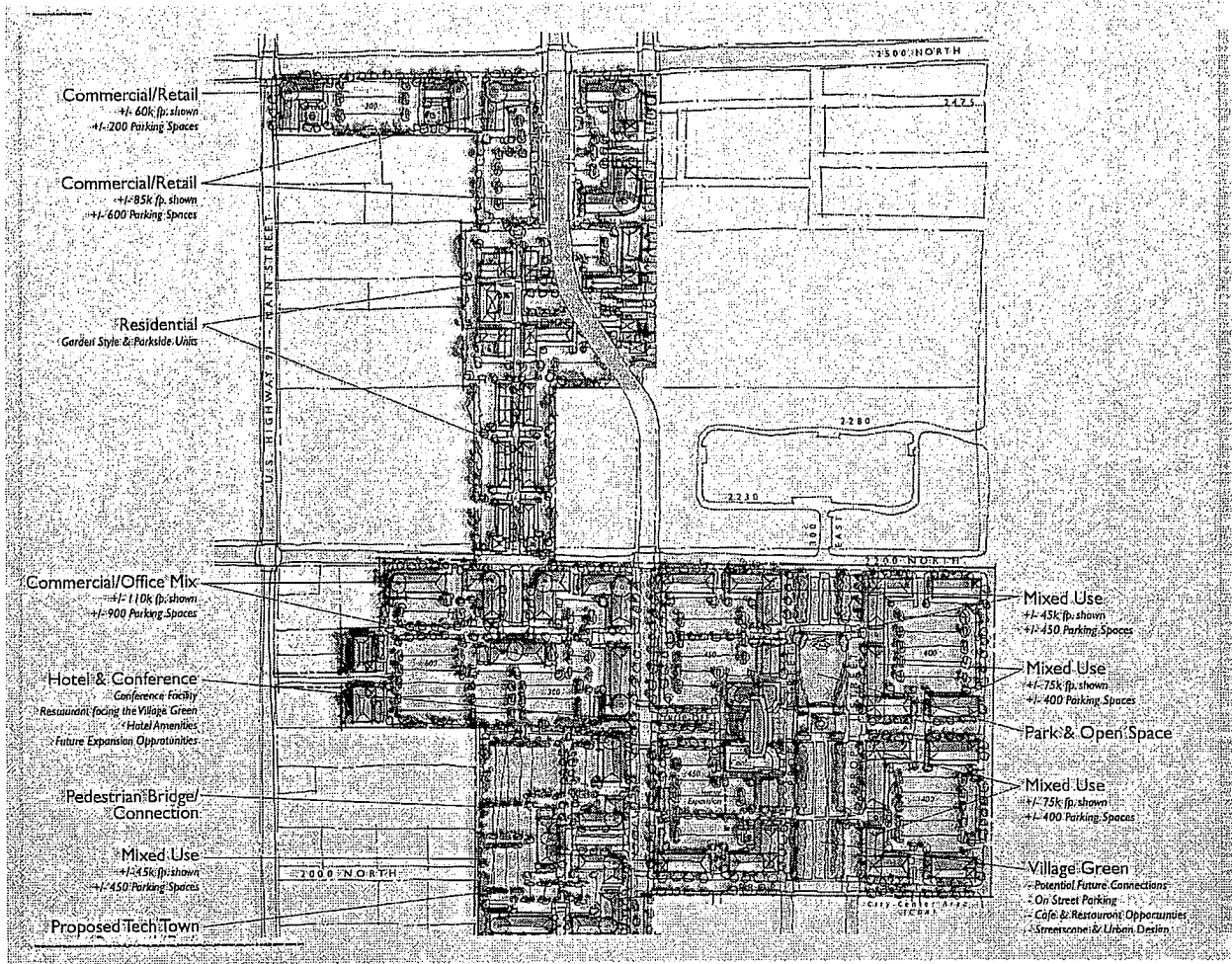
## NORTH LOGAN & CACHE SCHOOL DISTRICT FUNDS - BUDGET SUMMARY

Incremental Revenues over 15 years (Property tax into CDA for only 12 Years for School District)				Project Area Budget for North Logan and Cache County School District	
	Total Generated	Invested in the CDA	Stays with Taxing Entity		
<b>North Logan City</b>				Land Purchases	\$2,640,000
Property Tax	\$3,204,008	\$3,204,008	\$0	Dev. of Village Green Area	\$499,000
Local Sales Tax (City)	\$2,625,000	\$0	\$2,625,000	Streets and Roads (Remaining portion of 200 East)	\$1,184,770
TRT (City)	\$480,000	\$0	\$480,000	Water Mains	\$148,500
<b>NL Sub-Total</b>	<b>\$6,309,008</b>	<b>\$3,204,008</b>	<b>\$3,105,000</b>	Sewer Mains	\$231,375
<b>Cache County School District</b>				7% Engineering & Planning	\$144,455
Property Tax	\$12,422,925	\$4,135,395	\$8,287,530	Sub-Total	\$4,848,100
<b>Total Revenue – NLC and School Dist.</b>	<b>\$18,731,933</b>	<b>\$7,339,403</b>	<b>\$11,392,530</b>	Contingency/Future Projects	\$1,340,000
				Bonding/Financing – (Only if needed)	\$1,000,000
				2% Administration	\$146,788
				<b>Total Costs</b>	<b>\$7,334,888</b>

## CACHE COUNTY FUNDS - BUDGET SUMMARY

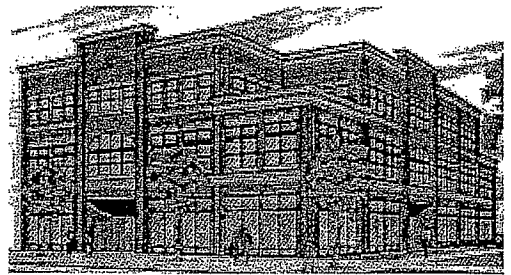
Incremental Revenues over 15 years (Property tax into CDA for only 12 years)				Project Area Budget for Cache County	
	Total Generated	Invested in the CDA	Stays with Taxing Entity		
<b>Cache County</b>				200 East (Part)	\$1,466,730
Property Tax	\$4,810,782	\$1,601,433	\$3,209,349	7% Engineering	\$102,671
TRT (County)	\$1,920,000	\$0	\$1,920,000	2% Administration	\$32,029
Restaurant Tax (County)	\$1,350,000	\$0	\$1,350,000		
Local Sales Tax (County)	\$656,250	\$0	\$656,250		
<b>Total Revenue – Cache County</b>	<b>\$8,737,032</b>	<b>\$1,601,433</b>	<b>\$7,135,599</b>	<b>Total Costs</b>	<b>\$1,601,430</b>

Table "1"



Map "2"

# CACHE COUNTY CORPORATION DEVELOPMENT SERVICES DEPARTMENT



**WENDELL MORSE**  
DIRECTOR/  
COUNTY WIDE PLANNER

**JOSH RUNHAAR, AICP**  
COUNTY PLANNER/  
ZONING ADMINISTRATOR

**PAUL BERTSON**  
CHIEF BUILDING  
OFFICIAL

179 NORTH MAIN, SUITE 305 LOGAN, UTAH 84321 ♦ (435)755-1630 ♦ FAX (435)755-1987

**APPLICATIONS ARE DUE BY 3:00 PM ON THE DAY OF THE DEADLINE**  
PLEASE ALLOW STAFF 20-30 MINUTES TO PROCESS THE APPLICATION  
LATE APPLICATIONS WILL BE HELD FOR THE NEXT MEETING'S AGENDA  
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

## PROJECT APPLICATION

### REVIEW AUTHORITY

- CACHE COUNTY COUNCIL
- CACHE PLANNING COMMISSION
- BENSON PLANNING COMMISSION
- BOARD OF ADJUSTMENTS
- ADMINISTRATIVE REVIEW

### TYPE OF APPLICATION

- SUBDIVISION
- CONDITIONAL USE PERMIT
- ZONE CHANGE
- CODE AMENDMENT
- BOUNDARY LINE ADJUSTMENT

Date Received: <u>1-9-08</u>	Received By: <u>MDG</u>	Receipt Number: <u>3561</u>	Application Number: <u>ck 1006 2400<sup>00</sup> 1900<sup>00</sup> + 500<sup>00</sup></u>
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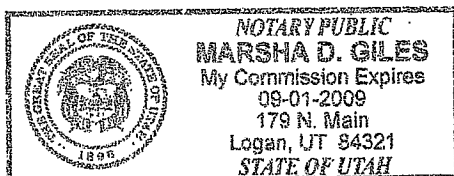
<p><b>PROJECT INFORMATION - 5 Lots</b></p> <p>REQUEST TYPE <u>Minor Subdivision</u></p> <p>PROJECT NAME <u>Wellsville mtn. estates</u></p> <p>PROJECT ADDRESS <u>4600 S 4600 W</u></p> <hr/> <p>SERIAL NUMBER(S) <u>11-078-0001</u></p> <p>ZONE <u>A9</u></p> <p>PROJECT LOCATION <u>4600 S 4600 W</u></p>	<p><b>AGENT/OWNER INFORMATION</b></p> <p>AGENT NAME <u>Vern Elwood</u></p> <p>ADDRESS <u>Wellsville, ut 84339</u> <u>422 N. 200 W. 4104</u></p> <p>TELEPHONE (DAY) <u>755-414</u> (CELL) <u>232-6231</u> <i>Diane Peteresen</i></p> <hr/> <p>OWNER NAME <u>Elwood Family Trust</u></p> <p>ADDRESS _____</p> <p>TELEPHONE (DAY) <u>Same</u> (CELL) _____</p>
--	---

State of Utah )  
County of Cache )

*Diane Peteresen*  
99 W Center  
Logan, ut 84321

On this 9 day of JANUARY, 2007, personally appeared before me, Vern Elwood, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this instrument, and acknowledged that they executed the same.

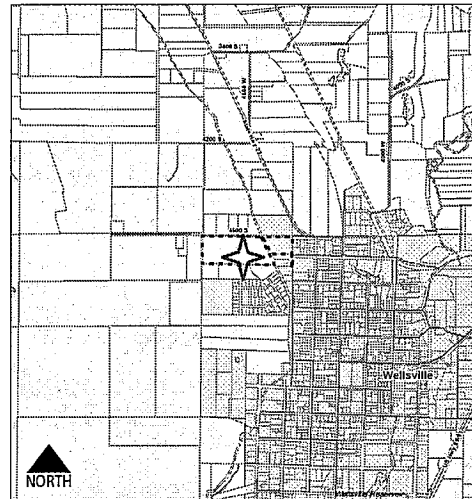
Signed Vern Elwood  
(Property Owner or Agent)



Marsha D Giles  
Notary Public

# Development Services Cache County Corporation

*Project Name:* Wellsville Mtn. Estates Subdivision  
*Agent:* Vern Elwood  
*Request:* 5-Lot Subdivision  
*Type of Action:* Quasi-Judicial  
*Current Zoning:* Agriculture (A)  
*Project Address:* 4600 South 4600 West (Wellsville)  
*Tax ID:* 11-078-0001  
*Staff Recommendation:* Approval with Stipulations  
*Surrounding Uses:* North – Agriculture/Public School  
 South – Homes/Wellsville City  
 East – Homes/Wellsville City  
 West – Agriculture/Homes



*Site Location*

## **PROJECT**

*Request:* The applicant is requesting a subdivision to create five (5) building parcels. Lots 1, 2, 3, and 4 would each be approximately 5.00, and Lot 5 would be 24.43 acres. The proposed subdivision is located northwest of Wellsville City. The proposed subdivision meets the minimum lot size requirements of §17.09.040 and the number of lots/ lot size requirements of §17.09.080 (there will be five lots from the original 1970 parent parcel).

The applicant has petitioned for annexation into Wellsville. After numerous meetings with the Wellsville Planning Commission and City Council the applicant chose to withdraw the annexation petition and file this subdivision application with the county.

*Access:* This subdivision would be serviced from 4600 South, a County Road, with a 20-foot wide paved surface. There is also a bridge that crosses the Hyrum-Mendon Canal that is approximately 18 feet wide. The Road Department recommendation is to accept the road condition of 4600 South with the recommendation that the bridge be widened to accommodate higher traffic volumes.

In 1996 a Conditional Use Permit was approved for two lots on the north side of 4600 South. One of the conditions of this permit was to widen the Hyrum-Mendon Canal Bridge to 20 feet. In 1999 the Willow Valley Estates 5-Lot Subdivision was approved with those same two lots included. The developer of that property paid Wellsville City \$1640.00 to partially pay for the bridge improvements. Staff recommends that the applicant for this subdivision widen the bridge to 22 feet with the assistance of Wellsville City.

*Water & Septic:* The applicant has agricultural water rights that may be used for all lots in the proposed subdivision. At this time there is no change of use application in progress for the water rights. The final plat shall not be recorded until a change application has been approved by the State Water Engineer to provide domestic water for all proposed lots.

The Bear River Health Department has found that soil conditions are such that all lots are feasible for onsite septic systems. Each home will be required to obtain a permit and install the septic system in accordance with R317-4 Utah Administrative Code. Any new septic system shall be between 100 and 200 feet from any water ways or wells, as determined by the Bear River Health Department.

*Service Provision:* Water for fire protection is available from water tender trucks from the Wellsville Fire Department approximately 2.4 miles from the proposed subdivision. There is also a fire hydrant near the school north of the proposed subdivision that may be accessible. Access from 4600 South is adequate. The bus stop is located at 500 North 200 West, approximately 0.3 mile from the proposed subdivision. Garbage cans must be placed on County Road 4600 South for collection.

**PUBLIC COMMENTS**

Notices were mailed to 10 property owners located within three hundred feet of the subject property and to Wellsville City. At the time this report was published, staff had received no comments.

**STAFF RECOMMENDATIONS**

*Action:* Staff recommends that the Planning Commission recommend approval to the County Council for the Wellsville Mountain Estates Subdivision, a five (5) lot subdivision for property located at approximately 4600 South 4600 West (Wellsville), TIN#11-078-0001.

*Standard Stipulations:*

1. The proponent shall reaffirm the County's right-of-way on 4600 South with an easement or dedication to be recorded on the final survey plat.
2. Any new septic systems shall meet the requirements of the Bear River Health Department and shall be 100 to 200 feet from any water way or well unless otherwise designated by the Health Department.
3. Each landowner shall obtain a septic tank permit from the Bear River Health Department prior to construction on any lot.
4. All landowners are required to obtain a Zoning Clearance and all applicable department reviews prior to any construction on the lots.
5. The final plat will show the location of all irrigation lines with appropriate easements.
6. The final plat shall not be recorded until the change application for the water rights has been approved by the State Water Engineer.

*Site Specific Stipulations:*

7. The proponent shall improve the bridge across the Hyrum-Mendon Canal on 4600 South to the minimum specifications to be determined by the County Engineer and the Zoning Administrator. This may include widening, clear zone considerations, need for guardrail protection, and a condition report of the existing structure. The improvements shall also meet the requirements of the Hyrum-Mendon Canal Company.
8. Improvements to the bridge on County Road 4600 South shall be reviewed by the County Engineer for compliance with applicable codes. The proponent shall submit a full set of engineered design and construction plans. The plans shall address issues of grade, drainage, base preparation and construction, and surfacing for the road. The cost of such review shall be paid by the proponent.

**RECOMMENDED FINDINGS OF FACT****AG**

The Planning Commission bases its decision on the following findings supported in the administrative record for this project.

**MH**

1. The Wellsville Mountain Estates Subdivision has been revised and amended by the conditions of project approval to address the issues and concerns raised within the public and administrative records.
2. The Wellsville Mountain Estates Subdivision has been revised and amended by the conditions of project approval to conform to the requirements of Title 17 of the Cache County Code and the requirements of various departments and agencies.
3. The subdivision approval is issued in conformance with Title 17 of the Cache County Code.
4. The Wellsville Mountain Estates Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. 4600 South, the County Road that provides access to the subject property, has an adequate capacity, or suitable level of service, for the proposed use.

Respectfully submitted,  
Jay Baker

Associate Planner I  
Report Published: January 30, 2008

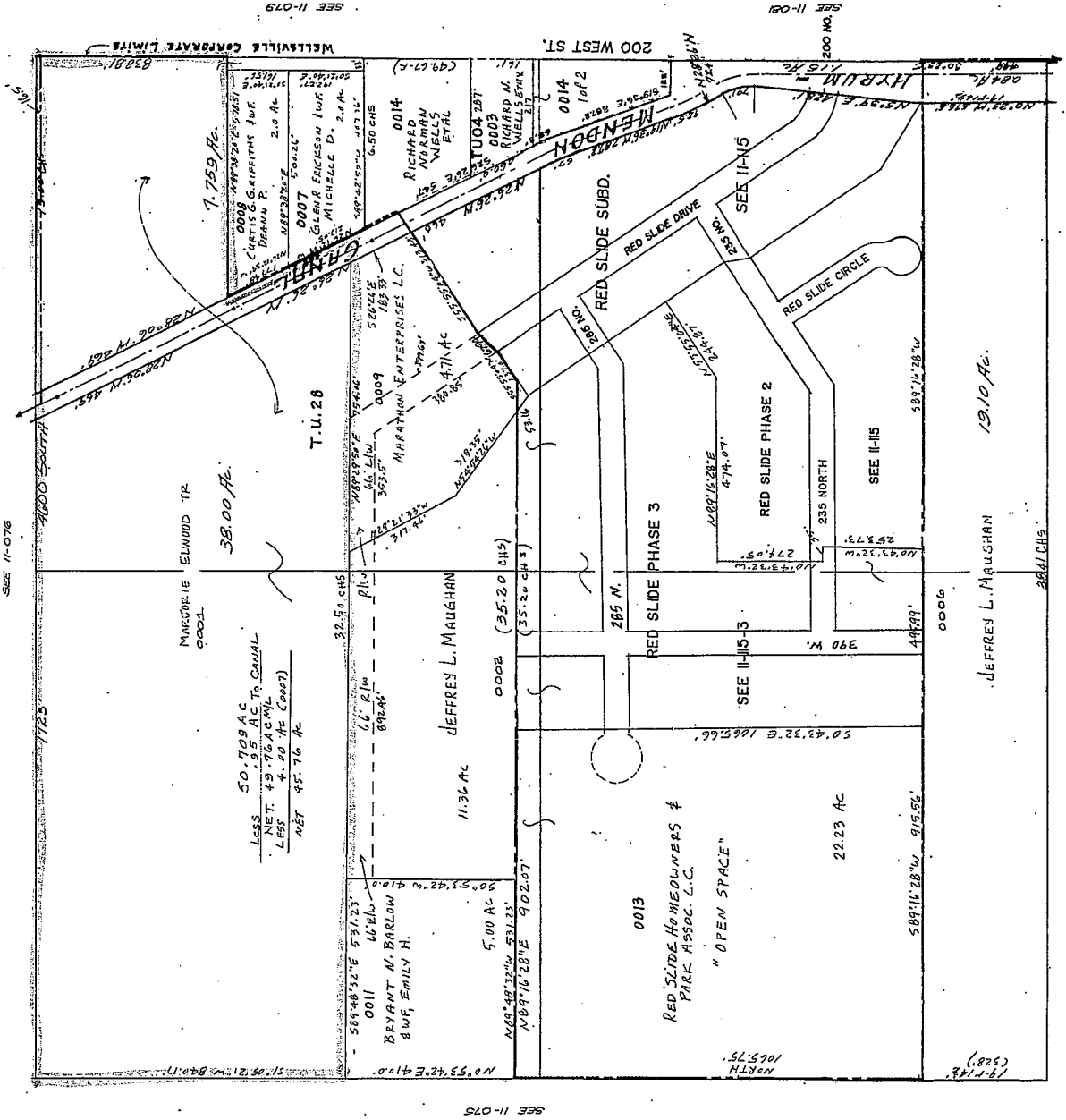
This staff report is an analysis of the application based on adopted County documents, standard County development practices, and available information. The report is to be used to review and consider the merits of the application prior to and during the course of the Planning Commission meeting. Additional information may be revealed by participants at the Planning Commission meeting which may modify the staff report. The Zoning Administrator reserves the right to supplement the material in the report with additional information at the Planning Commission meeting.





**SW SECTION 34, TOWNSHIP 11 NORTH, RANGE 1 WEST.**  
**SCALE 1 INCH = 3 CHAINS.**

Wellsville Mtn.  
 Estates



SEE 11-076

SEE 11-075

SEE 11-081

SEE 10-018

11-078





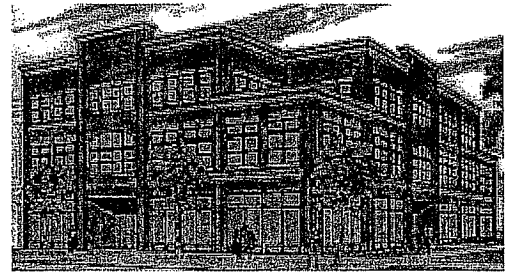
# CACHE COUNTY CORPORATION DEVELOPMENT SERVICES DEPARTMENT

**WENDELL MORSE**  
DIRECTOR/  
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**JOSH RUNHAAR, AICP**  
COUNTY PLANNER/  
ZONING ADMINISTRATOR

**PAUL BERTSON**  
CHIEF BUILDING  
OFFICIAL

179 NORTH MAIN, SUITE 305 LOGAN, UTAH 84321 ♦ (435)755-1630 ♦ FAX (435)755-1987



**APPLICATIONS ARE DUE BY 3:00 PM ON THE DAY OF THE DEADLINE**  
PLEASE ALLOW STAFF 20-30 MINUTES TO PROCESS THE APPLICATION  
LATE APPLICATIONS WILL BE HELD FOR THE NEXT MEETING'S AGENDA  
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

## PROJECT APPLICATION

### REVIEW AUTHORITY

- CACHE COUNTY COUNCIL
- CACHE PLANNING COMMISSION
- BENSON PLANNING COMMISSION
- BOARD OF ADJUSTMENTS
- ADMINISTRATIVE REVIEW

### TYPE OF APPLICATION

- SUBDIVISION
- CONDITIONAL USE PERMIT
- ZONE CHANGE
- CODE AMENDMENT
- BOUNDARY LINE ADJUSTMENT

Date Received: <u>11-28-07</u>	Received By: <u>M d G</u>	Receipt Number: <u>3506</u>	Application Number: <u>CR 1566 P1400<sup>00</sup></u>
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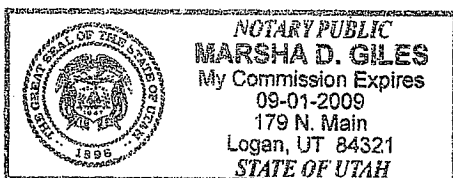
PROJECT INFORMATION	AGENT/OWNER INFORMATION
REQUEST TYPE <u>3 LOT SUBDIVISION</u>	AGENT NAME _____
PROJECT NAME <u>CRIPPLE CREEK ESTATES</u>	ADDRESS _____
PROJECT ADDRESS <u>3200 So. 500 E.</u>	TELEPHONE (DAY) _____ (CELL) _____
SERIAL NUMBER(S) <u>03-035-0029</u>	OWNER NAME <u>DAN HUNSAKER</u>
ZONE <u>AG</u>	ADDRESS <u>P.O. BOX 82</u>
PROJECT LOCATION <u>South MILVILLE</u>	<u>Wendville UT 84339</u>
	TELEPHONE (DAY) _____ (CELL) <u>764-11577</u>

State of Utah )

County of Cache )

On this 28 day of November, 2007, personally appeared before me, DAN HUNSAKER, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this instrument, and acknowledged that they executed the same.

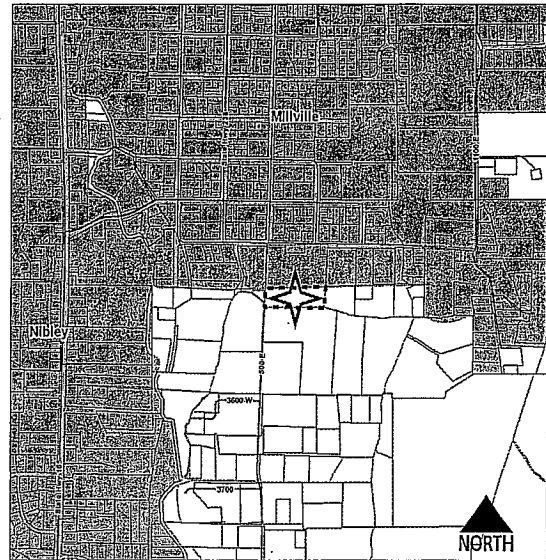
Signed Dan W. Hunsaker  
(Property Owner or Agent)



Marsha D Giles  
Notary Public

# Development Services Cache County Corporation

*Project Name:* Cripple Creek Subdivision  
*Agent:* Dan Hunsaker  
*Request:* 3-Lot Subdivision  
*Type of Action:* Quasi-Judicial  
*Current Zoning:* Agriculture (A)  
*Project Address:* 3200 South 500 East (Millville)  
*Tax ID:* 03-035-0029  
*Staff Recommendation:* Approval with Stipulations  
*Surrounding Uses:* North – Proposed Subdivision  
South – Agriculture  
East – Agriculture  
West – Agriculture



*Site Location*

## **PROJECT**

*Request:* The applicant is requesting a subdivision to create three (3) building parcels. Lot 1 would be 1.50 acres, Lot 2 would be 1.32 acres, and Lot 3 would be 2.88 acres. The proposed subdivision is located adjacent to the south boundary of Millville City. The proposed subdivision meets the minimum lot size requirements of §17.09.040 and the number of lots/ lot size requirements of §17.09.080 (there will be three lots from the original 1970 parent parcel).

*Access:* This subdivision would be serviced from 400 South, a proposed private road connecting to County Road 500 East. The private road will be required to be constructed to county standards and meet all requirements of the 2006 International Fire Code. County Road 500 East is a 16-foot wide paved surface. The Road Department recommendation is to accept the road condition of 500 East with the stipulation that it be widened to a minimum of 20 feet. Staff is recommending that the road be improved to Millville City standards to a point half the length of the subdivision.

Public Road 200 East in Millville will provide access to lots within a proposed subdivision within Millville directly north of this proposed development. The developer has agreed to place a no-build area on Lot 3 to facilitate the connection of 200 East to future development to the south.

*Water & Septic:* The applicant has obtained agricultural water rights that may be used for all lots in the proposed subdivision. There has not been an application to the State Water Engineer to change the use to domestic water and to assign them to the proposed lots. The final plat shall not be recorded until change application has been approved by the State Water Engineer.

The Bear River Health Department has found that soil conditions are such all lots are feasible for shallow onsite septic systems. There is existing flood plain on all lots which will be taken into account as each lot develops individually. Each home will be required to obtain a permit and install the septic system in accordance with R317-4 Utah Administrative Code. Any new septic system shall be between 100 and 200 feet from any water ways or wells, as determined by the Bear River Health Department.

The U.S. Army Corps of Engineers has delineated some areas as wetlands on all three proposed lots. Cache County Code §17.18.060 states that development can only occur on wetlands with approval from the U.S. Army Corps of Engineers. There is still sufficient area on each lot for building without encroaching on the wetlands.

*Service Provision:* Water for fire protection is only available from water tender trucks from the Millville Fire Department. Access from 500 East is adequate. The private road will need to be a minimum of 20 feet wide with an approved turnaround at the end. The bus stop is located at 3000 South 500 East, approximately 5 blocks from the proposed subdivision. All garbage cans must be placed on County Road 500 East for collection.

## **PUBLIC COMMENTS**

Notices were mailed to 3 property owners located within three hundred feet of the subject property and to Millville and Nibley Cities. At the time this report was published, staff had received no comments.

## **STAFF RECOMMENDATIONS**

*Action:* Staff recommends that the Planning Commission recommend approval to the County Council for the Cripple Creek Subdivision, a three (3) lot subdivision for property located at approximately 3200 South 500 East (Millville), TIN#03-035-0029.

### *Standard Stipulations:*

1. The proponent shall reaffirm the County's right-of-way on 500 East with an easement or dedication to be recorded on the final survey plat.
2. Any new septic systems shall meet the requirements of the Bear River Health Department and shall be 100 to 200 feet from any water way or well unless otherwise designated by the Health Department.
3. Each landowner shall obtain a septic tank permit from the Bear River Health Department prior to construction on any lot.
4. All landowners are required to obtain a Zoning Clearance and all applicable department reviews prior to any construction on the lots.
5. The final plat will show the location of all irrigation lines with appropriate easements.
6. The final plat shall not be recorded until the change application for the water rights has been approved by the State Water Engineer.

### *Site Specific Stipulations:*

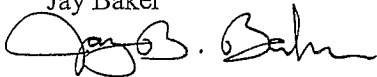
7. Construction of the private road shall be reviewed by the County Engineer for compliance with applicable codes. The proponent shall submit a full set of engineered design and construction plans. The plans shall address issues of grade, drainage, base preparation and construction, and surfacing for the road. The cost of such review shall be paid by the proponent.
8. The private road shall meet all applicable requirements of the 2006 International Fire Code and any other applicable codes.
9. Construction of all improvements shall be completed before recording the final subdivision plat. The developer may enter into a development agreement with the County and provide financial surety for the construction of said improvements in lieu of finishing the construction prior to plat recordation.
10. The plat shall not be recorded until an agreement in regards to the Covenants, Conditions, and Restrictions is approved by the Cache County Attorney and Zoning Administrator to ensure that the private road can be adequately funded and maintained.

## **RECOMMENDED FINDINGS OF FACT**

The Planning Commission bases its decision on the following findings supported in the administrative record for this project.

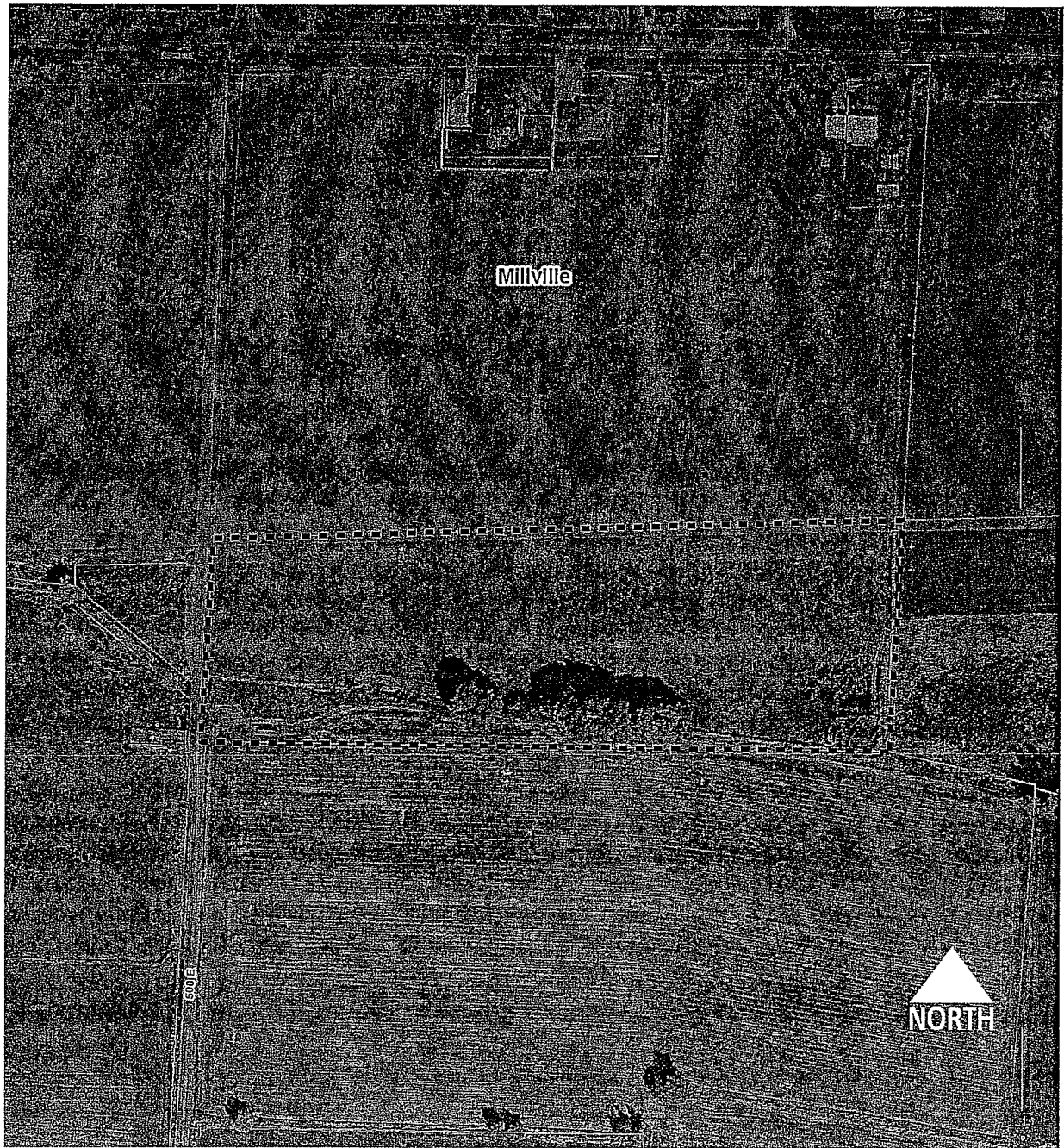
1. The Cripple Creek Subdivision has been revised and amended by the conditions of project approval to address the issues and concerns raised within the public and administrative records.
2. The Cripple Creek Subdivision has been revised and amended by the conditions of project approval to conform to the requirements of Title 17 of the Cache County Code and the requirements of various departments and agencies.
3. The subdivision approval is issued in conformance with Title 17 of the Cache County Code.
4. The Cripple Creek Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.

Respectfully submitted,  
Jay Baker



Associate Planner I

This staff report is an analysis of the application based on adopted County documents, standard County development practices, and available information. The report is to be used to review and consider the merits of the application prior to and during the course of the Planning Commission meeting. Additional information may be revealed by participants at the Planning Commission meeting which may modify the staff report. The Zoning Administrator reserves the right to supplement the material in the report with additional information at the Planning Commission meeting.



SE/4 SEC 22 TWP 11 NORTH RANGE 1 EAST

BLK 1 & 34 PLT "A" MILLVILLE TOWN SVY

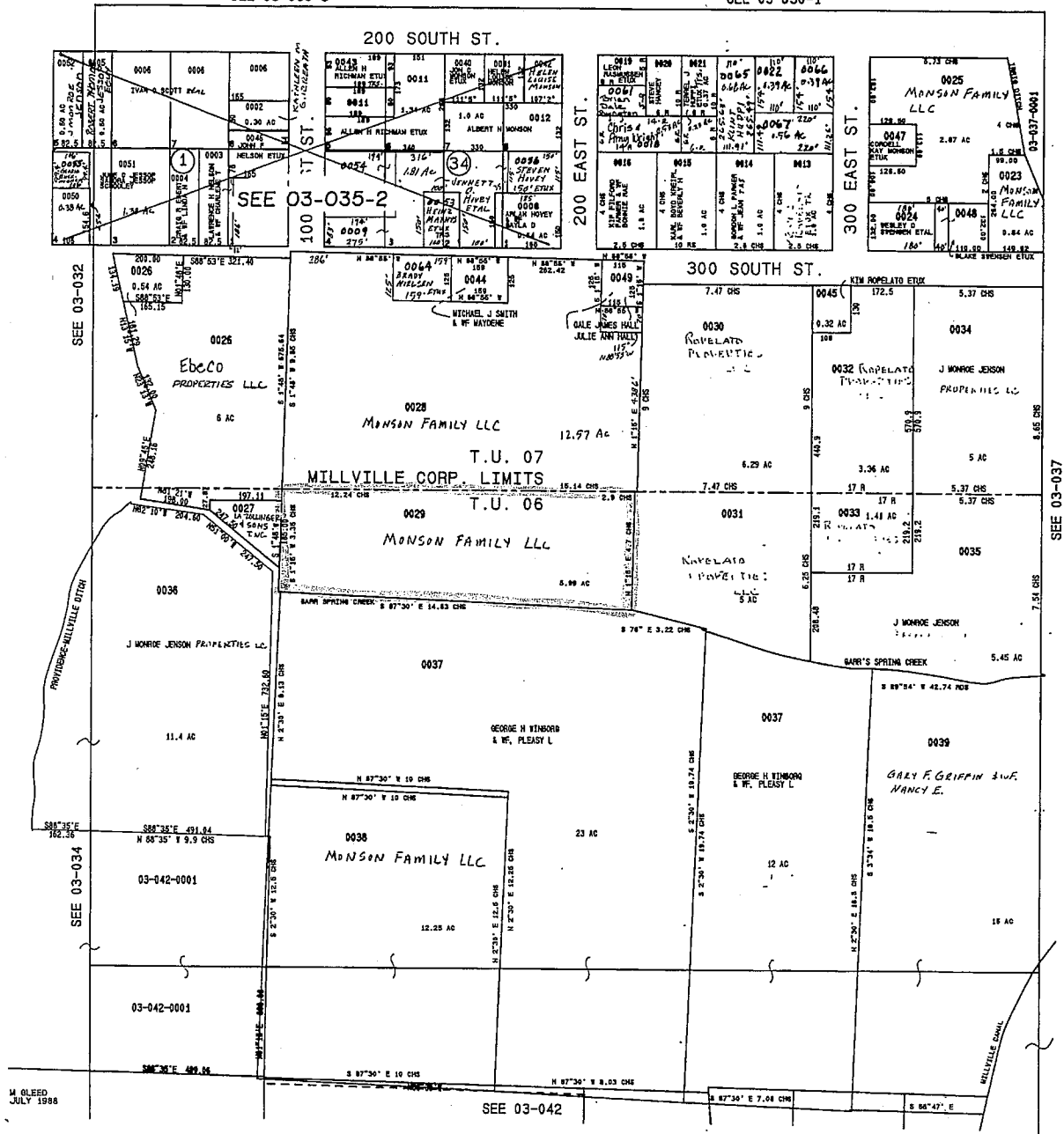
SCALE 1" = 200'

03-035

-1-

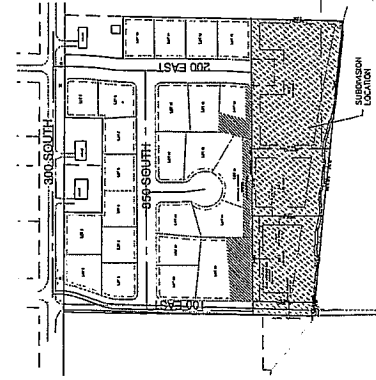
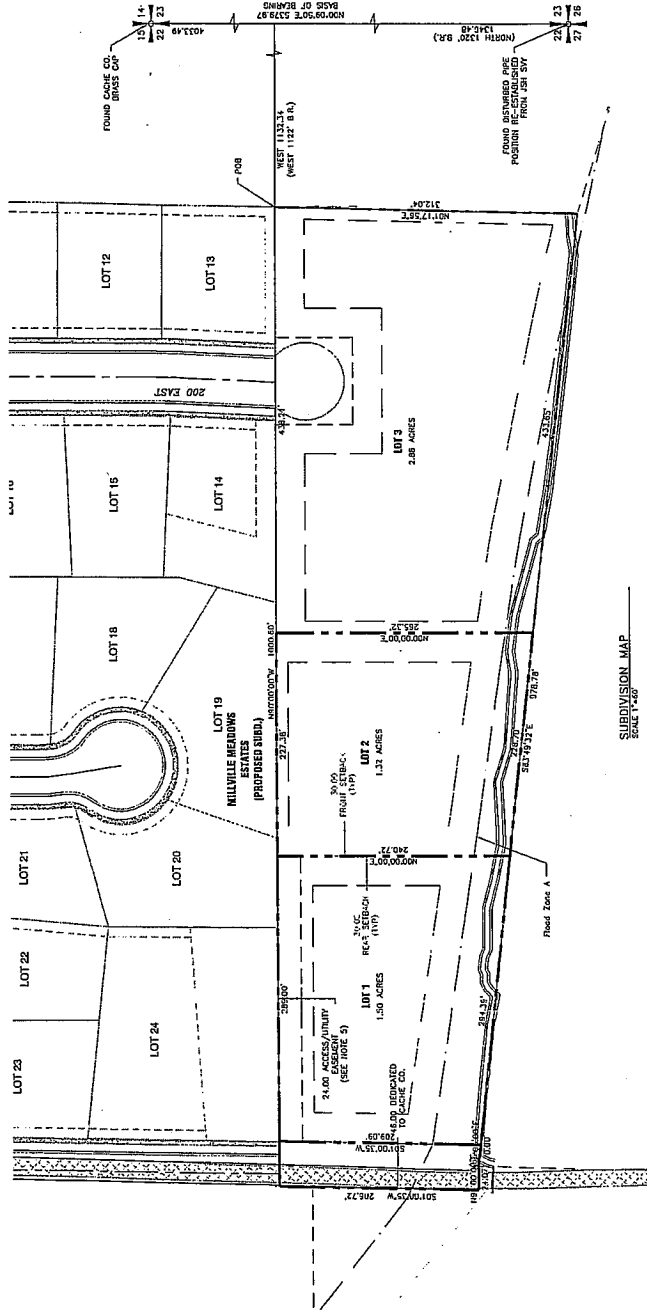
SEE 03-030-3

SEE 03-030-1



Cripple Creek Subdivision

**CRIPPLE CREEK ESTATES**  
 PART OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 1 EAST,  
 SALT LAKE BASLINE AND MERIDIAN  
 MILLVILLE, UTAH  
 FINAL PLAN



**SURVEYOR'S CERTIFICATE**  
 I, DAVID S. LIND, being duly sworn, certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor in the State of Utah. I have made a personal and independent examination of the plat and the field notes and other data upon which it is based, and I find that the same are correct and that the same have been surveyed and staked on the ground as shown on this plat.

**SURVEYOR'S NOTES/NARRATIVE**  
 1. The purpose of this survey was to create a final subdivision from the plat of the Salt Lake Basin and Meridian recorded in Salt Lake County Book 11, Page 100. The survey was conducted by Douglas A. Griffin, Surveyor, on 11/11/2007. The plat is to be used as the basis for all property owners and all the property owners are to be bound by the provisions of this plat. The subdivision is located in the Southeast Quarter of the Northeast Quarter of Section 22 as shown on the section corner. There are no shapes over 200.

**SUBDIVISION BOUNDARY DESCRIPTION**  
 Port of the Salt Lake Basin and Meridian recorded in Salt Lake County Book 11, Page 100. The survey was conducted by Douglas A. Griffin, Surveyor, on 11/11/2007. The plat is to be used as the basis for all property owners and all the property owners are to be bound by the provisions of this plat. The subdivision is located in the Southeast Quarter of the Northeast Quarter of Section 22 as shown on the section corner. There are no shapes over 200.

**INDIVIDUAL ACKNOWLEDGEMENT**  
 THE UNDERSIGNED, BEING THE OWNER(S) OF RECORD OF THE ABOVE-DESCRIBED PARCEL OF LAND DO HEREBY SURRENDER AND CONVEY TO BE DIVIDED INTO  
 DAN WERNECKER  
 STATE OF UTAH, SS  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

**NOTARY PUBLIC**  
 I, \_\_\_\_\_, a Notary Public in and for the State of Utah, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor in the State of Utah. I have made a personal and independent examination of the plat and the field notes and other data upon which it is based, and I find that the same are correct and that the same have been surveyed and staked on the ground as shown on this plat.

**ENGINEERS' CERTIFICATE**  
 I, \_\_\_\_\_, a duly licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified engineer in the State of Utah. I have made a personal and independent examination of the plat and the field notes and other data upon which it is based, and I find that the same are correct and that the same have been surveyed and staked on the ground as shown on this plat.

**CACHE COUNTY ATTORNEY**  
 I, \_\_\_\_\_, a duly licensed Attorney in the State of Utah, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified attorney in the State of Utah. I have made a personal and independent examination of the plat and the field notes and other data upon which it is based, and I find that the same are correct and that the same have been surveyed and staked on the ground as shown on this plat.

**CACHE COUNTY PLANNING COMMISSION**  
 THIS PLAN WAS REVIEWED BY THE CACHE COUNTY PLANNING COMMISSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007. APPROVED/RENT THIS SUBDIVISION BASED ON ITS FINDINGS. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

**CACHE COUNTY ATTORNEY**  
 I, \_\_\_\_\_, a duly licensed Attorney in the State of Utah, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified attorney in the State of Utah. I have made a personal and independent examination of the plat and the field notes and other data upon which it is based, and I find that the same are correct and that the same have been surveyed and staked on the ground as shown on this plat.

**REVISIONS**

NO.	DATE	DESCRIPTION

DATE: 11-2007  
 JOB NO.:  
 DRAWN BY: HUNSAKRY, D.W.  
 SCALE: 1"=200'

**PROFESSIONAL SEAL**  
 DAVID S. LIND  
 SURVEYOR  
 No. 12345  
 State of Utah

**FINAL PLAN**  
 PART OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 1 EAST,  
 SALT LAKE BASLINE AND MERIDIAN  
 MILLVILLE, UTAH  
 CRIPPLE CREEK ESTATES

**PROJECT**  
 CRIPPLE CREEK ESTATES  
 PART OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 1 EAST,  
 SALT LAKE BASLINE AND MERIDIAN  
 MILLVILLE, UTAH

**OWNER**  
 DAN WERNECKER  
 200 EAST  
 MILLVILLE, UTAH 84038

**DATE**  
 11-2007

**SCALE**  
 1"=200'

**PROJECT**  
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**SCALE**  
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**OWNER**  
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 200 EAST  
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**DATE**  
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**SCALE**  
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