

CACHE COUNTY COUNCIL
January 27, 2009

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CACHE COUNTY COUNCIL MEETING
January 27, 2009

The Cache County Council convened in a regular session on January 27, 2009 at 5:00 p.m. in the Cache County Council Chamber at 199 North Main, Logan, Utah.

ATTENDANCE:

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

The following individuals were also in attendance: Chris Allen, Craig Allen, Dan Allen, James Ray Allen, Troy L. Allen, Kent T. Carlsen, Joe Chambers, Jeff Gilbert, Sharon L. Hoth, Jim Huska, Clark Israelsen, Kris Kvarfordt, Todd Morrill, Jennefer Parker, Jill Parker, Pat Parker, Chief Russ Roper, Josh Runhaar, Zan Summers, Preston Ward, Mike Weibel, Walt Young, **Media:** Charles Geraci (Herald Journal), Jeremy Threlfall (KUTA-TV), Jennie Christensen (KVNU), Gideon Oakes (Hard News Café).

OPENING REMARKS AND PLEDGE OF ALLEGIANCE

Council member Zilles gave the opening remarks and led those present in the Pledge of Allegiance.

REVIEW AND APPROVAL OF AGENDA

The agenda was approved with Item 7a (*Report-Cache County Clerk-Jill Zollinger*) removed and Item 12i (*Discussion-Change in Composition of Solid Waste Advisory Board*) moved to be considered in conjunction with Item 11b (*Approval of Committee Assignments*).

REVIEW AND APPROVAL OF MINUTES

ACTION: Motion by Council member Chambers to approve the minutes of the January 13, 2009 Council Meeting as written. Robison seconded the motion. The vote was unanimous, 5-0. Buttars & Yeates absent.

REPORT OF THE COUNTY EXECUTIVE: M. LYNN LEMON

Council member Buttars arrived.

<u>APPOINTMENTS:</u>	Diana Olsen	Deputy County Clerk
	Nicole Keyes	Deputy County Auditor
	Cheryl Atwood	Bear River Board of Health
	C. Reed Ernstrom	Bear River Board of Health
	Brooks Tarbet	Cache County Board of Adjustment
	Lynn Zollinger	Cache County Board of Adjustment
	Rob Smith	Cache County Board of Adjustment
	David L. Erickson	Cache County Planning Commission

ACTION: Motion by Council member Zilles to approve the recommended appointments. Chambers seconded the motion. The vote was unanimous, 6-0. Yeates absent.

- **Resolution No. 2009-03 – Re-appointment of Jeff Ricks as a Trustee to the Cache Mosquito Abatement District**

(Attachment 1)

ACTION: Motion by Council member Zilles to waive the rules and approve Resolution No. 2009-03 – Re-appointment of Jeff Ricks as a Trustee to the Cache Mosquito Abatement District. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.

WARRANTS: Warrants for the periods 12-05-2008, 12-17-2008, 12-26-2008 to 12-31-2008 and 01-08-2009 were given to the clerk for filing.

OTHER ITEMS

- ❑ **Legislators' Weekly Meetings** – Executive Lemon indicated the County and the Regional Council would like to continue weekly meetings with Legislators. Lemon included a letter in Council members' packets listing the times and dates of those meetings. The plan is to meet each Saturday at 11:00 a.m. in the County Council Chambers. There will not be a meeting on February 14, 2009. The public is invited to these meetings. Chairman Petersen asked if the meetings can be posted in the Herald Journal? Lemon will check on the possibility.
- ❑ **UAC Weekly Meetings** will be each Thursday at 9:00 a.m. in the State Office Building and broadcast in the local Bear River Health Department offices.
- ❑ **Division of Forestry & Fire State Lands** – Chairman Petersen said the Council received a letter from this agency. Lemon said the letter will be on the next fire board agenda and he will bring a recommendation to the Council from that meeting.

ITEMS OF SPECIAL INTEREST

- **Bear River Health Department 2008 Annual Report – Jill Parker** reviewed the annual report for the Council noting its mission – Preventing and controlling disease and disability; Protecting the individual, community and environment; Promoting, maintaining and improving healthy lifestyles – and several programs.

Chairman Petersen noted the legislature is discussing doing away with the State Department of Health and asked for comment. Parker asked Mike Weibel to respond. Weibel indicated that Bear River Health Department is separate from the State Health Department; however, funding administration and coordination is done by the State Department of Health and that may present some problems if the office is done away with.

Executive Lemon said he understood the legislature is also considering turning substance abuse programs back to the state or eliminating them. Weibel said the newly

instituted DORA program is in danger of being cut. The substance abuse prevention programs have been moved to the “optional budget” and could be cut.

- **High Creek Road Update – Jennefer Parker, Forest Service** updated the Council on the seasonal road restriction on High Creek Road.

Zilles said he understands the need for these restrictions, but questions the timing. Does the closure have to come on a specific date, such as November 15, each year or can it come when the weather dictates? Parker responded that in the past the date has been somewhat flexible, but a new Federal OHV rule will set a specific date. Zilles noted that the High Creek Road is probably a county road and asked if the Forest Service is willing to negotiate with the county concerning the road restrictions. Parker said the decision was made by the regional office and she does not have the authority to negotiate.

Executive Lemon conceded that perhaps the forest revision plan listed the High Creek Road restriction, but the plan is so large and detailed, the county could have missed it. Nevertheless, Lemon said the Forest Service has generally asked the county for permission to close roads and the state code indicates that only the county legislative body can close a county road and there needs to be a resolution to this matter.

Interim County Attorney Swink verified that the High Creek Road is a county road.

Parker said she does not have a large enough staff to close roads at various times, depending on the weather, as that would require constant patrolling and checking roads. Even with the specific closing date, staff must still drive the roads before closing to be sure someone is not being locked in when the gate is closed.

Chairman Petersen asked for comment from individuals who have contacted the county with concerns over the High Creek Road closure.

Chris Allen stated he sent a letter to the Council expressing his concerns and said he cannot understand the need for a seasonal restriction on the High Creek Road. The road was closed on November 15, 2008 and it didn't snow until December 12, 2008. The road is very rocky and doesn't incur damage even in wet and muddy weather. The only area affected by wet weather is about one-half mile in and the damage occurs in the summer. Allen noted that the locals who use the area should have been consulted before closing the road. The road is not included in the designated wilderness area. Allen also said there is no turn around at the gate and when people arrive with horse trailers, etc., they are forced to back down the road.

Troy Allen said the road was actually closed on the evening of November 14, 2008. Allen met a group with horse trailers on the day after the closing that had to back down the road to turn around. Road preservation is not a legitimate reason to close the High Creek Road because the road is not prone to rutting.

Council member Buttars asked Parker what the main purpose of closing the High Creek Road is? Parker replied at the time of the closure it was winter recreation management and the Forest Service was looking for different places for motorized users and non-motorized users. Because of the surrounding wilderness area, it was thought to be a

good area for non-motorized users. Parker said many cross-country skiers use the area and could not set a track if vehicles are on the road in the winter.

Council member Chambers asked for clarification about the state code. Lemon said the Forest Service doesn't answer to state law, but based on the state code the only body that has the authority to close a county road is the county legislative body.

Council member White said that, if the road is opened, would the Sheriff's Department be responsible to be sure users stay out of the wilderness area? Lemon replied yes.

Council member Robison recommended a meeting with the Forest Service, Executive Lemon, Council members and the County Attorney to find a resolution to this problem.

The Council concurred and Chairman Petersen asked Executive Lemon to set up the meeting and procedure to address the High Creek Road seasonal closure.

(Attachment 2)

CONSENT AGENDA

◇ **Final Plat Approval – Summit Subdivision**

(Attachment 3)

ACTION: Motion by Council member Robison to approve the Final Plat Approval-Summit Subdivision on the Consent Agenda. Zilles seconded the motion. The vote was unanimous, 6-0. Yeates absent.

Council member White asked that the Final Plat Approval-Orton Subdivision- be placed before 12a for discussion. The Council concurred.

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

PUBLIC HEARING SET: FEBRUARY 10, 2009 - 5:45 P.M. – OPEN 2009 BUDGET

ACTION: Motion by Council member Buttars to set a Public Hearing for February 10, 2009 at 5:45 p.m. – Open 2009 Budget. Zilles seconded the motion. The vote was unanimous, 6-0. Yeates absent.

PENDING ACTION

- **Findings of Fact – Estancia Subdivision Phase I, Phase II and Phase III** – Chairman Petersen reminded the Council that at the January 13, 2009 County Council meeting, there was a motion to approve the three phases of the Estancia Subdivision. There were three votes in favor and three votes opposed and the motion failed. A denial of approval requires that the county determine findings of fact and Josh Runhaar took the suggestions on findings of fact from the January 13, 2009 discussion and placed the findings in a more definitive form. These are now before the Council to determine whether the County Council will approve the findings of fact in connection with the design of the Estancia Subdivision.

Josh Runhaar reviewed the findings of fact for the Council.

Tape 1, Side B

Executive Lemon said he thought Jay Downs said that with the developer requiring fire sprinklers, that fire protection would be sufficient. Robison and Chambers said they thought Downs gave a qualified yes. Runhaar indicated that Downs said that 1500 gallons per minute (GPM) of water flow are needed to fight a fire. They can provide 700 GPM from water tenders. If a home has fire sprinklers, it reduces the requirement to at least 750 GPM, so the Estancia Subdivision was borderline.

Petersen asked the Council to decide if the findings of fact are sustainable.

Zilles stated the Council doesn't like a large subdivision in the middle of agricultural land, but Engineer Lynn Zollinger has said the road would be safe for the Estancia Subdivision. Zilles said the findings of fact that have merit are that this subdivision is not compatible with the surrounding land use and the comprehensive plan. Council member Buttars agreed.

Lemon and White noted that the Orton Subdivision (later on the agenda) is as far away from fire protection as Estancia is and the county needs to be consistent. Robison responded that there is a big difference between the two plats. Orton is a three-lot subdivision with one house and two agricultural parcels; whereas, Estancia is a fifteen-lot subdivision with fifteen houses -- an entire neighborhood.

Petersen again reminded the Council that its purpose is to decide if the findings of fact are sustainable.

Zilles asked if the fact that two of the findings of fact have merit would be enough for a judge to rule in favor of the county should this enter litigation. Interim County Attorney Swink gave the legal opinion that the findings are not sufficient basis to deny the Estancia Subdivision.

(Attachment 4)

ACTION: Motion by Council member White to NOT approve the Findings of Fact – Estancia Subdivision Phase I, Phase II and Phase III. Zilles seconded the motion. The motion passed, 5 aye – Buttars, Chambers, Petersen, White & Zilles and 1 nay – Robison. Yeates absent.

ACTION: Motion by Council member Chambers to reconsider the January 13, 2009 denial of the Final Plats for the Estancia Subdivision Phase I, Phase II and Phase III. White seconded the motion. The vote was unanimous, 6-0. Yeates absent.

- Final Plat Approvals – Estancia Subdivision Phase I, Phase II and Phase III**

(Attachment 5)

ACTION: Motion by Council member Buttars to approve the Final Plats for the Estancia Subdivision Phase I, Phase II and Phase II with the conditions of approval as listed by the Development Services Staff and the addition of No. 8 to the Conditions of Approval – *The*

developer will require fire sprinklers in the homes of the subdivision. White seconded the motion. The vote was unanimous, 6-0. Yeates absent.

INITIAL PROPOSAL FOR CONSIDERATION OF ACTION

- **Final Plat Approval – Orton Subdivision** – Petersen noted that concerns about fire protection for this subdivision were discussed with the Estancia item.

(Attachment 6)

ACTION: Motion by Council member White to waive the rules and approve the Final Plat for the Orton Subdivision. Zilles seconded the motion. The vote was unanimous, 6-0. Yeates absent.

PENDING ACTION

- **Approval of Committee Assignments & Change in Composition of Solid Waste Advisory Board** – Chairman Petersen noted that the committee assignments were discussed at the January 13, 2009 Council meeting. Petersen also noted that Darrel Gibbons will continue as a member of the Solid Waste Advisory Board representing agriculture. Petersen had previously thought the County Council should have a representative on the Solid Waste Advisory Board; however, Pat Parker discovered that Logan City Council doesn't have a representative on this board, but simply has a City Council member as a liaison. Petersen said Executive Lemon is a voting member of the Solid Waste Advisory Board and recommended having a County Council member as a liaison for the Board. The Council concurred and Chairman Petersen will be the liaison.

Executive Lemon expressed a concern about the RAPZ/Restaurant Tax Committee. The committee is supposed to have a representative from each County Council district and, if Council member Chambers is placed on the committee, Gordon Nelson is also from Chambers' County Council district. Petersen said Nelson will have to be spoken to and asked to defer to Chambers. Council member White should then recommend someone from his Council district to serve on the RAPZ/Restaurant Tax Committee.

(Attachment 7)

ACTION: Motion by Council member Robison to approve the 2009 Board and Committee Assignments. Zilles seconded the motion. The vote was unanimous. Yeates absent.

INITIAL PROPOSAL FOR CONSIDERATION OF ACTION

- **Final Permit Approval – Zeotech Little Mountain Mine** – Runhaar said the biggest concern that the Planning Commission had was the visual impact of this operation, but investigation has revealed it will not be visible from the valley floor. Part of the property is on Bureau of Reclamation land and Zeotech will be responsible for obtaining the proper permits from the Bureau. The Planning Commission gave unanimous approval to the application.

(Attachment 8)

Council member Yeates arrived.

ACTION: Motion by Council member Zilles to waive the rules and approve the Final Permit for Zeotech Little Mountain Mine. White seconded the motion. The vote was unanimous, 7-0.

- **UDOT Request *de minimis* Impact on Alternatives 3, 5, 6a and 6b** – Executive Lemon indicated UDOT is asking the county to concur that the *de minimis* impact findings are appropriate on all alternatives for the 200 East going north road project. Lemon recommended offering no *de minimis* impact statement for any of the alternatives and restating the county's preference of Alternative 5.

ACTION: Motion by Council member Zilles to notify UDOT that Cache County is unwilling to agree to *de minimis* impact on Alternatives 3, 5, 6a and 6b and that Cache County still supports Alternative 5. Chambers seconded the motion. The vote was unanimous, 7-0.

- **Approval of Interlocal Agreement for Bike Route Signage Project between Logan, North Logan, Hyde Park, Smithfield, River Heights, Hyrum, Providence, Nibley, Millville, Wellsville, Cache County and UDOT**

AND

Resolution No. 2009-04-Authorizing Executive to Execute Interlocal Agreement for Bike Route Signage Project between Logan, North Logan, Hyde Park, Smithfield, River Heights, Hyrum, Providence, Nibley, Millville, Wellsville, Cache County and UDOT – Executive Lemon explained that the Interlocal Agreement and Resolution No. 2009-04 are being considered together.

Tape 2, Side A

In the next budget opening the county will propose receiving approximately \$3000.00 from the cities for this and the county will pay approximately \$3000.00. Funding is 90/10 with the majority of the money coming from federal funds. The CMPO has been working on this for several years.

Chambers asked if bike lane lines are included in the agreement? Executive Lemon said the Bicycle Committee has recommended not having bike lanes unless a new road is being built.

(Attachment 9)

ACTION: Motion by Council member Yeates to waive the rules and approve the Interlocal Agreement for a Design Project known as the Cache Regional Bike Route Signage between Logan, North Logan, Hyde Park, Smithfield, River Heights, Hyrum, Providence, Nibley, Millville, Wellsville, Cache County and UDOT *AND* Resolution No. 2009-04-Authorizing Executive to Execute Interlocal Agreement for a Design Project known as the Cache Regional Bike Route Signage between Logan, North Logan, Hyde Park, Smithfield, River Heights, Hyrum, Providence, Nibley, Millville, Wellsville, Cache County and UDOT. Robison seconded the motion. The vote was unanimous, 7-0.

- **Discussion – Road Funding** – Chairman Petersen stated the issue is that as the

Council has approved a number of road projects that are beyond the amount of funding the road tax generates in a single year, there needs to be long-term financing plan. One alternative is to issue a bond and another is to arrange for shorter-term bank financing. Executive Lemon noted that in December the Council passed a resolution approving the 100 East going south project, the Nibley 3200 South project and \$250,000.00 on the 200 East going north project. The estimate is that by the end of February the county will know what the 2008 collections on the road tax were. Lemon believes it will be about \$2 million. If that is translated to next year, it will be about \$3 million. The estimated cost of the approved projects was \$9 million and the county is about \$4 million short. The county received a letter from Jim Matsumori indicating now is a good time to bond as the rates are favorable; however, the county does not need \$15 million right now. Lemon suggests it is wiser to borrow the money on a short-term basis by putting out a bid. The other option is for the county to borrow from itself. The county has money in a Class B Road fund that could be "borrowed" and repaid at the current competitive interest rate. Borrowing from tax anticipation notes is also an option, but the county would have to borrow before the need. Lemon said he leans toward the county borrowing from itself.

Lemon noted that UDOT wants the money cash-in-hand in their bank before they will bid the job claiming they have been burned in the past with local entities not having the money after the job was bid by UDOT. Zilles asked if UDOT will accept a document proving the county has the money in hand? Lemon said the county is working on that possibility.

Council member Chambers said the county has two very desirable situations – interest rates are low and the bids will probably be lower because the price of oil is down.

Council member Buttars said that if it is possible for the county to borrow from itself, why bid it out? The Council concurred.

Chairman Petersen also indicated the Council needs to address the issue that projects shouldn't have to wait for four years, etc.; money needs to be available for other projects.

- **Process for selecting County Attorney at February 10, 2009 Council meeting**

Chairman Petersen reminded the Council that they will be selecting a County Attorney to fill the vacancy created by the resignation of N. George Daines, and said the Council needs to have a procedure in place for that selection.

The Council will request a written statement of the candidates' qualifications and background be submitted to Pat Parker by the morning of Friday, February 6, 2009. The Council members will then have time to review the packets before the Council meeting. At the February 10, 2009 Council meeting at 6:00 p.m. a five-minute presentation time will be allotted each candidate. After candidate presentations the Council may direct general questions that each candidate will respond to. Candidate responses will have a time limit. The Council will then adjourn to an Executive Session to discuss the character, professional competence or physical or mental health of the candidates for the Cache County Attorney. The Council will return to the Council meeting for the motion and announcement of its decision.

- **Discussion – RAPZ/Restaurant Tax procedures and deadlines** – Chairman Petersen

referred to a schedule in Council members' packets outlining the steps and deadlines for applications for RAPZ/Restaurant Tax and said there are typically about sixty applications received. March 6, 2009 is the deadline for application submission. A copy of the ordinance, particularly for new Council members to review to become familiar with the process and allocation procedures, was included with the schedule.

Zilles asked if the unincorporated areas of the county can apply for RAPZ/Restaurant Tax funds? The Council responded in the affirmative and noted the Council can act as the entity for the application on behalf of the unincorporated areas.

(Attachment 10)

- **Discussion – Status of revised AG Zone Proposal** – Josh Runhaar shared a portion of the draft ordinance that embodies a proposal for three multiple residential/agricultural zones and explained each zone to the Council.

Council member White and Chairman Petersen recommended that proposed subdivisions that fall within a city's annexation declaration should be required to meet that city's standards. Runhaar agreed, but noted that some cities' annexations declarations overlap one another creating the problem of deciding which city's standard applies.

In response to questions about clustering and transfer of development rights (TDR's), Runhaar said density zoning makes clustering functional and that will be addressed first. The transfer of development rights will be examined and may be included in some form in the county ordinance at a future date.

Tape 2, Side A

Runhaar said the problem with the current ordinance is there are no options or flexibility. The county is locked into what it has – Runhaar can only regulate people rather than provide them options for resolving issues.

OTHER BUSINESS

- ✓ **Papers on Council members' podium** – Pat Parker reminded the Council members of the decision made at the January 13, 2009 Council meeting to not place any papers with the Council members' packets unless something is so timely that it can't wait until the next Council meeting. Parker showed the Council a large stack of papers she accumulated after the agenda was sent out and expressed concern that some of those documents should probably be read by Council members prior to the next meeting in two weeks. Parker asked for direction from the Council.

Council member Buttars suggested individual boxes or slots where papers can be placed for Council members.

After some discussion it was decided that anything timely received after the agenda is sent should be placed in the drawers of the Council podium just prior to the Council meeting.

COUNCIL MEMBER REPORTS

Chairman Petersen asked Council member Zilles to state his goals for 2009 since he was not present at the last meeting when these were reviewed.

Gordon Zilles listed the Agricultural Subdivision Ordinance as his first priority and county road standards next and concurred with the Council's goals expressed at the January 13, 2009 meeting.

Brian Chambers asked the status of the county fire chief applications. Lemon stated the closing date is January 29, 2009.

Chambers reported the meeting with the property owners on 4200 North by the airport was productive. There is a property owner willing to sell a right-of-way and the FAA may cooperate by moving from height restrictors to a barrier.

Craig Buttars asked what the policy is for reimbursement for meeting attendance such as UAC? Registration fees and mileage are paid for Council members who attend. Buttar noted there is a meeting with the legislators Friday, January 30, 2009.

Kathy Robison attended the Cutler Reservoir water meeting and said sewer rates in the county may be impacted and asked who is responsible to track this issue? Lemon responded Bob Fotheringham will keep the county informed.

Robison asked when the ice arena people will be attending to address concerns on the public hours at the arena? They will be scheduled for the March 10, 2009 Council meeting.

Robison asked when the Cache Valley Transit Department (CVTD) will report to the Council? Petersen replied that CVTD requested a quarterly report to the Council, but Petersen said annually or semi-annually will be adequate. Petersen asked Parker to have the CVTD report at the March 24, 2009 Council meeting.

Jon White requested a list of committee and board meeting times and places as a companion to the committee assignments schedule. Lemon said he would prepare one and give to the Council.

ADJOURNMENT

The Council meeting adjourned at 7:36 p.m.

ATTEST: Jill N. Zollinger
County Clerk

APPROVAL: H. Craig Petersen
Chairman

CACHE COUNTY
RESOLUTION NO. 2009-03

A RESOLUTION APPROVING THE RE-APPOINTMENT OF A TRUSTEE TO THE CACHE MOSQUITO ABATEMENT DISTRICT BOARD OF TRUSTEES.

The County Council of Cache County, Utah, in a regular meeting lawful notice of which has been given, finds that pursuant to 17b-1-304(5) of the Utah Code, the Cache County Executive shall appoint an individual to serve on the Cache Mosquito Abatement District.

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

BE IT RESOLVED, that the following individual has been recommended by the Cache County Executive to serve on the Cache Mosquito Abatement District Board of Trustees.

Section 1. Appointment

The appointment of Jeff Ricks – 4275 North 3200 West, Benson, Utah 84335
Telephone (435) 752-8916

Section 2. Authorization

The Cache County Council hereby ratifies the above appointment to the Cache Mosquito Abatement District Board of Trustees pursuant to the recommendation of the Cache County Executive.

Section 3. Terms

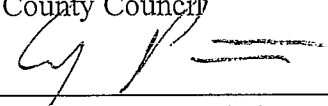
The term of this appointment shall be for a period of four years, expiring on December 31, 2012.

Section 4. Effective Date

This appointment shall become effective immediately upon the adoption of this resolution.

This resolution was adopted by the Cache County Council on the 27th day of January, 2009

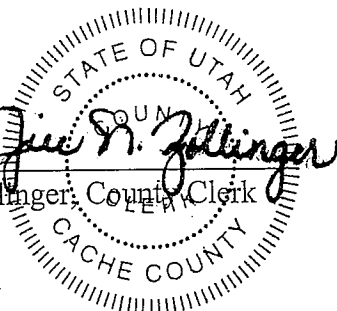
Cache County Council

By: 
H. Craig Petersen, Chairman

Attest:

By:

Jill N. Zollinger, County Clerk



LOGAN RANGER DISTRICT
High Creek Road Winter Recreation Restriction
Briefing Paper – January 2009

Current Situation:

High Creek Road provides access to the High Creek Campground, Trailhead, and the Mount Naomi Wilderness. The majority of the road on National Forest lands is bounded by the Mount Naomi Wilderness Area. Use of the High Creek Road is restricted seasonally from about November 15th until the snow melts in the spring (and Summer Travel Plans apply). A gate is located at the National Forest boundary.

Background:

In February 2003, the Wasatch-Cache National Forest issued a Revised Forest Plan. The Revised Forest Plan was the culmination of several years of analysis by resource specialists. The Forest Plan included an analysis of Winter Recreation Classes as a tool to describe and map outdoor winter recreation areas. These maps provide a way for managers and recreation users to understand where winter motorized recreation can occur and where winter motorized use is not allowed. There were four winter recreation classes mapped: Wilderness, Non-Motorized Areas, Motorized Areas, and Heli-Skiing Areas. The area of National Forest accessed by the High Creek Road was classified as "Wilderness", which the Forest Plan described as areas where "snowmobiling, heli-skiing, or other motorized use is not allowed." (Wasatch-Cache Revised Forest Plan, pg. 4-90).

There were three public meetings held in Logan during the Forest Plan Revision process. A formal public comment period on the "Draft" Revised Plan was provided as well. Additional briefings of the County Council were provided regularly by the Logan District Ranger or Melissa Blackwell, the Revision Team Leader

Rationale for Winter Restriction:

- Although the High Creek Road itself is not designated as Wilderness, the wilderness boundary is defined as 100 ft. from the centerline of the road. Allowing the road to remain open to travel by full-size vehicles during the winter months would have allowed trespass by motorized vehicles into the Wilderness and would create an additional enforcement workload for District personnel.
- The road does not provide a "loop opportunity" for motorized users. One objective of the Revision Planning Team was to provide loop, or round-trip, opportunities for winter motorized users. The High Creek Road does not provide this type of experience, therefore the team decided it was better suited to provide opportunities for non-motorized recreation users (such as snowshoeing and cross-country skiing).
- The road primarily provides access to a campground and trailhead. Winter demand for access to these sites is limited.

Cache County Planning Commission (CCPC)

Minutes for 4 December 2008

Present: Josh Runhaar, Jay Baker, Chris Sands, Curtis Dent, Lee Nelson, Troy Allen, Lamar Clements, Clair Ellis, James Swink, Megan Izatt

Start Time: 5:31:00 (Video time not shown on DVD)

Nelson welcomed; Dent gave opening remarks.

Approval of Agenda

Dent moved to approve agenda. Sands seconded; passed 6, 0.

Approval of Minutes

Allen noted on page 2, line 11 it should read that a screen can be noisier than a crusher.

Clements moved to approve the 06 November 08 minutes with the change noted by Allen. Dent seconded; passed 6, 0.

Approval of 2009 Meeting Schedule

Allen moved to approve the meeting schedule for 2009. Clements seconded; passed 6, 0.

Approval of officers for 2009

Clements moved to maintain the current officers for 2009. Dent seconded; passed 6, 0.

5:39:00

Consent Agenda

#1 Summit Subdivision

FINDINGS OF FACT:

1. The Summit 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 Summit Subdivision has been revised and amended by the conditions of project approval to conform to the requirements of Titles 16 and 17 of the Cache County Code and the requirements of various departments and agencies.
3. The Summit Subdivision conforms to the Preliminary plat requirements of §16.03.030 Cache County Subdivision Ordinance.
4. Summit Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. County Road 2600 West, the road that provides access to the subject property, has an adequate capacity, or suitable level of service, for the proposed use.

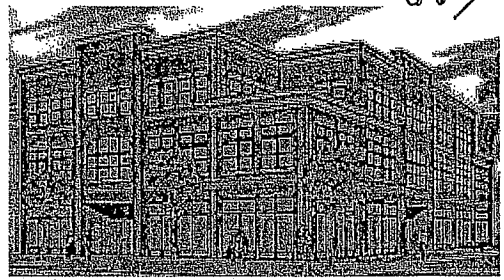
CONDITIONS OF APPROVAL

The following stipulations must be met for the development to conform to the County Ordinance and the requirements of county service providers.

1. A key to any security gates on the property shall be given to the local fire department and the Cache County Fire District for possible emergency incidents.
2. Prior to final plat recordation the proponent shall meet all applicable standards of the Cache County Ordinance.
3. A shared access agreement between the two proposed lots shall be recorded.
4. No access shall be granted from Highway 30.

app

CACHE COUNTY CORPORATION DEVELOPMENT SERVICES DEPARTMENT



WENDELL MORSE
DIRECTOR/
COUNTYWIDE PLANNER

JOSH RUNHAAR, AICP
COUNTY PLANNER/
ZONING ADMINISTRATOR

PAUL BERNTSON
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>11-4-08</u>	Received By: <u>M. G.</u>	Receipt Number: <u>4151</u>	Application Number: <u>CR # 029 600</u>
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PROJECT INFORMATION

REQUEST TYPE SUB-DIVISION

PROJECT NAME Summit Storage/RUPPS

PROJECT ADDRESS 2600 West Hwy 30
Cache County (Across Police Shooting Range)

SERIAL NUMBER(S) 12 042-0008

ZONE AG

PROJECT LOCATION 2550 W 200 N.
WEST OF LOGAN

AGENT/OWNER INFORMATION

AGENT NAME Kent Carlisen

ADDRESS 1156 E PO Box 3874
Logan, UT 84323

TELEPHONE (DAY) _____ (CELL) 757-8272

OWNER NAME Kent Carlisen (Summit Storage)

ADDRESS 1156 East 100 South Logan UT

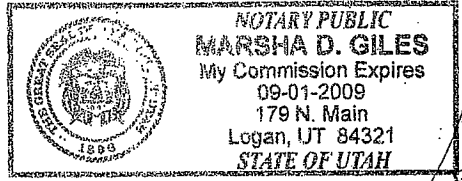
TELEPHONE (DAY) _____ (CELL) 757-8272

State of Utah)

County of Cache)

On this 14 day of Nov, 2008, personally appeared before me, Kent Carlisen, 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.

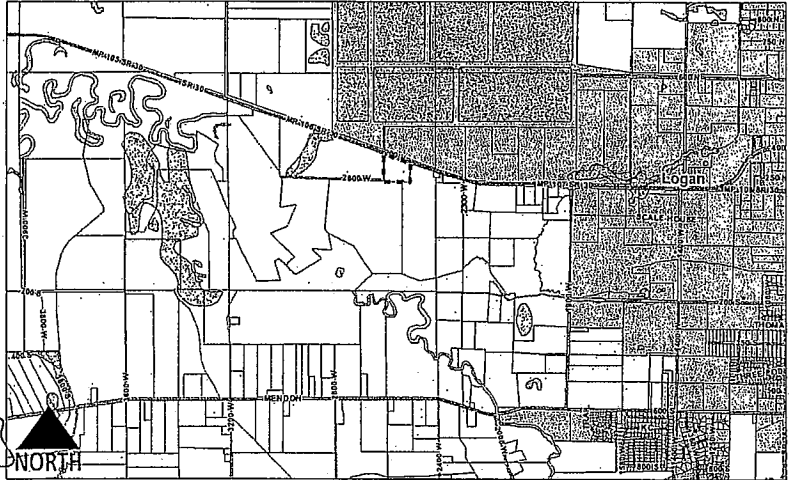
Signed _____
(Property Owner or Agent)



Marsha D Giles
Notary Public

**CACHE COUNTY CORPORATION
DEVELOPMENT SERVICES DEPARTMENT**

Project Name: **Summit Subdivision**
Agent: Kent Carlsen
Request: 2-Lot Subdivision
Type of Action: Recommend to County Council
Current Zoning: Agricultural (A)
Project Address: 2600 West Hwy 30 (Logan)
Staff Recommendation: Approval with Conditions
Tax ID: 12-042-0008
Surrounding Uses: North – Agriculture
South – Agriculture
East – Agriculture
West – Agriculture
Reviewed by: Jay Baker, Associate Planner II



PURPOSE: To recommend preliminary and final plat approval to the County Council for the Summit Subdivision.

PROJECT SUMMARY

The project is a proposed 2-lot subdivision adjacent to the west boundary of Logan City in the Agricultural Zone. A conditional use permit with no conditions was approved on this property in November, 2002.

Access:

- Access from County Road 2600 West is adequate.

Water & Septic:

- Adequate water rights shall be approved and in place prior to recordation of the final plat.
- All proposed lots are feasible for wells and shallow onsite septic systems.

Service Provision:

- Access for fire protection is adequate. Tender trucks from the Logan fire station are 3.4 miles from the site.
- The Fire Department recommends that the shared driveway be left open and unobstructed. A key to any security gates on the property shall be given to the local fire department and the Cache County Fire District for possible emergency incidents.
- Because the proposed use is storage no comments were provided regarding garbage collection service and school bus stops.

STAFF DETERMINATION

It is staff's determination that the Summit Subdivision, a two (2) lot subdivision for property located at approximately 2600 West Hwy 30 (Logan) TIN# 12-042-0008, is in conformance with the Cache County Ordinance and should be recommended for preliminary and final plat approval to the County Council. This determination is based on the following **findings of fact:**

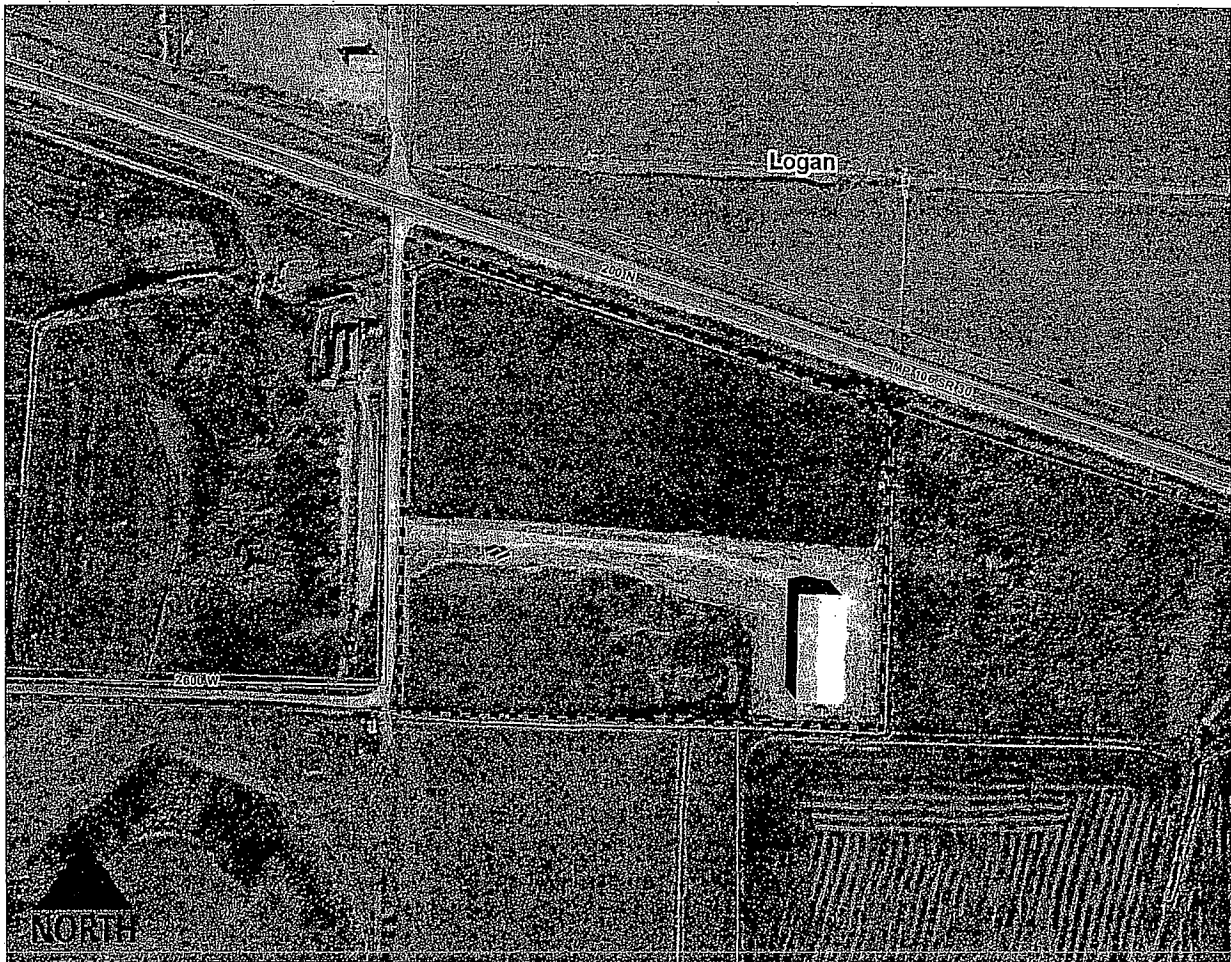
1. The Summit Subdivision has been revised and amended by the conditions of project approval to address the issues and concerns raised within the public and administrative records.
2. The Summit Subdivision has been revised and amended by the conditions of project approval to conform to the requirements of Titles 16 and 17 of the Cache County Code and the requirements of various departments and agencies.
3. The Summit Subdivision conforms to the Preliminary plat requirements of §16.03.030 Cache County Subdivision Ordinance.

4. Summit Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. County Road 2600 West, the road that provides access to the subject property, has an adequate capacity, or suitable level of service, for the proposed use.

CONDITIONS OF APPROVAL

The following stipulations must be met for the development to conform to the County Ordinance and the requirements of county service providers.

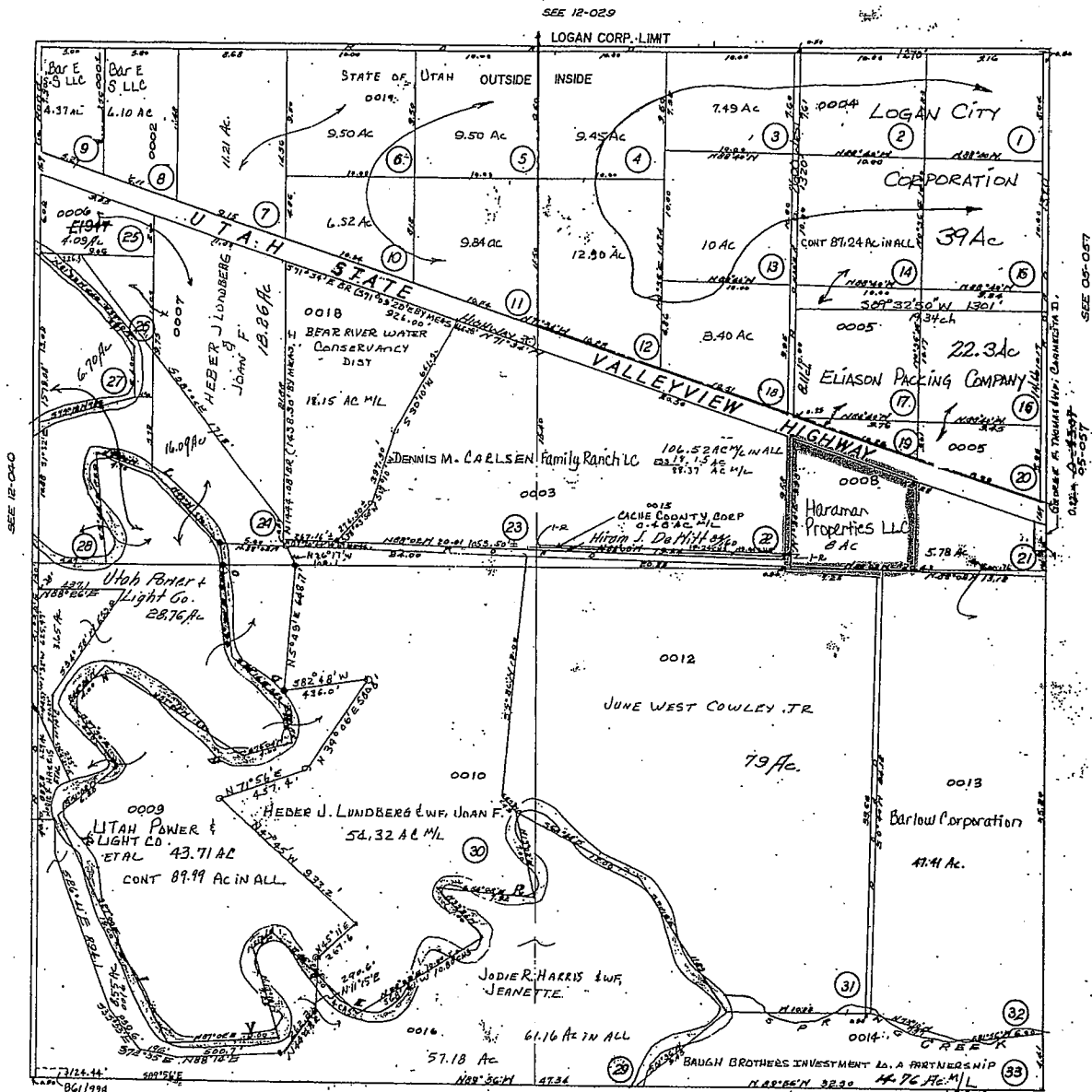
1. A key to any security gates on the property shall be given to the local fire department and the Cache County Fire District for possible emergency incidents.
2. Prior to final plat recordation the proponent shall meet all applicable standards of the Cache County Ordinance.
3. A shared access agreement between the two proposed lots shall be recorded.
4. No access shall be granted from Highway 30.



SECTION 36, TOWNSHIP 12 NORTH, RANGE 1 WEST.

SCALE 1 INCH = 6 CHAINS

TAX UNIT 128 B 27



SEE 11-001, -002

Summit Subdivision

SURVEYOR'S CERTIFICATE

I, JEFF S. HANSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT THE SAID SUBDIVISION WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND THE SAME HAS BEEN CORRECTLY SURVEYED AND ALL STREETS ARE THE DIMENSIONS SHOWN.

JEFF S. HANSEN
 REG. NO. 325023
 DATE

PRELIMINARY ELECTRONIC COPY

NOTES

NO STORM WATER DRAINAGE SHALL BE ADJACENT TO ANY OF THE PARCELS, DITCHES, CANALS, OR WATERWAYS WITHOUT PRIOR WRITTEN APPROVAL FROM THE APPLICANT.

STORM WATER DRAINAGE SHALL BE ADJACENT TO ANY OF THE PARCELS, DITCHES, CANALS, OR WATERWAYS WITHOUT PRIOR WRITTEN APPROVAL FROM THE APPLICANT.

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STORM WATER DRAINAGE SHALL BE ADJACENT TO ANY OF THE PARCELS, DITCHES, CANALS, OR WATERWAYS WITHOUT PRIOR WRITTEN APPROVAL FROM THE APPLICANT.

OWNER'S ACKNOWLEDGMENT

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVE READ AND UNDERSTAND THE FOREGOING AND HAVE VOLUNTARILY AND WITHOUT COERCION, FRAUD, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT, GRANTED AND CONVEYED TO CACHÉ COUNTY, UTAH, ALL THESE PARTS OF RECORDS OF SAID TRACT OF LAND, AS SHOWN ON THIS PLAN, TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR SIGNATURES THIS _____ DAY OF _____ A.D. 20__

KENT CARLSEN
 COUNTY CLERK
 LOCAL, UTAH, 8-225-3874

NOTARY ACKNOWLEDGMENT

ON THIS _____ DAY OF _____ 20__ AT _____ IN NUMBER _____ IN COUNTY OF _____ STATE OF UTAH, I, _____ A NOTARY PUBLIC, HAVE PERSONALLY KNOWN AND BELIEVE ME TO BE THE UNDERSIGNED NOTARY PUBLIC, WHO HAS PERSONALLY KNOWN AND BELIEVE ME TO BE THE SIGNERS OF THE ABOVE OWNERS' ACKNOWLEDGMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN AUTHORIZED.

NOTARY PUBLIC

CACHE COUNTY COUNCIL

THIS PLAN HAS BEEN REVIEWED BY THE CACHE COUNTY COUNCIL ON _____ DAY OF _____ 20__ AT WHICH TIME BY MAJORITY VOTE IT HAS BEEN APPROVED.

CACHE COUNTY COUNCIL

CACHE COUNTY PLANNING COMMISSION

THIS PLAN HAS BEEN REVIEWED BY THE CACHE COUNTY PLANNING COMMISSION ON _____ DAY OF _____ 20__ AT WHICH TIME BY MAJORITY VOTE IT HAS BEEN APPROVED.

CACHE COUNTY PLANNING COMMISSION

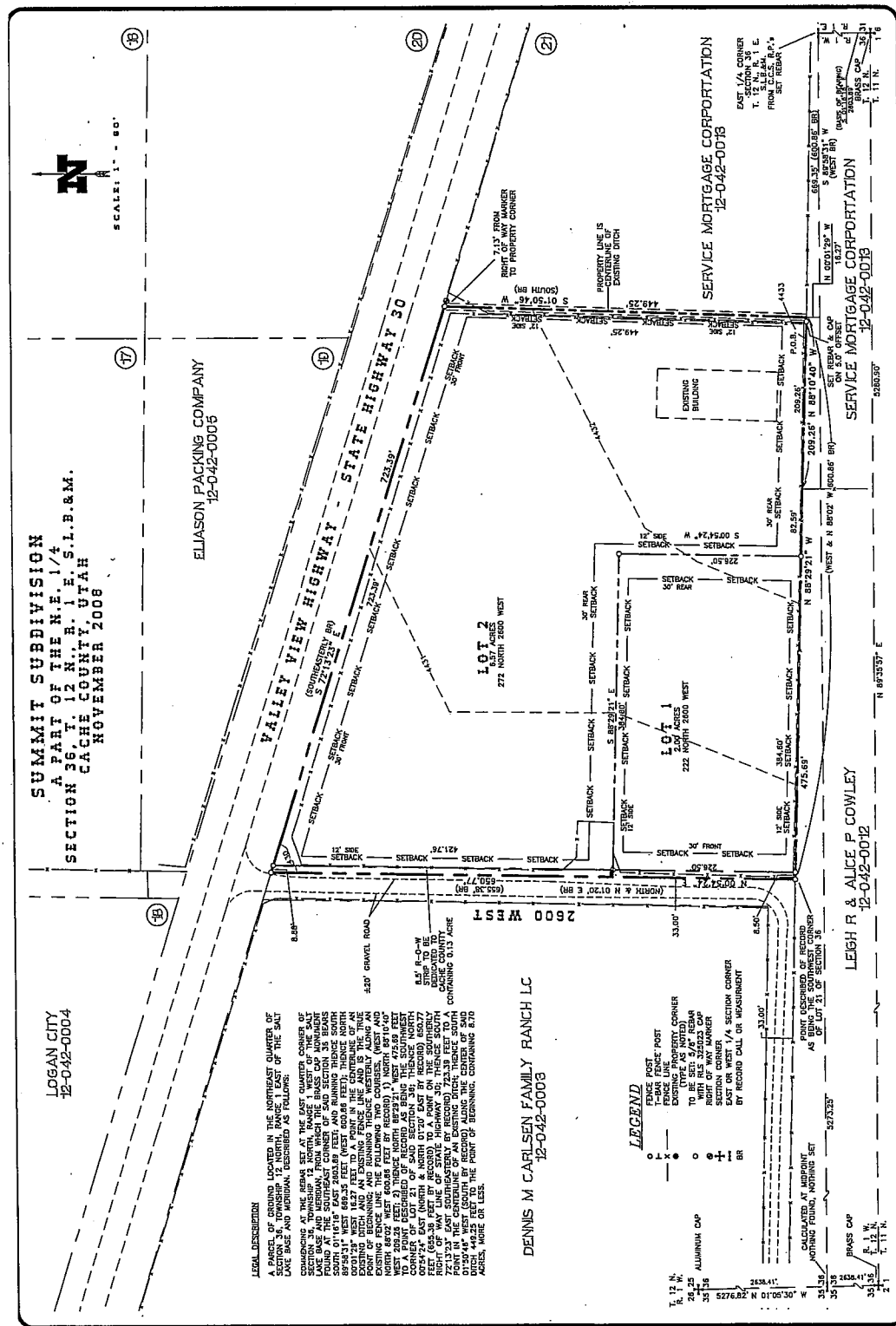
BEAR RIVER DISTRICT HEALTH DEPT. APPROVAL

THE SUBDIVISION DESCRIBED HEREON HAS BEEN APPROVED BY THE BEAR RIVER DISTRICT HEALTH DEPARTMENT ON _____ DAY OF _____ 20__

BEAR RIVER DISTRICT HEALTH DEPARTMENT

JSH SURVEYING & DRAFTING INC.

P.O. BOX 900 • WELLSVILLE, UTAH 84399
 (435) 245-0090 • TOLL FREE: 1-888-420-0888 • FAX: (435) 255-9689



NARRATIVE

THE SURVEY WAS ORDERED BY KENT CARLSEN, COUNTY CLERK OF CACHE COUNTY, UTAH. THE SURVEY WAS CONDUCTED BY JEFF S. HANSEN, REGISTERED LAND SURVEYOR. THE SURVEY SHOWS THE BOUNDARIES OF THE TRACT OF LAND AS SHOWN HEREON.

BEAR RIVER DISTRICT HEALTH DEPT. APPROVAL

THE SUBDIVISION DESCRIBED HEREON HAS BEEN APPROVED BY THE BEAR RIVER DISTRICT HEALTH DEPARTMENT ON _____ DAY OF _____ 20__

BEAR RIVER DISTRICT HEALTH DEPARTMENT

CACHE COUNTY COUNCIL

THIS PLAN HAS BEEN REVIEWED BY THE CACHE COUNTY COUNCIL ON _____ DAY OF _____ 20__ AT WHICH TIME BY MAJORITY VOTE IT HAS BEEN APPROVED.

CACHE COUNTY COUNCIL

CACHE COUNTY PLANNING COMMISSION

THIS PLAN HAS BEEN REVIEWED BY THE CACHE COUNTY PLANNING COMMISSION ON _____ DAY OF _____ 20__ AT WHICH TIME BY MAJORITY VOTE IT HAS BEEN APPROVED.

CACHE COUNTY PLANNING COMMISSION

COUNTY ATTORNEY APPROVAL

APPROVED AS TO FORM ON _____ DAY OF _____ 20__

COUNTY ATTORNEY

CACHE COUNTY PLANNING COMMISSION

THIS PLAN HAS BEEN REVIEWED BY THE CACHE COUNTY PLANNING COMMISSION ON _____ DAY OF _____ 20__ AT WHICH TIME BY MAJORITY VOTE IT HAS BEEN APPROVED.

CACHE COUNTY PLANNING COMMISSION

COUNTY SURVEYORS CERTIFICATE

I CERTIFY THAT I HAVE EXAMINED THIS PLAN AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.

COUNTY SURVEYORS

COUNTY RECORDERS NO.

DATE OF UTAH COUNTY OF _____ RECORD NO. _____

INDEXED FILED IN FILE OF PLATS _____ COUNTY RECORDER _____

SUMMIT SUBDIVISION
 A PART OF THE N.E. 1/4 SECTION 36, T. 12 N., R. 1 E., S. 1 B. & M., CACHE COUNTY, UTAH
 NOVEMBER 2008

ELJASON PACKING COMPANY
 12-042-0005

DENNIS M CARLSEN FAMILY RANCH LC
 12-042-0003

LEIGH R & ALICE P COWLEY
 12-042-0012

SERVICE MORTGAGE CORPORATION
 12-042-0018

SERVICE MORTGAGE CORPORATION
 12-042-0019

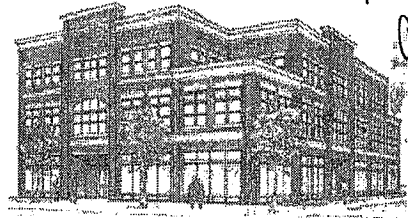
SERVICE MORTGAGE CORPORATION
 12-042-0018

CACHE COUNTY CORPORATION DEVELOPMENT SERVICES DEPARTMENT

JOSH RUNHAAR, AICP
DIRECTOR/
ZONING ADMINISTRATOR

PAUL BERNTSON
CHIEF BUILDING
OFFICIAL

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



CACHE COUNTY COUNCIL FINDINGS OF FACT RE: ESTANCIA SUBDIVISION

In its January 13, 2009 meeting, the Cache County Council denied approval of the Estancia Subdivision, Phases 1, 2, and 3. The Council also identified findings of fact to support that action and directed the Director of Development Services to finalize wording on those findings such that the Council could formally approve the findings of fact at its January 27, 2009 meeting.


Following are proposed findings of fact for the Council's consideration:

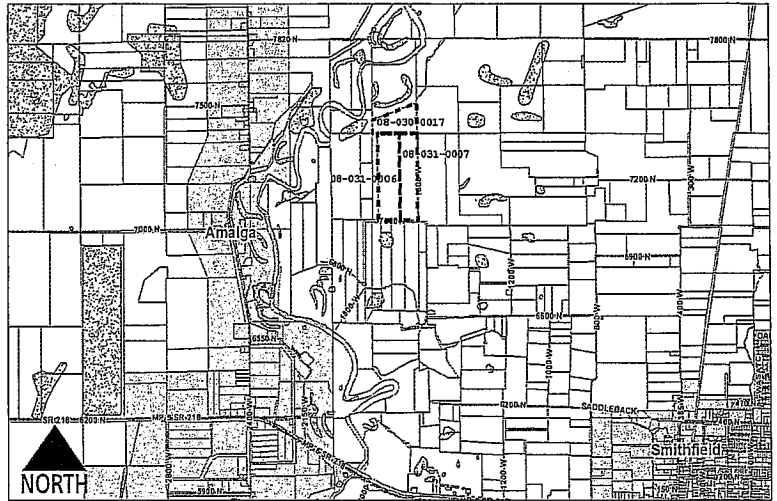
It is the determination of the Cache County Council that the Estancia Subdivision, Phases 1, 2, and 3, a five (5) lot subdivision for property located at approximately 1600 West 7000 North, TIN# 08-031-0006, 08-031-0007, 08-030-0017 is not in conformance with the Cache County Ordinance and is therefore denied. This determination is based on the following **findings of fact**:

1. Estancia Subdivision is not compatible with surrounding land uses and will interfere with the use and enjoyment of adjoining or area properties.
2. The Estancia Subdivision has inadequate road access, particularly for emergency and service equipment.
3. The Estancia Subdivision has inadequate fire protection.
4. The Estancia Subdivision does not comply with the Cache County Comprehensive Plan.

Submitted by: Josh Runhaar, AICP
Director of Development Services

**CACHE COUNTY CORPORATION
DEVELOPMENT SERVICES DEPARTMENT**

Project Name: **Estancia Phase I, II, & III**
Agent: Todd Morrill & Walt Young
Request: Three 5-Lot Subdivisions (15 Lots)
Type of Action: Recommend to County Council
Current Zoning: Agricultural (A)
Project Address: 1600 West 7000 North
Staff Recommendation: Approval with Conditions
Tax ID: 08-031-0006
08-031-0007
08-030-0017
Surrounding Uses: North – Agriculture
South – Agriculture
East – Agriculture
West – Agriculture
Reviewed by: Jay Baker, Associate Planner II 



PURPOSE: To recommend approval to the County Council for Phases I, II, and III of the Estancia Subdivision.

PROJECT SUMMARY

These subdivisions were continued from the May 8 Planning Commission meeting in which the issues of access and fire protection were discussed. Access was a primary concern as the roads from State Route 218 to the subdivision are not adequate. Concerns related to fire protection centered on the adequacy of the roads and water availability due to the distance from the fire department and the size of the development. The project is located approximately 1.5 miles northwest of Smithfield City in the Agricultural Zone. There are three proposed phases totaling 15 lots.

The following is a recommendation from staff with input from the County Engineer, the County Road Superintendent, and the Developers. Staff is requesting that the Planning Commission hold a detailed discussion regarding the proposed access improvements and whether such improvements will sufficiently protect the safety of the public, the County, and the developer.

Access:

- The County has determined that the following access roads to the proposed development are inadequate: 800 West, 6600 North, and 1600 West. For additional detail regarding these roads please see the attached review from the County Engineer.
- There is approximately 0.5 mile of substandard county road from both the north and south access.
- Please see the attached Draft Development Agreement for the recommended road improvements.
- Estancia Lane, the internal road to the development, is proposed to be a County Road. If it is a private road the developer shall record Covenants, Conditions, and Restrictions with the development to ensure that the private road can be adequately funded and maintained.

Water & Septic:

- Adequate water rights will be in place at the time of final plat recordation.
- All lots are feasible for onsite septic systems and wells.

Service Provision:

- Access for fire protection from Smithfield is not adequate. The road to the subdivision and those interior to it should be improved to meet the requirement of the Fire Code.
- The fire station is 3.7 miles from the site.
- The County Fire Department strongly recommends that a fire protection mechanism be included in this development. The options for fire protection include fire hydrants with a water supply or residential fire sprinklers.

- All roads within the subdivision must be all weather and meet County requirements to be adequate for service vehicles.

ADDITIONAL INFORMATION

This is essentially a 15 lot subdivision and should be evaluated as such. Approval of the preliminary plat requires that the survey submitted to the Development Services Department meets the criteria set forth in §16.03.030 of the Subdivision Ordinance. As a preliminary plat no conditions are set but the issues outlined above regarding services to these lots should be discussed.

STAFF DETERMINATION

It is staff's determination that the Estancia Phase I Subdivision, a five (5) lot subdivision for property located at approximately 1600 West 7000 North, TIN# 08-031-0006 is in conformance with the Cache County Ordinance and should be recommended for preliminary and final plat approval to the County Council. This determination is based on the following **findings of fact**:

1. The Estancia Phase I 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 Estancia Phase I Subdivision has been revised and amended by the conditions of project approval to conform to the requirements of Titles 16 and 17 of the Cache County Code and the requirements of various departments and agencies.
3. The Estancia Phase I Subdivision conforms to the Preliminary plat requirements of §16.03.030 Cache County Subdivision Ordinance.
4. Estancia Phase I Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.

STAFF DETERMINATION

It is staff's determination that the Estancia Phase II Subdivision, a five (5) lot subdivision for property located at approximately 1600 West 7000 North, TIN# 08-031-0007 is in conformance with the Cache County Ordinance and should be recommended for preliminary and final plat approval to the County Council. This determination is based on the following **findings of fact**:

1. The Estancia Phase II 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 Estancia Phase II Subdivision has been revised and amended by the conditions of project approval to conform to the requirements of Titles 16 and 17 of the Cache County Code and the requirements of various departments and agencies.
3. The Estancia Phase II Subdivision conforms to the Preliminary plat requirements of §16.03.030 Cache County Subdivision Ordinance.
4. Estancia Phase II Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.

STAFF DETERMINATION

It is staff's determination that the Estancia Phase III Subdivision, a five (5) lot subdivision for property located at approximately 1600 West 7000 North, TIN# 08-031-0006 is in conformance with the Cache County Ordinance and should be recommended for preliminary and final plat approval to the County Council. This determination is based on the following **findings of fact**:

1. The Estancia Phase III 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 Estancia Phase III Subdivision has been revised and amended by the conditions of project approval to conform to the requirements of Titles 16 and 17 of the Cache County Code and the requirements of various departments and agencies.
3. The Estancia Phase III Subdivision conforms to the Preliminary plat requirements of §16.03.030 Cache County Subdivision Ordinance.

4. Estancia Phase III Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.

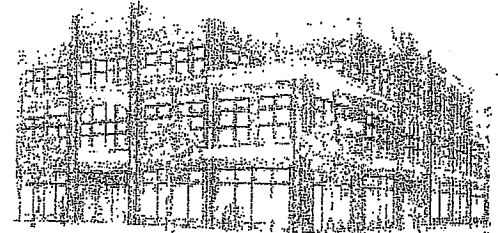
CONDITIONS OF APPROVAL

The following stipulations must be met for the development to conform to the County Ordinance and the requirements of county service providers.

1. Prior to final plat recordation adequate water rights shall be in place.
2. Prior to final plat recordation the proponent shall meet all applicable standards of the Cache County Ordinance.
3. The proponent shall enter into a development agreement with the County for the improvement of all off-site roads as listed in the attached draft Development Agreement prior to recordation of the plat. The draft Development Agreement shall be finalized prior to hearing by the County Council.
4. All roads internal to the subdivision shall be constructed to a minimum 20-width with a double chip-and-seal surface and a minimum one foot shoulder.
5. The design of all roads within the development 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.
6. The road interior to the subdivision shall be made a public road. Prior to the County accepting it as a public road the proponent shall construct the road to County standards and provide a dedicated 66-foot wide right-of-way.
7. Special accommodation to access should be made for potential conflicts with farm equipment.



CACHE COUNTY CORPORATION DEVELOPMENT SERVICES DEPARTMENT



GARTH DAY
DIRECTOR/
COUNTYWIDE 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>4-1-08</u>	Received By: <u>MDG</u>	Receipt Number: <u>3651</u>	Application Number: <u></u>
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CR # 1047
\$ 7200
1900
3-9700 +500


PROJECT INFORMATION REQUEST TYPE <u>MINOR SUBDIVISION</u> <u>5-lot</u> PROJECT NAME <u>ESTANCIA SUBDIVISION PHASE 2</u> PROJECT ADDRESS <u>1600 W. 7000 N</u> <u>SMITHFIELD, UT</u> SERIAL NUMBER(S) <u>08-031-0006 & 7</u> <u>08-030-0017</u> ZONE <u>AGRICULTURAL</u> PROJECT LOCATION <u>SMITHFIELD</u>	AGENT/OWNER INFORMATION AGENT NAME <u>TODD MORRILL (50% OWNER)</u> ADDRESS <u>1375 VALLEY HILLS BLVD</u> <u>HEBER CITY, UT 84032</u> TELEPHONE (DAY) _____ (CELL) <u>435-655-5316</u> OWNER NAME <u>WALT YOUNG (50% OWNER)</u> ADDRESS <u>6590 W. CENTER STREET</u> <u>PETERSBORO, UT 84325</u> TELEPHONE (DAY) _____ (CELL) <u>757-5971</u>
---	---

State of Utah)

County of Cache) §

On this 3/15 day of March, 2008, personally appeared before me, TODD MORRILL, 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 T. Morrill
(Property Owner or Agent)

 **LORRI M. WOLD**
Notary Public, State of Utah
My Commission Expires
March 10, 2010
2500 Lower Lando Lane, Park City, UT 84098

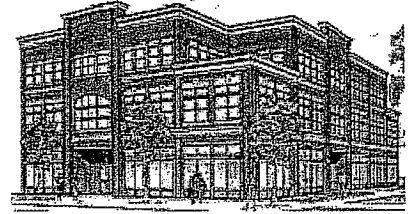
Lorri M. Wold
Notary Public

CACHE COUNTY CORPORATION DEVELOPMENT SERVICES DEPARTMENT

JOSH RUNHAAR, AICP
DIRECTOR/
ZONING ADMINISTRATOR

PAUL BERNTSON
CHIEF BUILDING
OFFICIAL

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



DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2008 between _____, hereinafter referred to as the "Developer" and Cache County.

WHEREAS, the Development has been approved by the County for construction. Said development is described as follows:

Infrastructure improvements relating to the Estancia Subdivisions Phases 1-3 including improvements to a defined access route as shown in Exhibit A, construction of a chip and seal road for the interior road Estancia Lane, and any other utilities or improvements as required within the subdivision.

Said development plan is on file in the office of the Cache County Zoning Administrator and is hereby incorporated by reference herein, and

WHEREAS, said development plan indicates improvements to be made in access, streets, water, sewer and/or utilities; and

WHEREAS, it is necessary in the interest of public welfare that improvements made be constructed in accordance with the specifications set forth in said plan and as provided by Cache County Ordinances; and

WHEREAS, in accordance with said regulations of the Cache County the Developer is required to furnish security to guarantee the completion of required improvements. Now, therefore, to induce Cache County to approve said plan and allow use of access and/or other improvements, the Developer does hereby unconditionally promise and agree to and with the Cache County as follows:

1. The double curve on 800 West shall be realigned to meet a 25 mph design speed;
2. Intersections 7000 North/1600 West, 6600 North/1600 West, and 800 West/6600 North shall be improved to meet a 20 mph design speed;
3. As part of the road widening, extend culverts on 1600 West;
4. Extend culverts for intersection improvements at 6600 North 1600 West;
5. Construct the interior loop road to county standards, including a chip-seal surface.
6. Shoulder work on sections of 6600 North and shoulder work and travel lane widening on 1600 West to improve road width to 22 feet;
7. Apply a chip-seal surface to 1600 West from 6600 North to approximately 7500 North.
8. Install signage at the following locations: the curve on 800 West, the intersection of 800 West and 6600 North, the intersection of 6600 North and 1600 West, and the curve near intersection 1600 West and 7000 North.
9. The Developer shall work with the County regarding access on 7800 North.
10. The developer shall construct all improvements as required in items 1 through 5 above to the furthestmost structure in said development. All improvements, streets, and utilities as required by Cache County Ordinances or as conditions of approval for the subdivision will be completed within ___ months of the signing of this agreement. The developer shall inform the County and obtain any necessary permits or approvals prior to working within the County right-of-way.

11. The County shall complete all improvements as required in items 6, 7, and 8 above to the furthestmost structure in said development. All improvements will be completed by October 1, 2010.
12. The developer shall pay the cost of improvements performed by the County. The total estimated cost for said improvements is \$96,705.00 plus an additional \$150 for each sign. See Exhibit B for an itemized cost estimate.
13. One-third of the above cost shall be paid by the developer within 30 days of recording the plat. The remaining two-thirds will be paid to the County within 30 days of the work commencing. The County shall notify the developer 30 days prior to commencing road improvements.
14. The developer shall file with the Department of Development Services a cost estimate for the construction of improvements under items 1 through 5 (Exhibit C). The developer shall provide documentation of financial surety in the amount of 110% of the construction bid. Upon completion of the required improvements the Zoning Administrator shall release the surety to the developer.
15. In the event that the Developer shall fail or neglect to fulfill the obligations under this agreement, the County shall have the right to construct or cause to be constructed said streets and improvements as required by Cache County Ordinances, and the Developer as security holder shall be liable to pay to and indemnify the County upon completion of said improvements, the final, total cost to the County, therefore, including but not limited to engineering, legal and contingent costs, together with any damages which the County may sustain on account of the failure of the Developer to carry out and execute all of the provisions of this agreement which said sums are secured by said security attached.

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

CACHE COUNTY

By _____
 Signed _____
 Date _____

DEVELOPER

By _____
 Signed _____
 Date _____

State of Utah)
 §
 County of Cache)

On this _____ day of _____, 20____, personally appeared before me, _____, 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 _____
 (Property Owner or Agent)

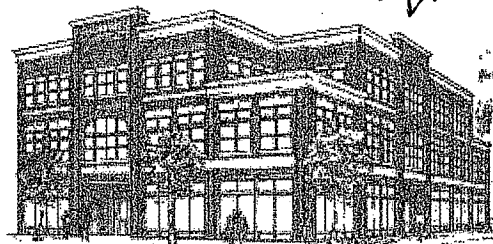
 Notary Public

CACHE COUNTY CORPORATION DEVELOPMENT SERVICES DEPARTMENT

JOSH RUNHAAR, AICP
DIRECTOR/
ZONING ADMINISTRATOR

PAUL BERNTSON
CHIEF BUILDING
OFFICIAL

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



app

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

Date Received: <u>11/04/2008</u>	Received By: <u>JBB</u>	Receipt Number: <u>4152</u>	Application Number: <u> </u>
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*ck # 122
600-00*

PROJECT INFORMATION

REQUEST TYPE Subdivision Amendment
PROJECT NAME Orton Subdivision Amended
PROJECT ADDRESS 1105 E 11000 S
Avon
SERIAL NUMBER(S) 16-047-0110, 0111
ZONE AG
PROJECT LOCATION 1105 E 11000 S. Avon

AGENT/OWNER INFORMATION

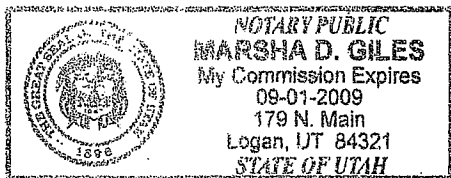
AGENT NAME _____
ADDRESS _____
TELEPHONE (DAY) _____ (CELL) _____
OWNER NAME Samuel & Sally Johnson
ADDRESS 1105 E 11000 S
Avon
TELEPHONE (DAY) 245-6359 (CELL) 764-2004

State of Utah)

County of Cache)


On this 4 day of November, 2008, personally appeared before me, Sally Johnson, 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.

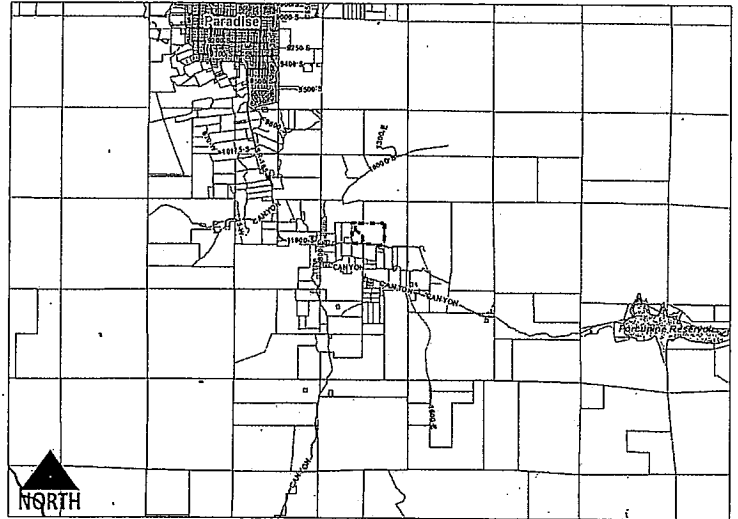
Signed Sally Johnson
(Property Owner or Agent)



Marsha D Giles
Notary Public

**CACHE COUNTY CORPORATION
DEVELOPMENT SERVICES DEPARTMENT**

Project Name: **Orton Subdivision Amended**
Agent: Samuel & Sally Johnson
Request: 3-Lot Subdivision
Type of Action: Recommend to County Council
Current Zoning: Agricultural (A)
Project Address: 1105 East 11000 South (Avon)
Staff Recommendation: Approval with Conditions
Tax ID: 16-047-0110
16-047-0111
Surrounding Uses: North – Agriculture
South – Agriculture
East – Agriculture
West – Agriculture/Homes
Reviewed by: Jay Baker, Associate Planner II 



PURPOSE: To recommend preliminary and final plat approval to the County Council for the Orton Subdivision Amendment.

PROJECT SUMMARY

The project is a proposed 3-lot subdivision in the Avon area approximately 2.3 miles south of Paradise Town in the Agricultural Zone. There is an existing house on Lot 1. Lots 2 and 3 are proposed as Agricultural Parcels. No new building lots are proposed.

Access:

- Access from County Road 11000 South is adequate as no new building lots are proposed.
- Any addition of building lots on this road will require improvements to be made.

Water & Septic:

- Adequate water rights are currently in place.
- The existing septic system is adequate for the existing home.

Service Provision:

- Access for fire protection is adequate for the current level of development. Tender trucks from the Paradise fire station are 4 miles from the site.
- Road conditions will need to be improved prior to any increase in development.
- Garbage collection and school bus stop services are currently provided.

STAFF DETERMINATION

It is staff's determination that the Orton Subdivision Amendment, a three (3) lot subdivision for property located at approximately 1105 East 11000 South (Avon) TIN# 16-047-0110 and 16-047-0111, is in conformance with the Cache County Ordinance and should be recommended for preliminary and final plat approval to the County Council. This determination is based on the following **findings of fact:**

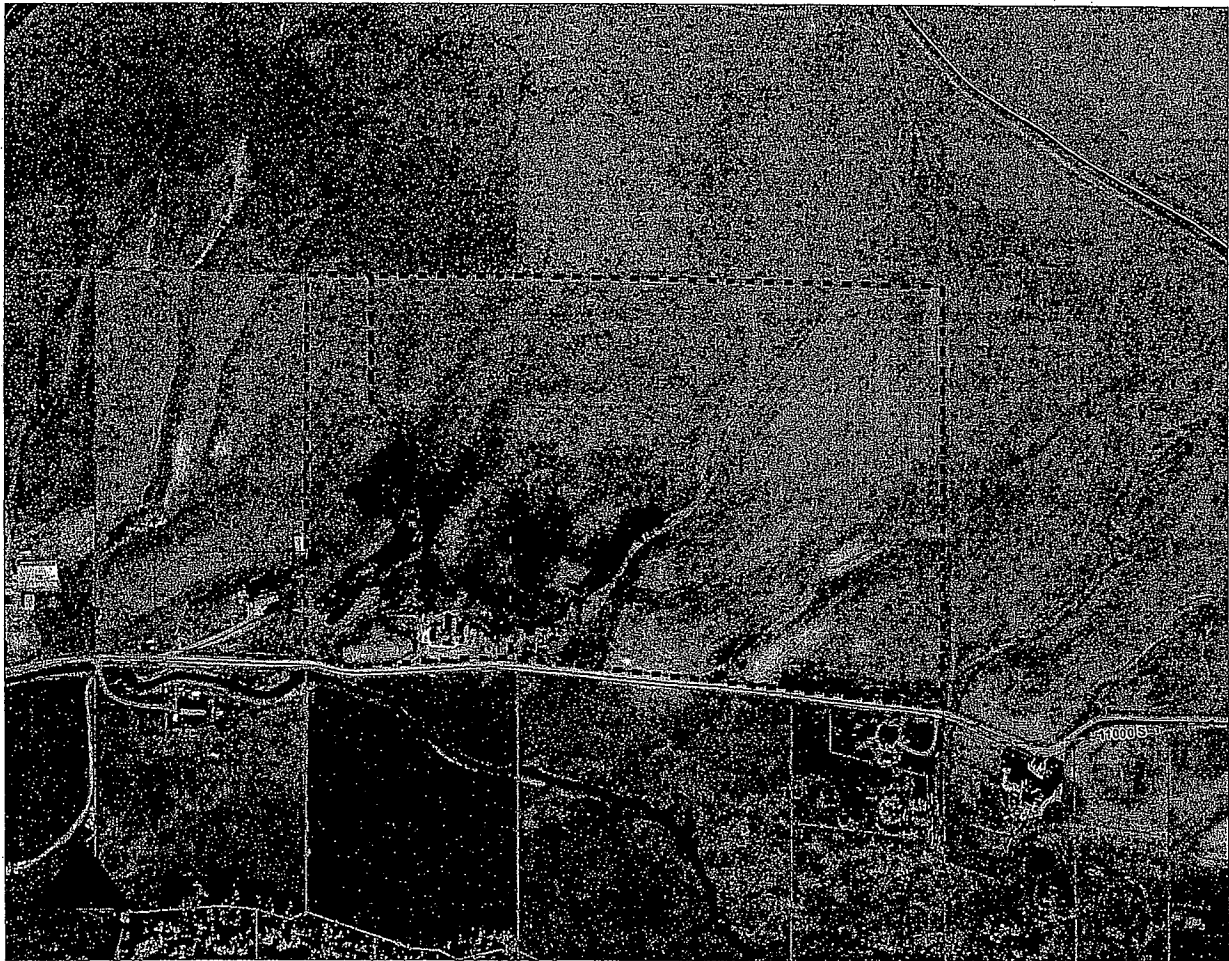
1. The Orton Subdivision Amendment has been revised and amended by the conditions of project approval to address the issues and concerns raised within the public and administrative records.
2. The Orton Subdivision Amendment has been revised and amended by the conditions of project approval to conform to the requirements of Titles 16 and 17 of the Cache County Code and the requirements of various departments and agencies.
3. The Orton Subdivision Amendment conforms to the Preliminary plat requirements of §16.03.030 Cache County Subdivision Ordinance.

4. Orton Subdivision Amendment is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. County Road 11000 South, the road that provides access to the subject property, has an adequate capacity, or suitable level of service, for the proposed use.

CONDITIONS OF APPROVAL

The following stipulations must be met for the development to conform to the County Ordinance and the requirements of county service providers.

1. Adequate water rights shall be in place prior to recordation of the final plat.
2. Lots 2 and 3 shall be recorded as Agricultural Parcels.
3. Prior to final plat recordation the proponent shall meet all applicable standards of the Cache County Ordinance.

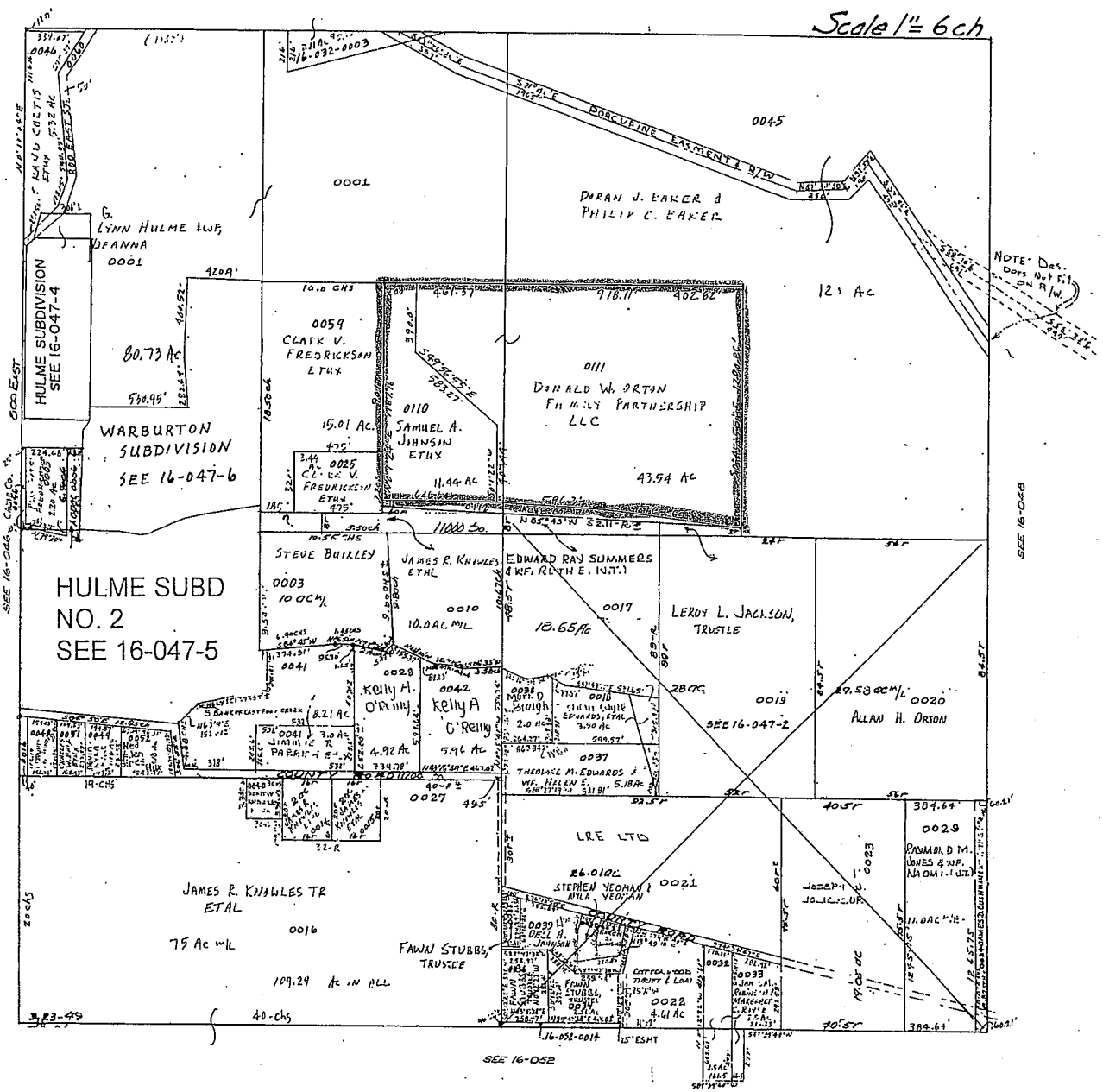


SECTION 11, TOWNSHIP 9 NORTH,
RANGE 1 EAST

16-047

-1-
TAX UNIT 31

Scale 1" = 6 ch



Orton Subdivision Amended

ORTON MINOR SUBDIVISION AMENDED

PART OF THE NORTH HALF OF SECTION 11
TOWNSHIP 9 NORTH, RANGE 1 EAST OF THE
SALT LAKE BASE AND MERIDIAN

OWNERS

SAMUEL A. & SALLY J. JOHNSON
1105 EAST 11000 SOUTH
AVON, UTAH 84328

BILL ORTON TR.

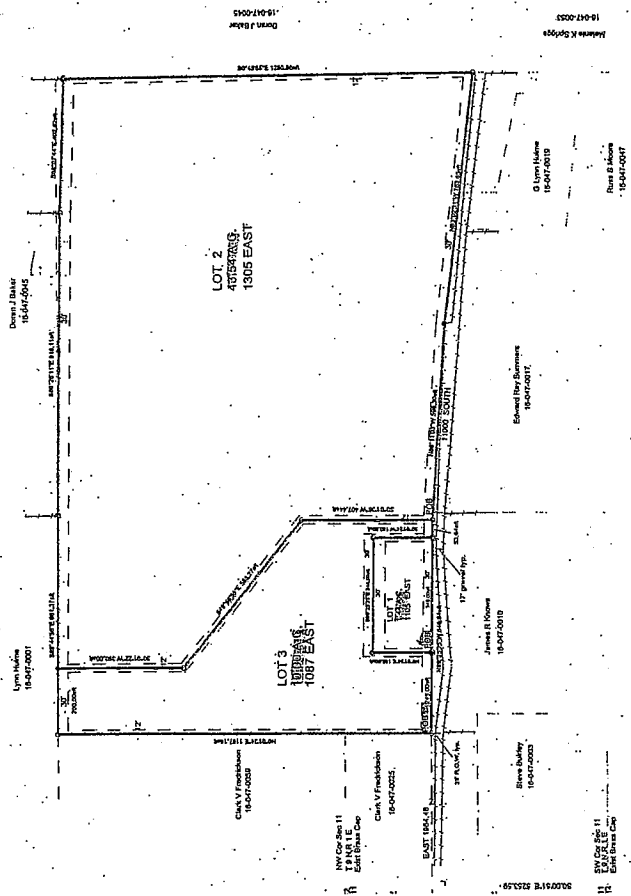
DONALD W ORTON FAMILY PARTNERSHIP LLC.
9 EXCHANGE PLACE SUITE 800
SALT LAKE CITY, UTAH 84111

BOUNDARY DESCRIPTION

Part of the North half of Section 11, Township 9 North, Range 1 East of the Salt Lake Base and Meridian, divided as follows:
Commencing at the Northwest corner of Section 11 and running South 2481.47 feet and East 1894.48 feet to the Southeast corner of the North 1/2 of Section 11 (North 76th BR) along the East line of Clark V. Fredrickson property to the South line of Lynn Hulme property and an existing fence line. Thence South 76.83 feet and East 1100.00 feet to the Southeast corner of the North 1/2 of Section 11 (South 76th BR) along an existing fence line. Thence South 76.83 feet and East 1100.00 feet to the Southeast corner of the North 1/2 of Section 11 (South 76th BR) along an existing fence and the West line of Deon J. Baker property to the North right-of-way line of 11000 South. Thence North 76.83 feet and East 1100.00 feet to the Southeast corner of Clark V. Fredrickson property and the fifth point of beginning.

NARRATIVE

The purpose of this survey is to divide 1.44 acres from Lot 1 of the Orion Led Spas Subdivision. The survey was ordered by Sally Johnson. The control used for this survey was the existing boundary for lot 1 of said subdivision. Basis of Bearing is S07°03'17"E between the NorthWest corner and the SouthWest corner of Section 11. Said bearing was established using the Cache County GPS coordinate system.



NOTES:

Cache County has not determined the availability and adequacy of ordinary water to either of the lots identified with this plat. The plat is intended to be used for the purpose of subdividing the land and comply with all other requirements for the issuance of any building permit. Present and future owners must be aware that they will be subject to the rights, privileges, and burdens of agricultural zoning which are the permitted uses in the Agricultural Zone. No increase in use of storm water drainage shall be allowed to flow from any portion of these lots to any adjacent properties. All rights, titles, claims, or interests without the prior written ratification of this platfiled plat. Subsequent sales are for primary buildings only.

COUNTY COUNCIL APPROVAL

This plat was approved and accepted by the Cache County Council by motion, on this ___ day of _____, 2008, at the _____ meeting of the Cache County Council.

BY: _____
CHAIRMAN

COUNTY ATTORNEY APPROVAL

I, Peter L. Peterson, do hereby certify that I am a Registered Land Surveyor and that I have certificate No. 897266 as prescribed by Law of the State of Utah and that I have made a survey of the property described herein.

SURVEYOR'S CERTIFICATE

This plat was reviewed by the Cache County Planning Commission on the ___ day of _____, 2008. It is the recommendation of this board to approve this subdivision based on findings.

CACHE COUNTY PLANNING COMMISSION

Date: _____

CHAIRMAN

HEALTH DEPARTMENT APPROVAL

This subdivision described on this plat has been approved by the Bear River Health Department. This ___ day of _____, 2008, at the _____ meeting of the Bear River Health Department.

COUNTY SURVEYOR'S CERTIFICATE

I certify that I have examined this plat and find that it is correct and in accordance with the information on file in the County Surveyor's office.

Date: _____

County Surveyor

PETERSON LAND SURVEYING

P.O. BOX 349 PRESTON, IDAHO 83263
435-757-0896, 888-322-1023 FAX 208-852-3116
SCALE 1"=200', DRAWING NUMBER 08-1028

SALLY JOHNSON SURVEY

1105 EAST 11000 SOUTH AVON, UT. 84328

BOARDS & COMMITTEE ASSIGNMENTS

January 27, 2009

Cache County Municipal Building Authority

Registered Agent	H. Craig Petersen
President	H. Craig Petersen
Vice-President	Gordon A. Zilles
Secretary	Jill Zollinger
Treasurer	Karen Jeppesen
Board Members	Brian Chambers Kathy Robison

Cache County Community Foundation Board

Registered Agent	Tamra Stones
President	M. Lynn Lemon
Vice-President	Kathy Robison
Secretary	Tamra Stones

CCEMS (Cache County Emergency Medical Services) Governing Authority

Board Member	Craig "W" Buttars
Board Member	Lynn Lemon
Board Member	Jon White

Cache County Fire Board

Chairman	Brian Chambers
Vice-Chairman	Craig "W" Buttars
Board Member	M. Lynn Lemon

Cache County Audit Committee

Cory Yeates
H. Craig Petersen
Tamra Stones

Logan-Cache Airport Authority Board

Lynn Lemon
Brian Chambers

Department of Workforce Services

Kathy Robison

Hardware Ranch Advisory Board

Jon White

Bear River Association of Governments Governing Board

Cory Yeates
Brian Chambers
M. Lynn Lemon

BRAG Human Services Board

Kathy Robison

Solid Waste Advisory Board

Liaison - H. Craig Petersen

North Park Interlocal Cooperative Governing Board (Ice Arena)

Gordon Zilles
M. Lynn Lemon
Brian Chambers

Cache County Fair Advisory Board

M. Lynn Lemon
Cory yeates
Kathy Robison

Homeless Task Force

Kathy Robison

Library Board

Kathy Robison

County Block Committee

H. Craig Petersen
M. Lynn Lemon
(New County Attorney)

Cache County Agricultural Advisory Board

Gordon A. Zilles

Cache County Planning and Zoning Commission

Jon White (Council Liaison)

IT Committee

Don Briel
Lynn Lemon
Craig Petersen
Kathleen Howell
Jill Zollinger

Water Committee

Craig "W" Buttars
Gordon Zilles
Jon White
Lynn Lemon

RAPZ/Restaurant Tax Committee

H. Craig Petersen
Brian Chambers
Lynn Lemon
Cameron Jensen, Staff

Regional Council

H. Craig Petersen

Agricultural Subdivision Ordinance Committee

Craig "W" Buttars
H. Craig Petersen
Gordon Zilles

Law Enforcement Advisory Board

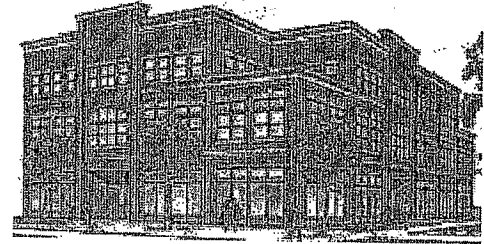
Council Chairman – H. Craig Petersen
Council Vice Chairman – Gordon Z. Zilles

Property Tax Hardship Committee

Kathy Robison
Tamra Stones
Kathleen Howell
Lynn Lemon
Cory Yeates

app

CACHE COUNTY CORPORATION DEVELOPMENT SERVICES DEPARTMENT



JOSH RUNHAAR, AICP
DIRECTOR/
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>09/17/08</u>	Received By: <u>JIB</u>	Receipt Number: <u>4048</u>	Application Number: <u># 450 + 500</u> <u>check # 12857, 12856</u>
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PROJECT INFORMATION

REQUEST TYPE Conditional Use

PROJECT NAME Zeotech - Little Mountain Mine

PROJECT ADDRESS Newton - Little Mountain.
5800 W.

SERIAL NUMBER(S) #13-009-0008
#13-009-0002

ZONE ME- Mineral Extraction

PROJECT LOCATION 171.06 acres

AGENT/OWNER INFORMATION

AGENT NAME KRIS KUAREFOROT

ADDRESS 1011 W. 400N. SUITE 130
LOGAN, UTAH 84321

TELEPHONE (DAY) 713-0099 (CELL) _____

OWNER NAME Zeotech Corp % Stephen Peterson

ADDRESS P.O. Box 840
PERALTA, NM 87042

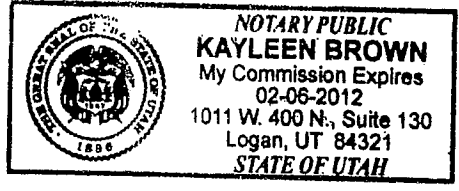
TELEPHONE (DAY) 505-866-0301 (CELL) _____

State of Utah)
County of Cache)

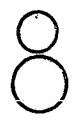
PERALTA, NM

On this 10th day of September, 2008, personally appeared before me, Stephen L. Peterson, 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 [Signature]
(Property Owner or Agent)



Kayleen Brown
Notary Public



6:25:00

#5 Zeotech Little Mountain Mine (Kris Kvarfordt)

Baker reviewed Kris Kvarfordt's request for a Conditional Use Permit to allow Zeolite extraction on 171.06 acres of property in the Mineral Extraction Zone east of the Newton Reservoir.

Nelson how are you going to reclaim this property when you're done extracting?

Kris Kvarfordt we will work with what you want, but native vegetation will out compete anything else.

Sands native species will do best.

Allen we need to think of what's going to happen to the land after the mine is done. This could be turned into dry farming or other development. Why Plant grass back when it'll get turned up again?

Swink there does need to be a reclamation agreement and the applicant can come back if changes are needed.

Dent what about the slope, will it be affected?

Mr. Kvarfordt the steepness of the slope will actually be reduced a little bit.

Sands briefed the Commission on the permit process for the Bureau of Reclamation (BOR).

Mr. Kvarfordt we have been working with them to get all the permits in place and we've notified all surrounding property owners and everyone we needed to.

Clements how are you going to get water?

Mr. Kvarfordt we will have to buy it. We haven't pursued a commercial well permit.

Baker there will be a development agreement for the developer to help maintain or improve the road as needed.

Runhaar we do need to be careful that we aren't charging the developer for routine maintenance that is already planned.

Mr. Kvarfordt will the road and reclamation be part of one agreement? And, can we get a copy of that agreement as soon as possible?

Baker yes, to both questions.

Mr. Kvarfordt as long as we meet the intent of the plan we'll be okay making minor changes in the master plan?

Runhaar as long as the general intent is met and no major changes are needed, we'll approve that administratively. Major changes will need to be brought back to this body. Also, our Conditional Use Permit will only work for 1 parcel of land because the BOR owns the other two parcels. We need to add the condition that our permit will be granted in conjunction with the BOR permit.

FINDINGS OF FACT:

1. The Zeotech – Little Mountain Mine Conditional Use Permit and Master Plan 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 Zeotech – Little Mountain Mine Conditional Use Permit and Master Plan 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 conditional use permit is issued in conformance with the Standards and Criteria for a Conditional Use within Title 17 of the Cache County Code.
4. The master plan submitted to the Development Services Department includes all elements required by §17.13.050 County Ordinance.

CONDITIONS OF APPROVAL

The following stipulations must be met for the development to conform to the County Ordinance and the requirements of county service providers, and for the protection of the public interest and adjacent properties.

1. Any expansion of the approved conditional use or alteration of the master plan shall require review and approval by the County Planning Commission prior to the expansion.
2. The Conditional Use Permit is for the extraction operation as outlined in Attachment A: Master Plan for the Proposed Little Mountain Mine.
3. The applicant shall comply with all requirements of the Division of Air Quality regarding air pollution.
4. Hours of operation shall be limited to those outlined in §17.13.060 County Ordinance.
5. The County Engineer shall review all engineering work on the master plan for compliance with applicable Federal, State, and local laws. The cost of the engineering review shall be paid by the proponent.
6. The proponent shall enter into a Reclamation Agreement with the County to ensure proper recovery of the site when the extraction operation is complete.
7. The proponent shall enter into an agreement with the County with regards to the maintenance and funding of the County Road 5800 West.
8. The operator shall provide a key to the County Fire Department for all security gates.
9. This permit shall be issued in conjunction with approval from the Bureau of Reclamation.

Clements moved for recommendation of approval for the Conditional Use Permit for the Zeotech Little Mountain Mine with the added condition regarding permits. Dent seconded; passed 5, 0.

7:00:00

#6 Utility Corridors Code Amendment

Runhaar presented the proposed amendments to the Utility Corridors Code. The Board and staff discussed height requirements for agricultural structures; the list of possible conditions that could be required on a development seeking a conditional use permit; and the code requiring a utility overlay zone in the Agricultural Zone and its effect on permitted uses in that zone. No Action was taken.

8:28:00

#7 Discussion – Road Standards

A subcommittee will meet early in January to discuss road standards.

8:40:00 – Adjourned.

CACHE COUNTY
RESOLUTION NO. 2009-04

A RESOLUTION AUTHORIZING THE CACHE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN UDOT CACHE COUNTY FOR A DESIGN PROJECT KNOWN AS THE REGIONAL BIKE ROUTE SIGNAGE.

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 UDOT and Cache County for a Design Project known as the Regional Bike Route Signage.

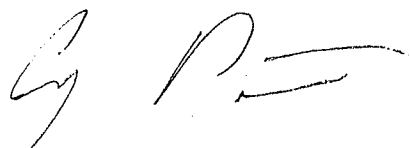
NOW, THEREFORE BE IT RESOLVED that the Cache County Executive is hereby authorized to execute the Interlocal Agreement between UDOT and Cache County for a Design Project known as the Regional Bike Route Signage as stated in "Exhibit A" attached hereto and made a part hereof.

This Resolution shall take effect immediately upon adoption.

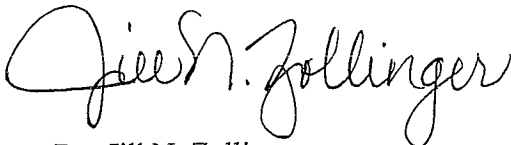
DATED this 27th day of January, 2009

CACHE COUNTY COUNCIL

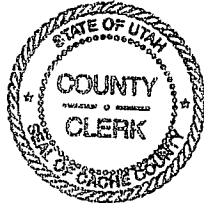
By:


H. Craig Petersen, Chairman

ATTEST:



By: Jill N. Zollinger
Cache County Clerk



Project Name: Cache Regional Bike Trail Signage
Project Number: STP-LC05(19)
Authority No.: 51268
PIN No.: 4705

COOPERATIVE AGREEMENT DESIGN ENGINEERING REIMBURSEMENT

Program
(FEDERAL PARTICIPATION)

THIS AGREEMENT, made and entered into this 28 day of January, 2019 by and between the Utah Department of Transportation hereinafter referred to as "UDOT" and Cache County Corporation, State of Utah, acting through its County Council, hereinafter referred to as "LOCAL AUTHORITY" witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the design of the project, Cache Regional Bike Route Signage, financed in part from Federal-aid highway funds, said project located at Cache County, Various Locations and identified as STP-LC05(19); and

WHEREAS, the LOCAL AUTHORITY, through their consultant selection process, has selected JUB Engineers Inc hereinafter referred to as "CONSULTANT", as their Consultant Design Engineer to perform design engineering; and

WHEREAS, UDOT's Policy for Design Engineering on Local Government Projects provides that UDOT not perform design engineering for local government projects, unless a hardship exists and substantial savings can be realized by using UDOT design engineering, and UDOT design resources are available; and

WHEREAS, by law, UDOT may not expend State funds on any local government project

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. **Description of Work Involved:**

UDOT Shall:

- a. Provide a Project Manager for the project.
- b. Provide, upon written request, concept meeting, scoping meeting, environmental review, design study report review, right-of-way acquisition approval, utility agreements, P.S. & E. review, right-of-way certification, and final review.
- c. Package the project for advertising and award the construction contract.
- d. Provide Technical Assistance and Engineering Services to the CONSULTANT only if such Technical Assistance and Engineering Services are requested in writing from the CONSULTANT and are not available from other private consultants.
- e. Charge appropriate costs for Technical Assistance and Engineering Services to the CONSULTANT.
- f. Charge appropriate costs for Design Reviews and Project Management to the project.

2. **Liability:** LOCAL AUTHORITY agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the LOCAL AUTHORITY'S negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from LOCAL AUTHORITY'S negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the LOCAL AUTHORITY of its duty in the performance of this project or to ensure compliance with acceptable standards.

3. **Financing of Project:** The costs shown below are only estimates for preconstruction phase of

Project Name: Cache Regional Bike Trail Signage
 Project Number: STP-LC05(19)
 Authority No.: 51268
 PIN No.: 4705

	FEDERAL PARTICIPATING	FEDERAL NON- PARTICIPATING
UDOT Technical Assistance and Engr. Services (Charged to CONSULTANT)	As requested	
UDOT Design Reviews, Approvals, Agreements, and Project Management	\$850.00	\$
Consultant Design Engineering	\$6650.00	\$
Design Administrative Costs	\$0.00	\$
ESTIMATED TOTAL PARTICIPATING AND NON-PARTICIPATING COSTS	\$7500.00	\$0.00
GRAND TOTAL (Participating + Non- participating)	\$7500.00	
Federal Funds	93.23% \$6992.25	
Local Match	6.77% \$507.75	
Local Authority Non-participating Costs	\$0.00	
Total Local Authority Match and Non- participating Costs	\$507.75	

5. **Certification of Consultant Selection Process:** The LOCAL AUTHORITY certifies that the consultant selection process used for obtaining the Consultant Design Engineer for this project is in conformance with UDOT and FHWA requirements. Failure to conform to these requirements may result in loss of Federal funds for the project.
6. **Records, Accounts and Audits:** Local Authorities shall comply with the Code of Federal Regulations, Title 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Local Authorities shall also comply with the cost principles and procedures in the office of Management and Budget, Circular A-87, Cost Principles for State and Local Governments.

Records pertaining to the Federal-aid Highway Program shall be retained for a minimum period of 3 years following the date when the final voucher is submitted to the Federal Highway Administration.

Local Authorities receiving Federal funds are subject to the audit requirements of the Office of Management and Budget Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations. A single audit in accordance with OMB Circular No. A-133 is required if a Local Authority received \$500,000 or more in a year in Federal funds from all sources. Local Authorities shall provide copies of required audits to the Utah Department of Transportation, Internal Audit, 4501 South 2700 West, Box 148230, Salt Lake City, Utah 84114-8230 and the Federal Highway Administration Utah Division, 2520 West 4700 South, Suite 9A, Salt Lake City, Utah 84118.

7. **Pass-through entity responsibilities;** A pass-through entity shall perform the following for the Federal awards it makes (from Federal Circular No. A-133 Audits of States, Local Governments, and Non-Profit Organizations, <http://www.whitehouse.gov/omb/circulars/a133/a133.html>);
 - a. Identify Federal awards made by informing each sub-recipient of CFDA title and number, award name and number, award year, if the award is R&D, and name of Federal agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the Federal award.
 - b. Advise sub-recipients of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the pass-through entity.
 - c. Monitor the activities of sub-recipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations and the provisions of contracts or grant agreements and that performance goals are achieved.
 - d. Ensure that sub-recipients expending \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards during the sub-recipient's fiscal year have met the audit requirements for this part for that fiscal year.
 - e. Issue a management decision on audit findings within six months after receipt of the sub-recipients audit report and ensure that the sub-recipient takes appropriate and timely corrective action.
 - f. Consider whether sub-recipient audits necessitate adjustment of the pass-through entity's own records.
 - g. Require each sub-recipient to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

Project Name: Cache Regional Bike Trail Signage
Project Number: STP-LC05(19)
Authority No.: 51268
PIN No.: 4705

knowingly breached any of the ethical standards set forth in the LOCAL AUTHORITY's conflict of interest ordinance.; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee to breach any of the ethical standards set forth in the LOCAL AUTHORITY's conflict of interest ordinance.

11. **Duration:** The term of this agreement shall begin on the date it has been approved by all parties pursuant to Section 9(a), and shall terminate as provided in Section 8, which termination date shall be not more than 50 years after the beginning of the term.
12. **General (FHWA) Provisions for Federal-aid Agreement:** Local Authorities shall comply with the attached Exhibit A, General (FHWA) Provisions for Federal-aid Agreement.

EXHIBIT A

GENERAL (FHWA) PROVISIONS FOR FEDERAL-AID AGREEMENT

1. **General Provisions:** The Grantee will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.
2. **Modification:** This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.
3. **Retention and Custodial for Records:**
 - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
 - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
 - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
 - (b) The retention period starts from the date of the submission of the final expenditure report.
 - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
4. **Equal Employment Opportunity:**
 - (a) The application/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - (b) The application/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
5. **Copeland Act:** All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.
6. **Davis-Bacon Act:** When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.
7. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Access to Records:** All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of and instrument is to provide employment, or
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.

**BICYCLE SIGNAGE PROJECT
INTER-LOCAL AGREEMENT**

This agreement is made and entered into as of Jan. 29 2009 by and between **CACHE COUNTY CORPORATION**, and Wellsville, City which are political subdivisions of the State of Utah, and which shall be called "**COUNTY**", and "**CITY**" respectively in this agreement.

This agreement is made and entered into by and between the parties based upon representations and recitals set forth below:

A. The Cache Metropolitan Planning Organization (CMPO) has approved a total of \$50,000 to be used regionally to provide bicycle signage.

B. The project is to install Bike Route signs at specific locations decided upon by the **CITY** with advice from the CMPO Bicycle and Pedestrian Advisory Committee.

C. The source of funding for this project is Federal Surface Transportation Funds that require a 6.77% local match.

D. The **COUNTY** has or will enter into a Cooperative Agreement with the Utah Department of Transportation in an effort to streamline the administration of the project.

E. The parties are enabled to enter into this Inter-local Agreement by the provisions of the Inter-local Co-operation Act as set forth in Chapter 13 of Title 11, Utah Code Annotated, 1953 as amended.

THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto do hereby agree as follows:

1. Agreement

The **CITY** agrees to pay their proportional 6.77% match based on the number of signs that the **CITY** agrees to have installed in their jurisdiction as part of this project. The **COUNTY** will not be expected to share any cost of this project and will participate only as the contracting "pass-through" jurisdiction.

2. Indemnification

A. Each party shall save and hold harmless and defend the other party from and against all claims and liability for loss, damage, or injury or death of third-parties caused by or attributable to its own officers, deputies, employees and other authorized representatives, provided they are acting within the course and scope of their duties hereunder. Each party agrees to maintain general liability insurance coverage for such claims or damages.

B. Nothing in this Agreement shall be construed to waive any of the privileges and immunities provided by law to the parties, nor to waive the limits of liability applicable to either party.

C. Subject to the foregoing, nothing in this Agreement shall be construed as an Agreement by a party to indemnify or hold harmless, or in any way assume liability for the personal injury, death, or property loss or damage caused by the negligence or willful misconduct of any other party or person."

3. Authorizations

The parties verify that they each are duly authorized through their undersigned representatives to execute and enter into this agreement.

4. Duration

The term of this agreement shall be for 3 years from the date of execution.

5. Purpose

The purpose of this agreement is to define the manner in which the Regional Bicycle Signage project is completed.

6. Authorization

This agreement shall become effective as set out above provided that prior to the effective date, it has been approved by the CITY and the COUNTY and has been approved by an authorized attorney for each party (as deemed necessary), and is filed with the keeper of records for each party.

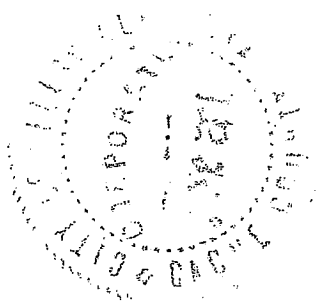
7. Governing Law

This agreement shall be construed and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed eight copies of this Agreement, each of which will be deemed an original, on the 29th day of January, 2009.

CITY OF Wellsville

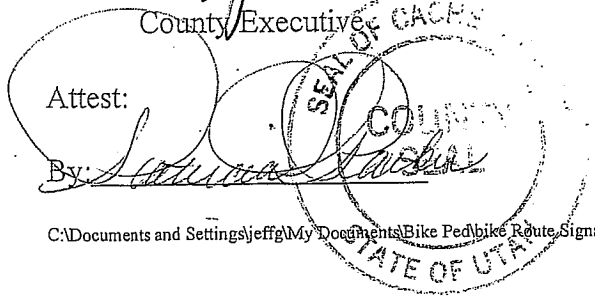
By: [Signature]
Mayor



Attest:
By: [Signature]

CACHE COUNTY

By: [Signature]
M. Lynn Lemon
County Executive



Attest:
By: [Signature]

BICYCLE SIGNAGE PROJECT INTER-LOCAL AGREEMENT

This agreement is made and entered into as of November 25, 2008 by and between **CACHE COUNTY CORPORATION**, and **Providence City** which are political subdivisions of the State of Utah, and which shall be called "**COUNTY**", and "**CITY**" respectively in this agreement.

This agreement is made and entered into by and between the parties based upon representations and recitals set forth below:

A. The Cache Metropolitan Planning Organization (CMPO) has approved a total of \$50,000 to be used regionally to provide bicycle signage.

B. The project is to install Bike Route signs at specific locations decided upon by the **CITY** with advice from the CMPO Bicycle and Pedestrian Advisory Committee.

C. The source of funding for this project is Federal Surface Transportation Funds that require a 6.77% local match.

D. The **COUNTY** has or will enter into a Cooperative Agreement with the Utah Department of Transportation in an effort to streamline the administration of the project.

E. The parties are enabled to enter into this Inter-local Agreement by the provisions of the Inter-local Co-operation Act as set forth in Chapter 13 of Title 11, Utah Code Annotated, 1953 as amended.

THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto do hereby agree as follows:

1. Agreement

The **CITY** agrees to pay their proportional 6.77% match based on the number of signs that the **CITY** agrees to have installed in their jurisdiction as part of this project. The **COUNTY** will not be expected to share any cost of this project and will participate only as the contracting "pass-through" jurisdiction.

2. Indemnification

The **CITY** and **COUNTY** agree to hold all other parties of this agreement harmless from any and all claims arising out of this agreement. Each party agrees to maintain general liability insurance coverage for such claims or damages. Any claims or damages shall be shared equally.

3. Authorizations

The parties verify that they each are duly authorized through their undersigned representatives to execute and enter into this agreement.

4. Duration

The term of this agreement shall be for 3 years from the date of execution.

5. Purpose

The purpose of this agreement is to define the manner in which the Regional Bicycle Signage project is completed.

6. Authorization

This agreement shall become effective as set out above provided that prior to the effective date, it has been approved by the CITY and the COUNTY and has been approved by an authorized attorney for each party (as deemed necessary), and is filed with the keeper of records for each party.

7. Governing Law

This agreement shall be construed and governed by the laws of the State of Utah.

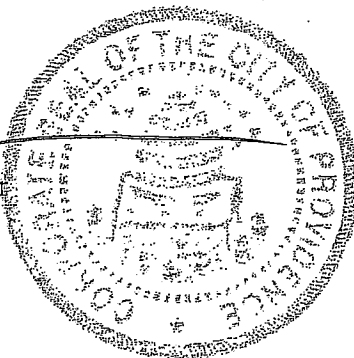
IN WITNESS WHEREOF, the parties hereto have executed eight copies of this Agreement, each of which will be deemed an original, on the 25 day of November, 2008.

CITY OF Providence

By: _____

[Handwritten signature]

Mayor



Attest:

By: _____

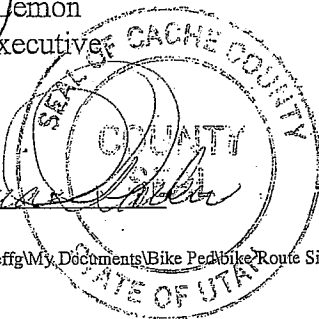
[Handwritten signature]

CACHE COUNTY

By: _____

[Handwritten signature]

M. Lynn Lemon
County Executive



Attest:

By: _____

[Handwritten signature]

**BICYCLE SIGNAGE PROJECT
INTER-LOCAL AGREEMENT**

This agreement is made and entered into as of July 09 2008 by and between **CACHE COUNTY CORPORATION**, and SMITHFIELD, City which are political subdivisions of the State of Utah, and which shall be called "COUNTY", and "CITY" respectively in this agreement.

This agreement is made and entered into by and between the parties based upon representations and recitals set forth below:

A. The Cache Metropolitan Planning Organization (CMPO) has approved a total of \$50,000 to be used regionally to provide bicycle signage.

B. The project is to install Bike Route signs at specific locations decided upon by the CITY with advise from the CMPO Bicycle and Pedestrian Advisory Committee.

C. The source of funding for this project is Federal Surface Transportation Funds that require a 6.77% local match.

D. The COUNTY has or will enter into a Cooperative Agreement with the Utah Department of Transportation in an effort to streamline the administration of the project.

E. The parties are enabled to enter into this Inter-local Agreement by the provisions of the Inter-local Co-operation Act as set forth in Chapter 13 of Title 11, Utah Code Annotated, 1953 as amended.

THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto do hereby agree as follows:

1. Agreement

The CITY agrees to pay their proportional 6.77% match based on the number of signs that the CITY agrees to have installed in their jurisdiction as part of this project. It is anticipated that the city's "in-kind" contribution of sign installation will cover this local match requirement. The COUNTY will not be expected to share any cost of this project and will participate only as the contracting "pass-through" jurisdiction.

2. Indemnification

The CITY and COUNTY agree to hold all other parties of this agreement harmless from any and all claims arising out of this agreement. Each party agrees to maintain general liability insurance coverage for such claims or damages. Any claims or damages shall be shared equally.

3. Authorizations

The parties verify that they each are duly authorized through their undersigned representatives to execute and enter into this agreement.

4. Duration

The term of this agreement shall be for 3 years from the date of execution.

5. Purpose

The purpose of this agreement is to define the manner in which the Regional Bicycle Signage project is completed.

6. Authorization

This agreement shall become effective as set out above provided that prior to the effective date, it has been approved by the CITY and the COUNTY and has been approved by an authorized attorney for each party (as deemed necessary), and is filed with the keeper of records for each party.

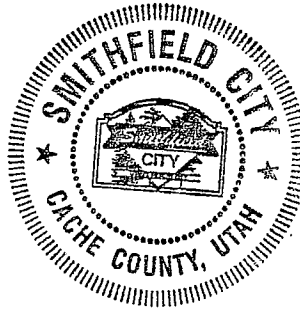
7. Governing Law

This agreement shall be construed and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed eight copies of this Agreement, each of which will be deemed an original, on the _____ day of _____, 2008.

CITY OF

By: [Signature]
Mayor



Attest:

By: [Signature]

CACHE COUNTY

By: [Signature]
M. Lynn Lemon
County Executive

Attest:

By: [Signature]

BICYCLE SIGNAGE PROJECT INTER-LOCAL AGREEMENT

This agreement is made and entered into as of _____ 2008 by and between **CACHE COUNTY CORPORATION**, and River Heights, City which are political subdivisions of the State of Utah, and which shall be called "COUNTY", and "CITY" respectively in this agreement.

This agreement is made and entered into by and between the parties based upon representations and recitals set forth below:

A. The Cache Metropolitan Planning Organization (CMPO) has approved a total of \$50,000 to be used regionally to provide bicycle signage.

B. The project is to install Bike Route signs at specific locations decided upon by the **CITY** with advise from the CMPO Bicycle and Pedestrian Advisory Committee.

C. The source of funding for this project is Federal Surface Transportation Funds that require a 6.77% local match.

D. The **COUNTY** has or will enter into a Cooperative Agreement with the Utah Department of Transportation in an effort to streamline the administration of the project.

E. The parties are enabled to enter into this Inter-local Agreement by the provisions of the Inter-local Co-operation Act as set forth in Chapter 13 of Title 11, Utah Code Annotated, 1953 as amended.

THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto do hereby agree as follows:

1. Agreement

The **CITY** agrees to pay their proportional 6.77% match based on the number of signs that the **CITY** agrees to have installed in their jurisdiction as part of this project. It is anticipated that the city's "in-kind" contribution of sign installation will cover this local match requirement. The **COUNTY** will not be expected to share any cost of this project and will participate only as the contracting "pass-through" jurisdiction.

2. Indemnification

The **CITY** and **COUNTY** agree to hold all other parties of this agreement harmless from any and all claims arising out of this agreement. Each party agrees to maintain general liability insurance coverage for such claims or damages. Any claims or damages shall be shared equally.

3. Authorizations

The parties verify that they each are duly authorized through their undersigned representatives to execute and enter into this agreement.

4. Duration

The term of this agreement shall be for 3 years from the date of execution.

5. Purpose

The purpose of this agreement is to define the manner in which the Regional Bicycle Signage project is completed.

6. Authorization

This agreement shall become effective as set out above provided that prior to the effective date, it has been approved by the CITY and the COUNTY and has been approved by an authorized attorney for each party (as deemed necessary), and is filed with the keeper of records for each party.

7. Governing Law

This agreement shall be construed and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed eight copies of this Agreement, each of which will be deemed an original, on the _____ day of _____, 2008.

CITY OF River Heights

By: [Signature]
Mayor

Attest:
By: Doug Clausen
City Council

CACHE COUNTY

By: [Signature]
M. Lynn Lemon
County Executive

Attest:
By: [Signature]
SEAL OF CACHE COUNTY
COUNTY
SEAL
STATE OF UTAH

BICYCLE SIGNAGE PROJECT INTER-LOCAL AGREEMENT

This agreement is made and entered into as of _____ 2007 by and between **CACHE COUNTY CORPORATION** and **NORTH LOGAN CITY** which are political subdivisions of the State of Utah, and which shall be called "**COUNTY**", and "**CITY**" respectively in this agreement.

This agreement is made and entered into by and between the parties based upon representations and recitals set forth below:

A. The Cache Metropolitan Planning Organization (CMPO) has approved a total of \$50,000 to be used regionally to provide bicycle signage.

B. The project is to install "Share the Road" MUTCD W11-1/W16-1 bicycle awareness warning signs at specific locations decided upon by the **CITY** with advice from the CMPO Bicycle and Pedestrian Advisory Committee.

C. The source of funding for this project is Federal Surface Transportation Funds that require a 6.77% local match.

D. The **COUNTY** has or will enter into a Cooperative Agreement with the Utah Department of Transportation in an effort to streamline the administration of the project.

E. The parties are enabled to enter into this Interlocal Agreement by the provisions of the Interlocal Co-operation Act as set forth in Chapter 13 of Title 11, Utah Code Annotated, 1953 as amended.

THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto do hereby agree as follows:

- 1. Agreement:** The **CITY** agrees to pay their proportional match (estimated at about \$37 per installed sign) based on the number of signs that the **CITY** agrees to have installed in their jurisdiction as part of this project. The **COUNTY** will not be expected to share any cost of this project and will participate only as the contracting "pass-through" jurisdiction.
- 2. Indemnification:** The **CITY** and **COUNTY** agree to hold all other parties of this agreement harmless from any and all claims arising out of this agreement. Each party agrees to maintain general liability insurance coverage for such claims or damages. Any claims or damages shall be shared equally.
- 3. Authorizations:** The parties verify that they each are duly authorized through their undersigned representatives to execute and enter into this agreement.
- 4. Duration:** The term of this agreement shall be for three years from the date of execution.



W11-1/ W16-1
Share the Road with Bicyclist assembly
Sign images from the Manual of Traffic Signs (http://www.fhwa.gov) © 2007
These sign images copyright Richard C. Secor. All rights reserved.


5. Purpose: The purpose of this agreement is to define the manner in which the Regional Bicycle Signage project is completed.

6. Authorization: This agreement shall become effective as set out above provided that prior to the effective date, it has been approved by the CITY and the COUNTY and has been approved by an authorized attorney for each party (as deemed necessary), and is filed with the keeper of records for each party.

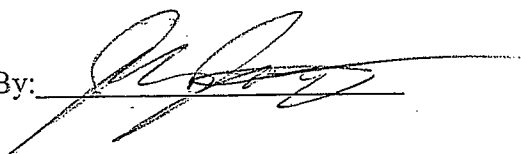
7. Governing Law: This agreement shall be construed and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed two copies of this Agreement, each of which will be deemed an original, on the 20th day of December, 2007.

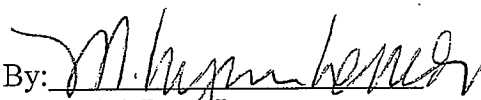
CITY OF NORTH LOGAN

By: 
Cary Watkins
Mayor


Attest:

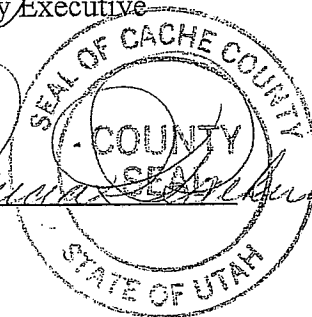
By: 

CACHE COUNTY

By: 
M. Lynn Lemon
County Executive

Attest:

By: 



**BICYCLE SIGNAGE PROJECT
INTER-LOCAL AGREEMENT**

This agreement is made and entered into as of December 19 2008 by and between **CACHE COUNTY CORPORATION**, and Nibley, City which are political subdivisions of the State of Utah, and which shall be called "COUNTY", and "CITY" respectively in this agreement.

This agreement is made and entered into by and between the parties based upon representations and recitals set forth below:

A. The Cache Metropolitan Planning Organization (CMPO) has approved a total of \$50,000 to be used regionally to provide bicycle signage.

B. The project is to install Bike Route signs at specific locations decided upon by the CITY with advice from the CMPO Bicycle and Pedestrian Advisory Committee.

C. The source of funding for this project is Federal Surface Transportation Funds that require a 6.77% local match.

D. The COUNTY has or will enter into a Cooperative Agreement with the Utah Department of Transportation in an effort to streamline the administration of the project.

E. The parties are enabled to enter into this Inter-local Agreement by the provisions of the Inter-local Co-operation Act as set forth in Chapter 13 of Title 11, Utah Code Annotated, 1953 as amended.

THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto do hereby agree as follows:

1. Agreement

The CITY agrees to pay their proportional 6.77% match based on the number of signs that the CITY agrees to have installed in their jurisdiction as part of this project. The COUNTY will not be expected to share any cost of this project and will participate only as the contracting "pass-through" jurisdiction.

2. Indemnification

The CITY and COUNTY agree to hold all other parties of this agreement harmless from any and all claims arising out of this agreement. Each party agrees to maintain general liability insurance coverage for such claims or damages. Any claims or damages shall be shared equally.

3. Authorizations

The parties verify that they each are duly authorized through their undersigned representatives to execute and enter into this agreement.

4. Duration

The term of this agreement shall be for 3 years from the date of execution.

5. Purpose

The purpose of this agreement is to define the manner in which the Regional Bicycle Signage project is completed.

6. Authorization

This agreement shall become effective as set out above provided that prior to the effective date, it has been approved by the CITY and the COUNTY and has been approved by an authorized attorney for each party (as deemed necessary), and is filed with the keeper of records for each party.

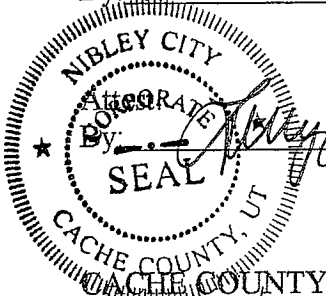
7. Governing Law

This agreement shall be construed and governed by the laws of the State of Utah.

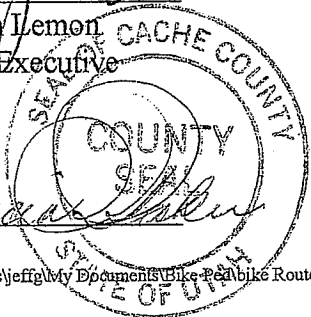
IN WITNESS WHEREOF, the parties hereto have executed eight copies of this Agreement, each of which will be deemed an original, on the 19 day of December, 2008.

CITY OF Nibley

By: [Signature]
Mayor



By: [Signature]
M. Lynn Lemon
County Executive



Attest:
By: [Signature]

**BICYCLE SIGNAGE PROJECT
INTER-LOCAL AGREEMENT**

This agreement is made and entered into as of December 24, 2008 by and between **CACHE COUNTY CORPORATION**, and Hyde Park, City which are political subdivisions of the State of Utah, and which shall be called "COUNTY", and "CITY" respectively in this agreement.

This agreement is made and entered into by and between the parties based upon representations and recitals set forth below:

A. The Cache Metropolitan Planning Organization (CMPO) has approved a total of \$50,000 to be used regionally to provide bicycle signage.

B. The project is to install Bike Route signs at specific locations decided upon by the CITY with advice from the CMPO Bicycle and Pedestrian Advisory Committee.

C. The source of funding for this project is Federal Surface Transportation Funds that require a 6.77% local match.

D. The COUNTY has or will enter into a Cooperative Agreement with the Utah Department of Transportation in an effort to streamline the administration of the project.

E. The parties are enabled to enter into this Inter-local Agreement by the provisions of the Inter-local Co-operation Act as set forth in Chapter 13 of Title 11, Utah Code Annotated, 1953 as amended.

THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto do hereby agree as follows:

1. Agreement

The CITY agrees to pay their proportional 6.77% match based on the number of signs that the CITY agrees to have installed in their jurisdiction as part of this project. The COUNTY will not be expected to share any cost of this project and will participate only as the contracting "pass-through" jurisdiction.

2. Indemnification

The CITY and COUNTY agree to hold all other parties of this agreement harmless from any and all claims arising out of this agreement. Each party agrees to maintain general liability insurance coverage for such claims or damages. Any claims or damages shall be shared equally.

3. Authorizations

The parties verify that they each are duly authorized through their undersigned representatives to execute and enter into this agreement.

4. Duration

The term of this agreement shall be for 3 years from the date of execution.

5. Purpose

The purpose of this agreement is to define the manner in which the Regional Bicycle Signage project is completed.

6. Authorization

This agreement shall become effective as set out above provided that prior to the effective date, it has been approved by the CITY and the COUNTY and has been approved by an authorized attorney for each party (as deemed necessary), and is filed with the keeper of records for each party.

7. Governing Law

This agreement shall be construed and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed eight copies of this Agreement, each of which will be deemed an original, on the 24th day of December, 2008.

CITY OF Hyde Park

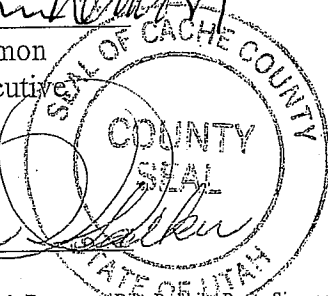
By: [Signature]
Mayor

Attest:
By: Carleen Koppelby

CACHE COUNTY

By: [Signature]
M. Lynn Lemon
County Executive

Attest:
By: [Signature]

The seal of Cache County, Utah, is circular with the text "SEAL OF CACHE COUNTY" around the top and "STATE OF UTAH" around the bottom. In the center, it says "COUNTY SEAL".

BICYCLE SIGNAGE PROJECT INTER-LOCAL AGREEMENT

This agreement is made and entered into as of _____ 2008 by and between **CACHE COUNTY CORPORATION**, and Hyrum, City which are political subdivisions of the State of Utah, and which shall be called "COUNTY", and "CITY" respectively in this agreement.

This agreement is made and entered into by and between the parties based upon representations and recitals set forth below:

A. The Cache Metropolitan Planning Organization (CMPO) has approved a total of \$50,000 to be used regionally to provide bicycle signage.

B. The project is to install Bike Route signs at specific locations decided upon by the CITY with advice from the CMPO Bicycle and Pedestrian Advisory Committee.

C. The source of funding for this project is Federal Surface Transportation Funds that require a 6.77% local match.

D. The COUNTY has or will enter into a Cooperative Agreement with the Utah Department of Transportation in an effort to streamline the administration of the project.

E. The parties are enabled to enter into this Inter-local Agreement by the provisions of the Inter-local Co-operation Act as set forth in Chapter 13 of Title 11, Utah Code Annotated, 1953 as amended.

THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto do hereby agree as follows:

1. Agreement

The CITY agrees to pay their proportional 6.77% match based on the number of signs that the CITY agrees to have installed in their jurisdiction as part of this project. The COUNTY will not be expected to share any cost of this project and will participate only as the contracting "pass-through" jurisdiction.

2. Indemnification

The CITY and COUNTY agree to hold all other parties of this agreement harmless from any and all claims arising out of this agreement. Each party agrees to maintain general liability insurance coverage for such claims or damages. Any claims or damages shall be shared equally.

3. Authorizations

The parties verify that they each are duly authorized through their undersigned representatives to execute and enter into this agreement.

4. Duration

The term of this agreement shall be for 3 years from the date of execution.

5. Purpose

The purpose of this agreement is to define the manner in which the Regional Bicycle Signage project is completed.

6. Authorization

This agreement shall become effective as set out above provided that prior to the effective date, it has been approved by the CITY and the COUNTY and has been approved by an authorized attorney for each party (as deemed necessary), and is filed with the keeper of records for each party.

7. Governing Law

This agreement shall be construed and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed eight copies of this Agreement, each of which will be deemed an original, on the 1st day of December, 2008.

CITY OF Hypem

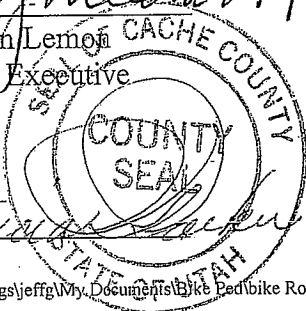
By: Dean Howard
Mayor

Attest:
By: Stephanie Locke

CACHE COUNTY

By: M. Lynn Lemo
M. Lynn Lemo
County Executive

Attest:
By: [Signature]

The seal of Cache County, Utah, is circular with the text "CACHE COUNTY" around the top and "STATE OF UTAH" around the bottom. In the center, it says "COUNTY SEAL". A signature is written across the seal.

**BICYCLE SIGNAGE PROJECT
INTER-LOCAL AGREEMENT**

This agreement is made and entered into as of November 4th 2008 by and between **CACHE COUNTY CORPORATION**, and Logan, City which are political subdivisions of the State of Utah, and which shall be called "COUNTY", and "CITY" respectively in this agreement.

This agreement is made and entered into by and between the parties based upon representations and recitals set forth below:

A. The Cache Metropolitan Planning Organization (CMPO) has approved a total of \$50,000 to be used regionally to provide bicycle signage.

B. The project is to install Bike Route signs at specific locations decided upon by the CITY with advice from the CMPO Bicycle and Pedestrian Advisory Committee.

C. The source of funding for this project is Federal Surface Transportation Funds that require a 6.77% local match.

D. The COUNTY has or will enter into a Cooperative Agreement with the Utah Department of Transportation in an effort to streamline the administration of the project.

E. The parties are enabled to enter into this Inter-local Agreement by the provisions of the Inter-local Co-operation Act as set forth in Chapter 13 of Title 11, Utah Code Annotated, 1953 as amended.

THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto do hereby agree as follows:

1. Agreement

The CITY agrees to pay their proportional 6.77% match based on the number of signs that the CITY agrees to have installed in their jurisdiction as part of this project. The COUNTY will not be expected to share any cost of this project and will participate only as the contracting "pass-through" jurisdiction.

2. Indemnification

The CITY and COUNTY agree to hold all other parties of this agreement harmless from any and all claims arising out of this agreement. Each party agrees to maintain general liability insurance coverage for such claims or damages. Any claims or damages shall be shared equally.

3. Authorizations

The parties verify that they each are duly authorized through their undersigned representatives to execute and enter into this agreement.

4. Duration

The term of this agreement shall be for 3 years from the date of execution.

5. Purpose

The purpose of this agreement is to define the manner in which the Regional Bicycle Signage project is completed.

6. Authorization

This agreement shall become effective as set out above provided that prior to the effective date, it has been approved by the CITY and the COUNTY and has been approved by an authorized attorney for each party (as deemed necessary), and is filed with the keeper of records for each party.

7. Governing Law

This agreement shall be construed and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed eight copies of this Agreement, each of which will be deemed an original, on the 4 day of November, 2008.

CITY OF Logan

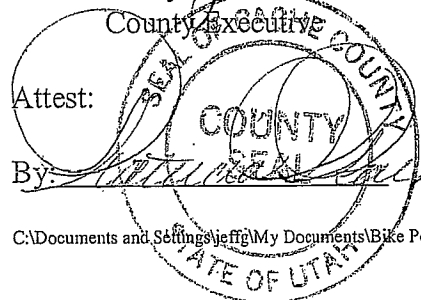
By: Randy Watts
Mayor

Attest
By: Jessica Harris

CACHE COUNTY

By: M. Lynn Lemon
M. Lynn Lemon
County Executive

Attest:
By: [Signature]



BICYCLE SIGNAGE PROJECT INTER-LOCAL AGREEMENT

This agreement is made and entered into as of November 15, 2007 by and between **CACHE COUNTY CORPORATION**, and Millville, City which are political subdivisions of the State of Utah, and which shall be called "COUNTY", and "CITY" respectively in this agreement.

This agreement is made and entered into by and between the parties based upon representations and recitals set forth below:

A. The Cache Metropolitan Planning Organization (CMPO) has approved a total of \$50,000 to be used regionally to provide bicycle signage.

B. The project is to install "Share the Road" MUTCD W11-1/W16-1 bicycle awareness warning signs at specific locations decided upon by the CITY with advise from the CMPO Bicycle and Pedestrian Advisory Committee.

C. The source of funding for this project is Federal Surface Transportation Funds that require a 6.77% local match.

D. The COUNTY has or will enter into a Cooperative Agreement with the Utah Department of Transportation in an effort to streamline the administration of the project.

E. The parties are enabled to enter into this Inter-local Agreement by the provisions of the Inter-local Co-operation Act as set forth in Chapter 13 of Title 11, Utah Code Annotated, 1953 as amended.



W11-1 / W16-1
Share the Road with Bicyclists assembly
Sign images from the Manual of Traffic Signs <http://www.dps.state.ut.us>
These sign images copyright Richard C. Harter, all rights reserved.

THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto do hereby agree as follows:

1. Agreement

The CITY agrees to pay their proportional match (estimated at about \$37 per installed sign) based on the number of signs that the CITY agrees to have installed in their jurisdiction as part of this project. The COUNTY will not be expected to share any cost of this project and will participate only as the contracting "pass-through" jurisdiction.

2. Indemnification

The CITY and COUNTY agree to hold all other parties of this agreement harmless from any and all claims arising out of this agreement. Each party agrees to maintain general liability insurance coverage for such claims or damages. Any claims or damages shall be shared equally.

3. Authorizations

The parties verify that they each are duly authorized through their undersigned representatives to execute and enter into this agreement.

4. Duration

The term of this agreement shall be for 3 years from the date of execution.

5. Purpose

The purpose of this agreement is to define the manner in which the Regional Bicycle Signage project is completed.

6. Authorization

This agreement shall become effective as set out above provided that prior to the effective date, it has been approved by the CITY and the COUNTY and has been approved by an authorized attorney for each party (as deemed necessary), and is filed with the keeper of records for each party.

7. Governing Law

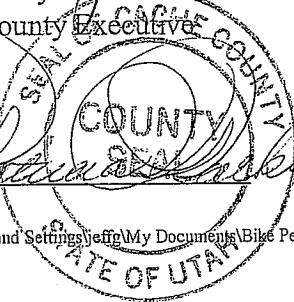
This agreement shall be construed and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed eight copies of this Agreement, each of which will be deemed an original, on the 15 day of November, 2007.

CITY OF Midville
By: [Signature]
Mayor

Attest:
By: [Signature]

CACHE COUNTY
By: [Signature]
M. Lynn Lemon
County Executive

Attest:
By: [Signature]


2009 RESTAURANT AND RAPZ TAX PROGRAM

Committee Schedule

1. Applications due by March 6, at 5:00pm.
2. Committee binders compiled by March 20.
3. Committee meets 2 to 3 times between March 20 and April 30.
4. Committee recommendations presented to the County Council on May 11.
5. County Council may ratify the recommendations of the Committee or make any changes as they choose.
6. The funds are awarded by a vote of the County Council at either the May 11 or the May 25 meeting.