

CACHE COUNTY COUNCIL MEETING
July 28, 2009

The Cache County Council convened in a regular session on July 28, 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
County Attorney: James Swink

The following individuals were also in attendance: Lance Anderson, Jeff Gilbert, Chief Rod Hammer, Sharon L. Hoth, Jim Huska, Clark Israelsen, Jeff Jorgensen, Claudia Larsen, Doug Larsen, Leslie Mascaro, Keith Meikle, Reed Morrill, Art Moss, Zan Murray, David Nielsen, Pat Parker, Larry Soule,
Media: Charles Geraci (Herald Journal), Arrin Brunson (Salt Lake Tribune), Jeremy Threlfall (KUTA-TV), Jennie Christensen (KVNU).

OPENING REMARKS AND PLEDGE OF ALLEGIANCE

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

REVIEW AND APPROVAL OF AGENDA

The agenda was approved with the addition of 10c, 10d & 10e – *Set Public Hearing – September 8, 2009-5:45 p.m.-Facer Gravel Rezone; Set Public Hearing – September 8, 2009-6:00 p.m.-Dispose of Surplus Property – Parcel No. 071450050; & Set Public Hearing – September 8, 2009-6:15 p.m.-Ruby Pipeline Rezone, respectively* – as requested by Chairman Petersen and Executive Lemon.

REVIEW AND APPROVAL OF MINUTES

ACTION: Motion by Council member Yeates to approve the minutes of the July 14, 2009 Council Meeting as written. White seconded the motion. The vote was unanimous, 7-0.

REPORT OF THE COUNTY EXECUTIVE: M. LYNN LEMON

APPOINTMENTS: There were no appointments.

WARRANTS: Warrants for the periods 04-03-2009 to 04-09-2009 and 07-03-2009 to 07-09-2009 were given to the Clerk for filing.

OTHER ITEMS

- FERC Public Meeting** will be held in Hyrum on July 30, 2009 at 7:00 p.m. at the Hyrum Civic Center.

- **Local Governments Committee on 1000 West Meeting** will be August 4, 2009 from 3:00 p.m. to 4:30 p.m. in the County Administration Building Multipurpose Room.
- **NURLA** – Executive Lemon indicated the county received a letter from Issa Hamud, Logan City Landfill, talking about the landfill situation with Box Elder County and admonished Council members to read it. Hamud provided times in the letter when he is available to discuss any questions.

ITEMS OF SPECIAL INTEREST

- **Canal Company Presentation** – Keith Meikle, representing Logan, Hyde Park and Smithfield Canal Company (Upper Canal), expressed thanks to the county and cities for the help and aid rendered to the Logan Northern Canal and the Upper Canal is trying to meet Logan Northern Canal's water needs after the breach incident. Meikle briefly reviewed the history of canals in Cache Valley and noted that the Logan Northern Canal also serves Richmond.

Meikle stated that all parties do not want to run the Northern Canal along an unstable hillside. A possible option being worked on is to improve the Upper Canal to take all the Upper Canal's and Northern Canal's water for diversion to shareholders.

Meikle praised Bob Fotheringham and his assistant for their help during the canal breach crisis. Meikle also indicated appreciation to Senator Bennett and Congressman Bishop for their assistance with funding.

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

SET PUBLIC HEARINGS: AUGUST 11, 2009 – 5:45 P.M. – OPEN 2009 BUDGET
 AUGUST 25, 2009 – 6:00 P.M. – REVISION OF PROPOSED
 AGRICULTURAL/RESIDENTIAL ZONE ORDINANCE
 SEPTEMBER 8, 2009 – 5:45 P.M. – FACER GRAVEL REZONE
 SEPTEMBER 8, 2009 – 6:00 P.M. – DISPOSE OF SURPLUS
 PROPERTY-PARCEL NO. 071450050
 SEPTEMBER 8, 2009 – 6:15 P.M. – RUBY PIPELINE REZONE

ACTION: Motion by Council member Buttars to set Public Hearings – August 11, 2009 – 5:45 p.m.-Open 2009 Budget; August 25, 2009 – 6:00 p.m.-Revision of Proposed Agricultural/Residential Zone Ordinance; September 8, 2009 – 5:45 p.m.-Facer Gravel Rezone; September 8, 2009 – 6:00 p.m.-Dispose of Surplus Property-Parcel No. 071450050; September 8, 2009 – 6:15 p.m.-Ruby Pipeline Rezone. Yeates seconded the motion. The vote was unanimous, 7-0.

BOARD OF EQUALIZATION

THE COUNCIL CONVENED AS A BOARD OF EQUALIZATION.

- **Approval of IHC Findings of Fact** – Council member White asked how the county knows which portion of IHC holdings are tax exempt? Vice Chairman Zilles explained that land holdings are usually tax exempt. Buildings adjacent to the hospital that are leased to others are not tax exempt.

(Attachment 1)

ACTION: Motion by Vice Chairman Zilles to approve the IHC Findings of Fact. Robison seconded the motion. The vote was unanimous, 7-0.

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

THE COUNCIL ADJOURNED FROM THE BOARD OF EQUALIZATION

PENDING ACTION

- Final Plat Approval – Red Fox Subdivision** – Chairman Petersen explained that this item was initiated at the July 14, 2009 Council meeting, but had concerns and was returned to Planning & Zoning staff. Leslie Mascaro, Cache County Planner, said the Council asked that a note be placed on the plat concerning possible septic problems. Mascaro read the note that will be placed on the Red Fox Subdivision plat warning of possible septic problems.

(Attachment 2)

ACTION: Motion by Council member Buttars to approve the Final Plat for Red Fox Subdivision with the proposed warning note on the plat. White seconded the motion. The motion passed, 6 aye – Buttars, Chambers, Petersen, Robison, White & Yeates and 1 abstention – Zilles.

- Approval – Cache County Agreement by Clancy Systems International for Parking Lot Enforcement** – Executive Lemon observed that this was previously discussed and he recommends approving a one-year agreement for enforcement of the 2-hour parking areas only and no booting. Enforcement will be between 8:00 a.m. and 5:00 p.m. The county can review the agreement in one year and modify it as desired. In response to Council member Buttars' question of how the company's time will be allocated between Logan City and Cache County, Lemon said he did not know.

(Attachment 3)

ACTION: Motion by Council member Yeates to authorize Executive Lemon to sign the agreement with Clancy Systems International, Inc. for the Privation of Public Parking Management and Parking Citation Collection Services. Buttars seconded the motion. The vote was unanimous, 7-0.

- Approval – 200 East Road Project** – Jeff Jorgensen and Lance Anderson reviewed the proposed changes on the project including a change from concrete to compacted gravel for the sidewalk/trail.

Tape 1, Side B

Lemon said approximately \$900,000.00 will have been collected in Road Fund monies by the end of July and reminded the Council they had discussed borrowing from the Class B road funds which could be paid back by 2010.

Chairman Petersen expressed concern that North Logan is not contributing more funding for the project.

Vice Chairman Zilles stated now is the time to get the project going because of lower costs.

Executive Lemon agreed now is a good time for building roads.

Anderson said the Federal people and UDOT met this morning and will contact Anderson about the possibility that all the right-of-way contribution and purchase may be a soft flexible match for funds.

(Attachment 4)

ACTION: Motion by Vice Chairman Zilles to approve North Logan City's request for the 200 East road project funding as follows: Cache County will contribute up to \$2,900,251.00 with the provision that if the actual cost is less than \$3,512,293.00, all of that savings will come out of Cache County's share. Chambers seconded the motion. The motion passed, 5 aye – Buttars, Chambers, Robison, White & Zilles and 2 nay – Petersen & Yeates.

INITIAL PROPOSAL FOR CONSIDERATION

- **Resolution No. 2009-23 – Adjustments in Fees for Cache County Fairgrounds** – Clerk Zollinger observed that the Fair Board met some time ago and agreed on the adjustments.

(Attachment 5)

ACTION: Motion by Council member White to waive the rules and approve Resolution No. 2009-23-A Resolution Amending and Setting Forth the Fee Schedule for the Cache County Fairgrounds. Robison seconded the motion. The vote was unanimous, 7-0.

- **Appointment – Council Representative to Utah Festival Opera Company Board** – Chairman Petersen recommended Ron Godfrey as the Council representative to the Utah Festival Opera Company Board.

ACTION: Motion by Council member Yeates to approve the recommended appointment of Ron Godfrey as the Cache County Council representative to the Utah Festival Opera Company Board. Chambers seconded the motion. The vote was unanimous, 7-0.

OTHER BUSINESS

- ✓ **Council Summer Party** – Thursday, August 13, 2009 at 6:30 p.m.

COUNCIL MEMBER REPORTS

Jon White indicated that he checked into his concern that the Smithfield ambulance was responding to a call in the south end of the valley and reported that it was not an ambulance from Smithfield, but one from Logan.

Cache County Council
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White noted that Bob Fotheringham's assistant is a half-time position and she will be graduating and will probably want to go full time and asked the Council to think about that possibility.

The weed department received a grant for Medusa Head Rye weed through a federal agency doing research out of Oregon.

White asked that a discussion on greenbelt and rollback taxes be placed on a future agenda with Assessor Kathleen Howell invited as well.

Jill Zollinger asked the Council if anyone wanted to ride in the wagon at the Saturday night rodeo? No Council members will be in attendance.

ADJOURNMENT

The Council meeting adjourned at 6:32 p.m.

ATTEST: Jill N. Zollinger
County Clerk

APPROVAL: H. Craig Petersen
Chairman

BEFORE THE BOARD OF EQUALIZATION
OF CACHE COUNTY

IN RE: The matter of the Application)
for exemption from property)
taxation of IHC SERVICES, INC.,)
for the LOGAN REGIONAL)
HOSPITAL)

FINDINGS AND DETERMINATION
FOR TAX YEAR 2009

This matter came before the Board of Equalization of Cache County, Utah on May 7, 2009 on the verified application for property tax exemption submitted by IHC HEALTH SERVICES, INC., for the LOGAN REGIONAL HOSPITAL.

FINDINGS

Based upon the verified application and matters presented to the Board of Equalization at its hearing on May 7, 2009 and other materials presented to it, the Board of Equalization finds that:

1. IHC HEALTH SERVICES, INC., is the owner of record of the Logan Regional Hospital which is located on the real property described in the attached "Exhibit A" and other parcels of property described therein.
2. Gordon A. Zilles, a member of the Board of Equalization, met with the owner's representatives on May 7, 2009 and reviewed the application of the owners and relevant facts and standards. The County Auditor, Tamra Stones and County Assessor, Kathleen Howell, attended also to clarify real and personal property

issues.

3. It was recommended that some exemption be granted to the applicant for the Tax Year 2009 on the basis that IHC HEALTH SERVICES, INC., and the Logan Regional Hospital property qualify for exemption from the property tax under Standards I, II, III, IV, V, and VI as promulgated by the Utah State Tax Commission on December 18, 1990, and as delineated by the Utah Supreme Court in its decision dated September 1, 1994, in a case appealed to that Court by the Cache County Assessor and the Salt Lake County Assessor from decisions of the Board of Equalization of their respective counties.
4. The assessor has created shadow parcel numbers which reflect the taxable portion of the properties within the hospital campus. The original parcel numbers reflect the total market value attributable to that particular parcel. Refer to the "Exhibit A" for a complete parcel list.
5. The Board of Equalization in a public meeting held July 28, 2009 , upon lawful notice, met and approved the amended requests for tax exemption as contained in these findings.

DETERMINATION

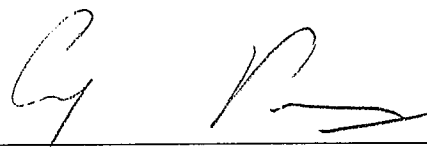
The Board of Equalization of Cache County, Utah, determines that:

IHC HEALTH SERVICES, INC., is hereby granted an exemption from property taxes for portions of the real property described in the attached "Exhibit A" which is used for the Logan Regional Hospital, its Medical Office Building-Surgical Center, its Home Health Agency, its Day Care Center and the personal property listed therein for the Tax Year 2009.

The foregoing findings were approved by the following votes by the members of the Board of Equalization on July 28, 2009.

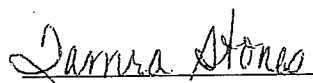
<u>COUNCIL MEMBER</u>	<u>IN FAVOR</u>	<u>AGAINST</u>	<u>ABSENT</u>
Craig "W" Buttars	X		
S. Brian Chambers	X		
H. Craig Petersen	X		
Kathy Robison	X		
Jon White	X		
Cory Yeates	X		
Gordon A. Zilles	X		

These findings and determination are approved as written this 28th day of July, 2009.



H. Craig Petersen, Chairman Board of Equalization

Attested To:

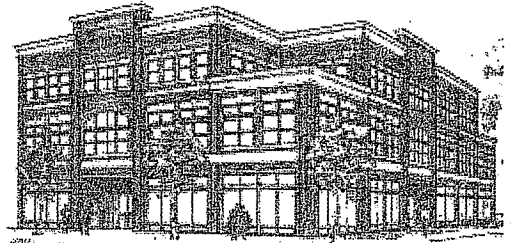


Tamra Stones, Clerk of Board of Equalization

Real Property Parcel Number	Ownership	Use	acreage	Market Value	Exempt %	Taxable Value	Prior Year Tax Rate	Maximum Estimated Tax	cross reference info: Taxable Parcel number	Taxable %	Real Property Taxable value	Personal Property Market Value	EXEMPT BASIS STD STANDARDS
05-016-0018	HHC Hospitals Inc - expansion land	Land-Agricultural 18th-20th N 40 ac. 41 (Greenfield) (Market value = \$4,000,000.)	40	4,000,000	0.00%	23,600	0.011720	\$ 276,539		100%	4,000,000		ABCDS
05-016-0020	HHC Hospitals Inc - Div Care Center	Div Care Center/ for benefit of Hospital employees	0.97	888,580	100.00%	exempt				0%	-		ABCDS
05-016-0023	HHC Hospitals Inc	Hospital Land		41,985,118	100.00%	exempt				0%	-		ABCDE
05-016-0029	HHC Hospitals Inc (Center)	Medical Arts/Surgical Center. Tax Exempt - This parcel is a parent parcel disclosing total market value of this Medical Office Bldg, Surgical Center	0.33	5,680,935	54.00%	3,067,705				46%	2,613,230		ABCDE
05-016-0033	HHC Hospitals Inc	Hospital parking (Market Value: 285,000)	2.06	1,285,500	100.00%	exempt				0%	-		ABCDE
05-016-0036	HHC Hospitals Incorporated (Home Health Agency acquired 11/19/95)	HHC Hospitals Incorporated - Unit G Logan Medical Center Condominiums		168,061	100.00%	exempt				0%	-		
05-016-0091	HHC Health Services Inc (Logan Medical Center)	Condo 650 E. 1400 N. # K1 Leasing to Cache Valley Comm. Health Center		98,400	100.00%	exempt	0.011720	\$ 1,153,235		0%	-		
05-016-0092	HHC Health Services Inc (Logan Medical Center)	Condo 650 E. 1400 N. # K2 Leasing to Cache Valley Comm. Health Center		107,275	0.00%	107,275	0.011720	\$ 1,257,246		0%	-		
05-016-0093	HHC Health Services Inc (Logan Medical Center)	Condo - 650 E. 1400 N. # L		131,586	0.00%	151,586	0.011720	\$ 1,716,600		100%	151,586		
05-016-0094	HHC Health Services Inc (Logan Medical Center)	Condo - 650 E. 1400 N. # M		143,270	0.00%	143,270	0.011720	\$ 1,679,112		100%	143,270		
05-016-0099	HHC Health Services Inc (Logan Medical Center)	CLINIC - 550 E. 1400 N. # 5		132,272	0.00%	152,575	0.011720	\$ 1,788,116		100%	152,575		
05-016-0105	HHC Health Services Inc (Logan Medical Center)	Condo - 550 E. 1400 N. # X		190,084	0.00%	190,085	0.011720	\$ 2,227,800		100%	190,084		
05-016-0106	HHC Health Services Inc (Logan Medical Center)	Condo - 550 E. 1400 N. # Y		202,392	0.00%	202,390	0.011720	\$ 2,372,001		100%	202,392		
05-016-0109	HHC Health Services Inc (Logan Medical Center)	Condo - 550 E. 1400 N. # Z Leasing to Cache Valley Comm. Health Center		549,858	100.00%	549,860	0.011720	\$ 6,444,346		100%	549,858		
05-016-0112	HHC Hospitals Inc (Connector)	Tax Exempt - This parcel is a parent parcel disclosing total market value of the Connector Bldg.	0.14	5,173,070	75.00%	3,679,803				25%	1,293,268		
05-016-0113	HHC Hospitals Inc (Womens Center)	Tax Exempt - This parcel is a parent parcel disclosing total market value of the Womens Center.	2.61	29,654,777	85.00%	25,206,560				15%	4,448,217		
05-016-0114	HHC Hospitals Inc (Center)	Tax Exempt - This parcel is a parent parcel disclosing total market value of the Center.	1.95	3,994,244	74.00%	2,955,741				26%	1,038,509		
Below are the (shaded) parcels disclosing the amount of value attributable to the "for profit" (taxable) portions of the Hospital complex													
Real Property Parcel Number	Ownership	Use	acreage	Market Value	Market Value if stated % of parcel	Taxable Value	Prior Year Tax Rate	Maximum Estimated Tax	cross reference info: Parent Parcel number	Taxable %	Real Property Taxable value	Personal Property Market Value	EXEMPT BASIS STD STANDARDS
05-016-0018	HHC Hospitals Inc (Connector)	This is a shadow parcel. It discloses the Taxable portion of the Medical Arts Bldg.	0.33	2,613,230		2,613,230	0.011720	\$ 30,627,06	05-016-0029	54%	5,680,935		ABCDE
05-016-0020	HHC Hospitals Inc (Connector)	This is a shadow parcel. It discloses the Taxable portion of the Connector Bldg & Hospital Land. (Connects parts of the hospital and other facilities).	0.14	1,293,268		1,293,268	0.011720	\$ 15,197,110	05-016-0112	75%	3,879,803		ABCDE
05-016-0023	HHC Hospitals Inc (Womens Center)	This is a shadow parcel. It discloses the Taxable portion of the Womens Center 97,179 sq. ft.	2.61	4,448,217	15.00%	4,448,217	0.011720	\$ 52,133,110	05-016-0113	85%	23,206,560		ABCDE
05-016-0029	HHC Hospitals Inc (Center)	This is a shadow parcel. It discloses the Taxable portion of the Center.	1.95	1,038,503	26.00%	1,298,503	0.011720	\$ 12,171,26	05-016-0114	74%	2,955,741		ABCDE
05-016-0091	Logan Regional Hospital - Personal Property	Logan Regional Hospital - Personal Property only. 2008 estimate only		100,000	100.00%	exempt				100%	-	16,331,551	ABCDES
05-016-0092	Logan Regional Hospital - Personal Property	Logan Regional Hospital - Personal Property only. 2008 estimate only		100,000	100.00%	exempt				100%	-		ABCDES
05-016-0093	Logan Regional Hospital - Personal Property	Logan Regional Hospital - Personal Property only. 2008 estimate only		100,000	100.00%	exempt				100%	-		ABCDES
05-016-0094	Logan Regional Hospital - Personal Property	Logan Regional Hospital - Personal Property only. 2008 estimate only		100,000	100.00%	exempt				100%	-		ABCDES
05-016-0099	Logan Regional Hospital - Personal Property	Logan Regional Hospital - Personal Property only. 2008 estimate only		100,000	100.00%	exempt				100%	-		ABCDES
05-016-0105	Logan Regional Hospital - Personal Property	Logan Regional Hospital - Personal Property only. 2008 estimate only		100,000	100.00%	exempt				100%	-		ABCDES
05-016-0106	Logan Regional Hospital - Personal Property	Logan Regional Hospital - Personal Property only. 2008 estimate only		100,000	100.00%	exempt				100%	-		ABCDES
05-016-0109	Logan Regional Hospital - Personal Property	Logan Regional Hospital - Personal Property only. 2008 estimate only		100,000	100.00%	exempt				100%	-		ABCDES
05-016-0112	Logan Regional Hospital - Personal Property	Logan Regional Hospital - Personal Property only. 2008 estimate only		100,000	100.00%	exempt				100%	-		ABCDES
05-016-0113	Logan Regional Hospital - Personal Property	Logan Regional Hospital - Personal Property only. 2008 estimate only		100,000	100.00%	exempt				100%	-		ABCDES
05-016-0114	Logan Regional Hospital - Personal Property	Logan Regional Hospital - Personal Property only. 2008 estimate only		100,000	100.00%	exempt				100%	-		ABCDES

LEGEND - EXEMPTION BASIS
 A = INDIGENT CARE
 B = COMMUNITY ED SERVICE
 C = MEDICAL DISCOUNTS
 D = DONATIONS OF TIME
 E = DONATIONS OF MONEY
 F = MEDICAL DISCOUNTS
 G = SATELLITE
 Parent Parcels with total market value
 \$ 128,053.08

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>5/06/2009</u>	Received By: <u>JIS</u>	Receipt Number: <u>4403</u>	Application Number: <u>FD. \$900 + \$500 deposit</u>
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PROJECT INFORMATION

REQUEST TYPE 38 lot subdivision
 PROJECT NAME Red Fox Subdivision
 PROJECT ADDRESS 5400 W 2000 S
Mendon, Utah
 SERIAL NUMBER(S) 11-033-0016
 ZONE A9

AGENT/OWNER INFORMATION

AGENT NAME _____
 ADDRESS _____
 TELEPHONE (DAY) _____ (CELL) _____

OWNER NAME Douglas L. + Claudia Larson
 ADDRESS 2827 S. 5900 W.
Mendon, Ut. 84325
 TELEPHONE (DAY) 752-9300 (CELL) 770-5960

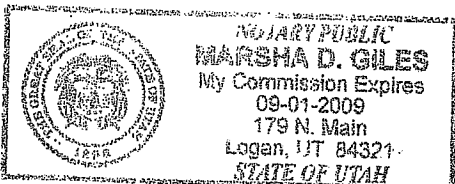
PROJECT LOCATION South of Mendon.

State of Utah)

County of Cache)

On this 29 day of April, 2009, personally appeared before me, Douglas L. Larson, 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 Douglas L. Larson
(Property Owner or Agent)

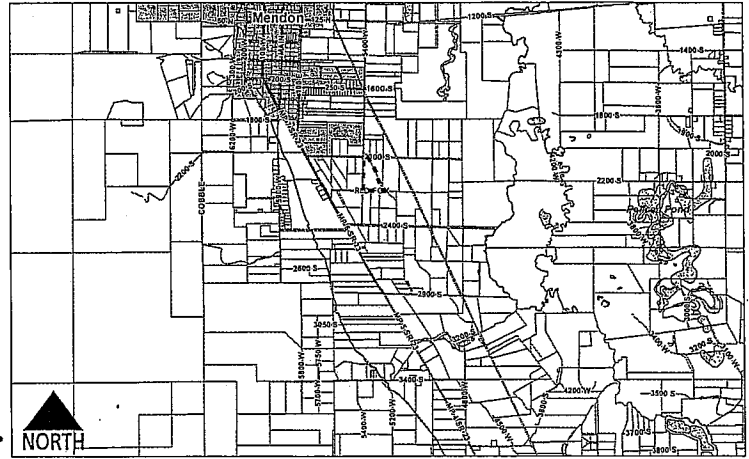


Marsha D. Giles
Notary Public

**CACHE COUNTY CORPORATION
DEVELOPMENT SERVICES DEPARTMENT**

Project Name: **Red Fox Subdivision**
Agent: Doug Larsen
Request: 3-Lot Subdivision
Type of Action: Recommend to County Council
Current Zoning: Agricultural (A)
Project Address: 5400 West 2000 South
Staff Recommendation: Approval with Conditions
Tax ID: 11-033-0016
Surrounding Uses: North – Agriculture/Residential
South – Agriculture/Residential
East – Agricultural
West – Agriculture

Reviewed by: Jay Baker, Countywide Planner 



PURPOSE: To recommend approval of the preliminary and final plat for the Red Fox Subdivision to the Cache County Council.

PROJECT SUMMARY

The subdivision is located approximately 0.7 miles southeast of Mendon City in the Agricultural Zone.

Access:

- Access from 5400 West is adequate. The County Road is a 24-foot wide paved surface.

Water & Septic:

- Adequate, approved, domestic water rights will be in place at the time of final plat recordation.
- A very shallow water table in this area has necessitated extensive study and engineering in relation to septic systems and drainage.
- The Bear River Health Department has conducted water table monitoring on a subsurface drainage system at this site for the past year. Based on the results of the monitoring the two lots will require lifted drainfields that are installed in soil fill. The soil fill will be constructed following a plan stamped by a certified engineer.
- Additional subsurface drainage and water table monitoring will be required as the lots are developed.

Service Provision:

- Access for fire protection from Mendon City is adequate. Fire tenders are 1.7 miles from the area.
- Garbage collection service will be on County Road 5400 West. Residents will provide sufficient space along the side of the road for containers.

ADDITIONAL INFORMATION

Please see the attached memos from the Bear River Health Department regarding septic systems. The groundwater in this area is very shallow. Staff is concerned that engineering a septic system above the natural grad in fill material could be problematic. If the depth of the groundwater decreases due to above average precipitation the septic systems may still fail rendering the homes unlivable.

STAFF DETERMINATION

It is staff's determination that the Red Fox Subdivision, a three (3) lot subdivision for property located at approximately 5400 West 2000 South (Mendon) TIN# 11-033-0016, 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 Red Fox 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 Red Fox 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 Red Fox Subdivision conforms to the Preliminary plat requirements of §16.03.030 Cache County Subdivision Ordinance.
4. Red Fox Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. County Road 5400 West, the road that provides access to the subject property, has an adequate capacity, or suitable level of service, for the proposed level of development.

CONDITIONS OF APPROVAL

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

1. Prior to final plat recordation adequate, approved, domestic 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. All septic systems shall comply with the engineering and monitoring required by the Bear River Health Department.
4. No sub-grade construction shall be allowed.
5. The applicant shall construct a gravel pad for placement of refuse and recycle containers.
6. The final plat shall contain a disclosure regarding the shallow ground water on the property.



1 *Clements* moved to approve the Conditional Use Permit for an accessory apartment for Guy
2 *Jardine*. *Sands* seconded; passed 5, 0.

3
4 5:37:00

5
6 ~~#2 Red Fox Subdivision (Doug Larsen)~~

7
8 **Baker** reviewed Mr. Doug Larsen's request for a 3-lot subdivision on 15.24 acres in the
9 Agricultural Zone Southeast of Mendon. The 3rd lot is for agricultural use only. Bear River
10 Health Department (BRHD) has monitored the ground for one year due to a high water table.
11 The two building lots will require lifted drain fields that are installed in soil fill. The soil fill will
12 be constructed following a plan prepared and stamped by a certified engineer.

13
14 **Nelson** Mr. Larsen, do you understand the septic?

15
16 **Mr. Doug Larsen** not completely. When I talked to them during monitoring, lot 1 was a little
17 bit wetter than lot 2 and there was no problems with lot 2. I did understand there would need to
18 be soil brought in to cover the drain for lot 1, but not the whole line.

19
20 **Baker** staff doesn't know the exact details but essentially you need to follow whatever the
21 engineered plans dictate.

22
23 **Mr. Larsen** I do understand about the fill and that an engineer would need to look at it.

24
25 **Erickson** the two adjacent lots were monitored, why those instead of all the lots?

26
27 **Mr. Larsen** we were curious on lot 3 that if the drain was put around lots 1 and 2 how it would
28 affect lot 3.

29
30 **Baker** the third lot is only for agriculture.

31
32 **Mr. Larsen** right now it is agriculture, but maybe in the future it will be turned into a building
33 lot.

34
35 **Nelson** I suggest you learn about how the septic is to work so you can tell buyers.

36
37 **Mr. Larsen** yes, Cartwright Engineering designed the drainage around the property and he was
38 willing to design the septic systems for future property owners.

39
40 **Larson** have you talked to the homeowners to the north?

41
42 **Mr. Larsen** I haven't. I don't know if they have had problems with water or not.

43
44 **Larson** yes they have. I'd like to see if we could issue a warning about the high water table to
45 the buyers.

46
47 **Runhaar** we can look at putting it on the plat.

1
2 **Larson** I just want a caution for someone not familiar with the area.

3
4 **Mr. Larsen** there are other alternatives for the septic systems and maybe the county can show
5 that.

6
7 **Sands** I agree there are alternative options but the BRHD has to sign off and they are not willing
8 to do that.

9
10 **Clements** moved to recommend approval of the Red Fox 3-lot Subdivision to the County Council
11 with the recommended findings of fact and stipulations including a condition that a note
12 regarding the shallow water table be placed on the plat. **Larson** seconded; passed 5, 0.

13
14 **FINDINGS OF FACT:**

- 15 1. The Red Fox Subdivision has been revised and amended by the conditions of project approval to address the issues and concerns raised
16 within the public and administrative records.
17 2. The Red Fox Subdivision has been revised and amended by the conditions of project approval to conform to the requirements of Titles 16
18 and 17 of the Cache County Code and the requirements of various departments and agencies.
19 3. The Red Fox Subdivision conforms to the Preliminary plat requirements of §16.03.030 Cache County Subdivision Ordinance.
20 4. Red Fox Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area
21 properties.
22 5. County Road 5400 West, the road that provides access to the subject property, has an adequate capacity, or suitable level of service, for the
23 proposed level of development.

24
25 **CONDITIONS OF APPROVAL**

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

- 28 1. Prior to final plat recordation adequate, approved, domestic water rights shall be in place.
29 2. Prior to final plat recordation the proponent shall meet all applicable standards of the Cache County Ordinance.
30 3. All septic systems shall comply with the engineering and monitoring required by the Bear River Health Department.
31 4. No sub-grade construction shall be allowed.
32 5. The applicant shall construct a gravel pad for placement of refuse and recycle containers.
33 6. The final plat shall contain a disclosure regarding the shallow ground water on the property.

34
35 5:51:00

36
37 **Staff Reports**

38
39 **Runhaar** we have a request from Mr. Burris regarding the Spring Ridge Estates. Phase 1 has 2
40 lots that have sold and 1 is under contract. Mr. Burris is asking for a change on the subdivision
41 layout. The lot sizes would be reduced from between 5 and 6 acres to between 1 and 1.5 acre
42 lots and there would be the same number of lots. This would also change the road length. The
43 reason for the change is because the current water system will not support a 5-acre lot. We are
44 not concerned about any legal challenge for amending the subdivision.

45
46 **Clements** there were 39 lots originally?

47
48 **Runhaar** yes, but we are looking at a phase. They are taking out 18 lots at 5 to 6 acres and
49 replacing them with 18 lots of 1 to 1.5 acres. The rest of the acreage would be dry farm.

May 14, 2008

Cache County Planning and Zoning
179 North Main
Logan, UT

RE: subdivision at Approximately 2000 S 5400 W, Cache County, Utah, Parcel number 11-033-0016

To Whom It May Concern:

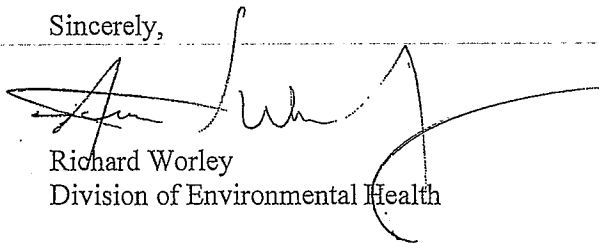
A subsurface drainage system was installed on part of the above referenced property. This letter is in response to water table monitoring that has been completed in the area of the drainage system for **Doug Larsen**.

The health department conducted water table monitoring for two adjacent lots on the property from December, 2008 through April, 2009. Based on the water table results, the two lots will require lifted drainfields that are installed in soil fill. The amount of soil fill will be determined by the licensed engineer and is to be based on the water table monitoring data supplied by the health department. The soil fill is to be constructed following the construction notes outlined in the engineered plan stamped by Phillip T. Pack on 5/13/2008.

Before construction begins, a septic permit will need to be obtained from this office for the two lots. Final approval will be given only after an on-site inspection of the completed project and prior to the accomplishment of any backfilling.

Subsurface drainage and water table monitoring will need to be completed on additional lots as part of this subdivision when they are to be developed.

Sincerely,



Richard Worley
Division of Environmental Health

Copies: Doug Larsen
Cartwright Consulting engineers



Executive Director - Lloyd C. Berentzen, M.B.A.
 Deputy Director - Todd Barson
 Deputy Director - Edward H. Redd, M.D.

Environmental Health Division
 Division Director - Joel B. Hoyt, L.E.H.S.
www.brhd.org

May 28, 2008

Cache County Planning and Zoning
 179 North Main
 Logan, UT 84321

To Whom It May Concern:

This letter is in response to a proposed subdivision for **Doug Larsen**. Soil and groundwater conditions have been investigated. The soil is poorly drained with the depth to water table normally at 10 to 30 inches. It is determined that the proposed lots can only be made feasible for onsite wastewater disposal with an engineered subgrade drainage system and engineered soil fill.

It must be understood that feasibility is based on engineering under hypothetical or ideal circumstances and not actuality. For this reason the health department will require short term (1 year) monitoring after the drainage system is installed to assure the system will meet the design criteria. It is recommended that no building construction occur until monitoring is completed. It must also be understood that short term monitoring does not guarantee against potential long term problems should the subgrade drainage system be subject to a larger volume of groundwater.

The engineered plan is the only guarantee that septic systems will function and meet the groundwater requirements for both the short term (if building construction occurs before monitoring is completed) and the long term. For this reason, the responsible licensed engineer is to be held liable for septic system repairs should the subgrade drainage system fail to meet the design criteria in the engineered plan.

The engineered subgrade drainage system plan from Cartwright Consulting Engineers stamped on May 13, 2008 has been reviewed by this office. In areas where it will be required to lift septic drainfields with soil fill, additional percolation testing will be required along with engineered drainfield designs by the licensed engineer before septic system permits will be issued. The amount of soil fill is to be sufficient to allow for septic drainfield minimum setback distances and replacement areas.

Each lot will require a shallow drainfield with trench depth limited to 10 inches below natural grade. A lift pump will be required for below grade plumbing. Potable water will be provided to each lot by private wells. The placement of each well is critical so as to provide the required 100 foot protection zone around the well. The perimeter of the subdivision will need to be protected from flood irrigation of adjacent properties.

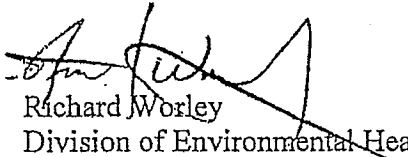
Page 2

Cache County Planning and Zoning
May 28, 2008

The engineered plan construction notes, allowed septic areas, and subgrade drainage areas are to be recorded on the final plat. It is important that the subgrade drainage system is maintained so it will function properly over the long term to protect septic system drainfield areas. Each on-site individual wastewater disposal system is to be installed in accordance with R317-4, Utah Administrative Code, Onsite Wastewater Systems Rule. Before installation begins, a septic permit will need to be obtained from this office. Final approval will be given only after an on-site inspection of the completed project and prior to the accomplishment of any backfilling.

Please be advised that feasibility status may change, if it is determined that the information on which it is based is either incorrect or incomplete.

Sincerely,



Richard Worley
Division of Environmental Health

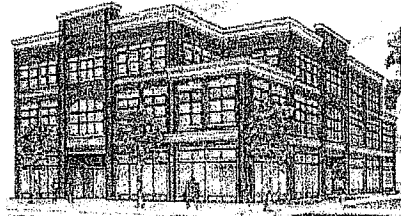
Copies: Doug Larsen
Cartwright Consulting engineers

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



Red Fox Subdivision Plat Note

The Bear River Health Department has determined that this area is located within a shallow water table. Extensive study and engineering was conducted between 2008 & 2009 regarding septic systems and drainage. The results indicated these two lots will require lifted drain fields installed in soil fill. Please be advised that feasibility status may change, if it is determined that the information on which it is based is either incorrect or incomplete. Further, be advised that the lifted drain fields may be adversely impacted if water tables in the area rise.

Cache County, UT
Contractual Services Agreement
with Clancy Systems International, Inc.
for the
Privatization of Public Parking Management and Parking
Citation Collection Services

This Agreement made and entered into this 28th day of July, 2009 by and between Cache County, Utah (hereinafter referred to as "County") and Clancy Systems International, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH

Whereas, County has elected to outsource its public parking management, parking citation issuance, parking citation processing, and parking citation collections; and

Whereas, the Contractor is in the business of providing a complete privatization program for public parking management ;

Now, therefore, in consideration of mutual covenants, promises and agreements herein set forth, it is agreed as follows:

Section 1. Contractor Duties

Contractor shall provide all services, functions and duties for the privatization of public parking management and parking citation collection for County. The necessary service, functions and duties shall include, but not be limited to, the following:

- A. Managing the operations of County public parking management, parking citation issuance, enforcement, and parking related collections.
- B. Contractor shall have a location in order to conduct a County based business. Contractor shall be licensed to do business in the County.
- C. Interfacing with County in addressing concerns regarding the functions and duties of Contractor.
- D. Providing system hardware, including, but not limited to, system computers and network (PC based LAN system), parking citation issuance hardware, printers, scanners, cameras, other office equipment as required, and radio communications.
- E. Providing system software that shall assist in parking citation issuance, parking citation processing, parking citation collections, interface with Department of Motor Vehicle Records, and all other software as required by County.
- F. Interfacing with other agencies as required, including, but not limited to, the police department, towing contractors, Bankruptcy System, and Personal Property System.
- G. Providing supplies, including, but not limited to, parking citations, envelopes, paper, noticing stationary and envelopes, peripherals and supplies for

hardware, uniforms, postage, power supplies, batteries, and other items as required.

- H. Providing telephone equipment and services, including, but not limited to, telephones fax machines, local and long distance telephone service, and Internet connection access.
- I. Processing the semi-monthly payroll and payment of taxes, including, but not limited to, payroll taxes, personal property tax, sales/use tax, and local employment taxes.
- J. Preparing cash flow reports showing monies collected and dispersed, and cash projections.
- K. As most of the above items are already in place for the City of Logan, a proration of expenses shall be based on the amount of time allocated to County activity.
- L. Preparing reports as requested by the County regarding payment history, listing of parking citations by debtor and parking citation number, and status reports on the collection process.

Section 2. County Duties

A. Fines/parking fees

County agrees to use the same parking fine/parking fee as the City of Logan. Contractor is in agreement for the contract period.

B. Revenues

County shall receive net revenues according to the revenue schedule identified in Section 4 herein. Net revenues are defined as gross revenues minus costs (including, but not limited to, salaries, taxes, insurance, hardware, software, supplies, parking citations, envelopes, postage, meter related items, vehicles, telephones, taxes, rent, and other related costs).

Section 3. Term.

The term of this Agreement shall be for one (1) year commencing on the 1st day of August, 2009 and ending on the 31st day of July, 2010. At the end of the first year term, the project will be subject to evaluation by County and the Contractor and renewal period, if any, shall be decided after the evaluation. This Agreement may be extended or renewed by written notice from the county. Contractor acknowledges that this Agreement is for the limited purpose of providing contractual services for the privatization of public parking management and parking citation collection services for the benefit of County as described in Section 1.

Section 4. Payment

A. Payment Schedule

Payments

Revenue sources include the revenue from parking citation issuance, backlog collections, parking related permit sales, and meter collections (if applicable). The monthly sum shall be paid to County by the 20th day of each month for previous month end close.

County shall receive fifty percent (50%) and the Contractor shall receive fifty percent (50%) of the revenue less the associated costs.

All reports and reconciliation shall be available to County Auditor and County Treasurer at all times to verify payment amounts. These payments will commence once the guarantee amount has been surpassed.

At time of cancellation or non-renewal of this Agreement, all unpaid parking citations remain collectable by the Contractor under the terms of this contract. Payments received for collection of these parking citations shall be subject to the revenue split described in this Section.

B. Payment and Ownership of Equipment

Equipment purchased during the term of this Agreement shall be paid for by the contractor. The Contractor shall not encumber County.

C. Payment for Software

The software licenses and installed software shall be provided for use during the term of this Agreement at no charge to County. Upon cancellation or non-renewal, all software will be removed from the system and shall not be used by County after the term of this Agreement without license payment for use of software.

D. Parking Fee Collection

Parking fee collection shall occur at the Contractor's offices.

Section 5. Hiring of Personnel

A. Employment of Personnel

Contractor shall advertise any employment opportunities in a newspaper that is commonly circulated within County. Contractor shall require that applicants submit employment applications at an on-site location occupied by the Contractor. Contractor shall cooperate with County and use good faith efforts to promote employment participation by County residents during the duration of this Agreement.

For employees hired by Contractor, Contractor shall be responsible for all payroll payments, unemployment tax (state and federal) payments, other payroll taxes, worker's compensation benefits and health insurance for full time employees.

Section 6. Insurance

Contractor shall maintain, during the life of this Agreement, public liability and property damage insurance in the amount not less than \$1,000,000.00 per occurrence. Whenever any duties or functions as required by this Agreement should entail the use of automotive equipment provided by Contractor, Contractor shall maintain during the life

of this Agreement, automotive public liability and property damage insurance in an amount not less than \$1,000,000.00 per occurrence. The insurance policy and/or certificate of insurance shall name County as an additional insured.

Copies of all insurance policies and copies of the certificates of insurance required by the Contractor shall be provided to County upon request.

Section 7. Assignability.

The assignment of this Agreement, in whole or in part, is hereby prohibited by both parties, unless specifically agreed to in writing.

Section 8. Non-discrimination Clause.

The Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their age, race, creed, color, national origin, sex or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

Section 9. Indemnification

Contractor shall indemnify, keep and hold harmless County, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may accrue against County in consequence of this Agreement which may result from it, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising from and incurred in connection with this defense, and if any judgement shall be rendered against County in any action of this type, the Contractor shall, at its own expense, satisfy and discharge the judgment.

Section 10. Supervision and Direction

Contractor will perform its services under the general supervision and direction of the County Executive or other designee of the county.

Section 11. Conflict of Interest

Contractor will ensure that it and persons working on its behalf do not undertake any representation or other relationship that places Contractor or the County in an actual or potential conflict of interest position with any other entity. Contractor will advise the County in writing of any situation that constitutes or appears to constitute an actual or potential conflict of interest immediately upon learning of such a situation and will inform County in writing of corrective courses of action available.

Section 12. Reports - Work Product

Contractor shall provide to County on a monthly basis a report indicating the revenues and expenditures incurred for the prior month. Additionally, Contractor shall provide to County information (i.e. bank statements, names of authorized signers) regarding any financial institution that shall hold any deposits associated with Contractor's services with the County.

Contractor will render, upon request, any report on the status of its contractual services needed by County to comply with an investigation or audit (internal or external in nature) and any other reports with-in thirty (30) days of the written request. All work product materials generated or collected on behalf of County prior to or subsequent to this Agreement in the possession of Contractor or under its control, including, but not limited to, memoranda, pleadings, documents, notes, photographs, inspection reports, investigation reports, ledgers, books, records and other tangible documents and items, and computer stored information are the exclusive property of County and shall not be utilized, sold or shared with any other party except in accordance with specific prior written direction and consent of County.

Section 13. Termination

A. Termination by County

County shall notify Contractor of any defect or deficiency in performance, by written notification as described in Section 15 below. Said written notification shall provide that Contractor has sixty (60) days to cure any defect or deficiency. If Contractor fails to cure properly and satisfactorily any defect or deficiency, County shall send Contractor a thirty (30) day written notice of cancellation and deliver the notice as described in Section 15 below.

County may immediately terminate this Agreement on the grounds of Contractor's violation of any local, state or federal law or Contractor's violation of County policies, procedures or guidelines. Such termination will be effective immediately upon receipt of written notice to Contractor delivered as described in Section 15 below.

County may terminate this Agreement on the grounds of unavailability of funds, or lack of other legally necessary approval or authorization upon sixty (60) days written notice to Contractor delivered as described in Section 15 below.

B. Termination by Contractor

The Contractor shall notify the county of any defect or deficiency in performance, by written notification as described in Section 15 below. Said written notification shall provide that the County has sixty (60) days to cure any defect or deficiency. If County fails to properly and satisfactorily cure defect or deficiency, the Contractor shall send County a thirty (30) day written notice of cancellation delivered as described in Section 15 below.

The Contractor may immediately terminate this Agreement on the grounds of County's violation of any local, state or federal law. Such termination will be effective immediately upon written notice to Contractor delivered as described in Section 15 below.

Section 14. Notice

Any written notice provided for hereto shall be deemed properly mailed and delivered when the same is deposited in the United States mail, properly addressed to the party as described below, and marked "return receipt requested," or by delivery by Federal Express, Airborne or other courier with proof of delivery.

County: Cache County Executive
199 N. Main Street
Logan, Utah 84321

Contractor: President
Clancy Systems International, Inc
2250 So. Oneida St.
Denver, CO 80224

Section 15. Contents of Agreement

It is expressly understood and agreed by the parties hereto that the provisions embodied in this Agreement entitled "Cache County, Utah Contractual Services Agreement with Clancy Systems Intentional, Inc. for the Privatization of Public Parking Management and Parking Citation Collection Services" contain all covenants agreements, obligations, and stipulations agreed upon by the parties and upon execution thereof. This Agreement may be modified or amended at any time by mutual agreement by the parties in writing.

This Agreement shall be executed in duplicate form in which County and the Contractor shall receive an original.

This Agreement shall inure to the benefit of and shall be binding upon Cache County, Utah, the Contractor and their respective successors and assigns, if such assignment has been approved in writing by both parties.

Section 16. Mediation

If a dispute arises out of or relating to this Agreement, or its breach, and if the dispute cannot be settled through direct discussions, Contractor and County agree to first mediate the dispute in an amicable manner by informal mediation.

Section 17. State Law

The terms and conditions of this contract shall be governed by Utah State Law. Any references to state law within this document means Utah State Law.

Section 18. Savings Clause

If any provision of this Agreement is subsequently declared by a legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force for the duration of this Agreement.

Consented and agreed to this 28th day of July, 2009.

CACHE COUNTY
199 North Main
Logan, Utah 84321

CLANCY SYSTEMS INTERNATIONAL, INC
2250 So. Oneida Street, #308
Denver, CO 80224

By: _____
M. Lynn Lemon

By: _____
Stanley J. Wolfson

Attest:

Jill N. Zollinger, County Clerk



CACHELANDMARK
ENGINEERS • SURVEYORS • PLANNERS

200 East Project Cost & Funding

Cost Summary

Description	Cost
Engineering	\$ 158,000
Legal, Appraisals	\$ 30,500
Right-of-way	\$610,942
Water & Sewer Utilities (By North Logan)	\$233,101
Street Improvements	\$2,410,688
Contingency 10%	\$ 302,163
Total	\$3,745,394²

Funding Summary

Entity	Description	Cost	%
North Logan	Engineering	\$23,000	0.6
Cache County	Engineering/ Appraisals/ R/W	\$250,000	6.68
North Logan	Utilities, Cont	\$233,101	6.22
North Logan	R/ W Donations ¹	\$103,718	2.77
North Logan	R/ W Cash Contributions ¹	\$235,324	6.28
Cache County	Street, R/W, Cont ¹	\$ 2,900,251 ²	77.45
Total		\$3,745,394	

1—Final R/W acquisitions numbers will depend on final agreements with landowners. North Logan donation could go up and the money required by the County would decrease. Final agreements will be finalized upon County approval of funds and before construction begins.

2—The cost saving of the 10' sidewalk to a 6" gravel trail is \$ 60,000.

Cache County Fairgrounds
Rate Schedule

<u>Facility</u>	<u>Fee</u>	<u>Units</u>	<u>Deposit Amount</u>
Cache Arena w/livestock or motorized vehicles	\$ 45.00	Hourly	\$ 500.00
Cache Arena w/o livestock or motorized vehicles	35.00	Hourly	250.00
Cache Arena w/livestock or motorized vehicles	400.00	Daily	500.00
Cache Arena w/o livestock or motorized vehicles	200.00	Daily	250.00
Outdoor Arena w/ livestock or motorized vehicles	45.00	Hourly	500.00
Outdoor Arena w/o livestock or motorized vehicles	35.00	Hourly	250.00
Outdoor Arena w/ livestock or motorized vehicles	450.00	Daily	500.00
Outdoor Arena w/o livestock or motorized vehicles	200.00	Daily	250.00
Working Arena	20.00	Hourly	
Arena Riding Pass (Family-Season)	80.00	Seasonal	
Arena Riding Pass (Family-Annual)	110.00	Yearly	
Arena Riding Pass (Individual - Season)	55.00	Seasonal	
Arena Riding Pass (Individual - Family)	80.00	Yearly	
Arena Riding Pass Daily	10.00	Daily	
Bowery	40.00	Daily	100.00
4-H Building	100.00	Daily	250.00
Community Arts	100.00	Daily	250.00
Cow Barn			
Home Arts	100.00	Daily	250.00
Pavilion	100.00	Daily	250.00
Pig Barn			
Rabbit Barn			
Boardwalk Concessions	100.00	Daily	250.00
Grand Stand Concessions (Fee depends on size of group)	100/300	Daily	300.00
Millburger Concessions	300.00	Daily	300.00
Pit Stop Concessions	300.00	Daily	300.00
Green Space	75.00	Daily	250.00
Horse Stall & Corral Rental	75.00	Monthly	100.00
Bleachers (Each Set, 8 Sets Available)	15.00	Daily	200.00
Portable Stage (add \$400 for setup)	250.00	Daily	500.00
RV Dump	5.00	Per Dump	
Camping	15.00	Nightly	
Overnight Horse Stall Rent	15.00	Nightly	
Sheriff Security Fee (Determined by provider)			
Staff Fee	35.00	Hourly	
Grader w/ operator (per state contract)	135.00	Hourly	
Tank Truck w/ operator (per state contract)	95.00	Hourly	

RESOLUTION NO. 2009- 23

A RESOLUTION AMENDING AND SETTING FORTH THE FEE SCHEDULE FOR THE CACHE COUNTY FAIRGROUNDS

The County Council of Cache County, Utah, in a regular meeting , lawful notice of which has been given, finds that it is appropriate, necessary and in the best interests of the citizens of Cache County to amend and set a fee schedule for the Cache County Fairgrounds.

NOW THEREFORE, the Cache County Council hereby adopts the following fee schedule:

Section 1: Cache County Fairgrounds Amended Fees:

1. *Overnight Camping – change from \$12.00 to \$15.00*
2. *Overnight Horse Stall Rent – change from \$12.00 to \$15.00*
3. *Grand Stand Concessions – change from \$300.00 to \$100.00/\$300.00 Daily (fee depends on size of group)*
4. *Boardwalk Concessions – change from \$300.00 to \$100.00 Daily*

Section 2: Cache County Fairgrounds Fee Schedule with amended fees so stated attached hereto as “Exhibit A” and made a part hereof.

Section 3: This resolution shall become effective immediately upon adoption.


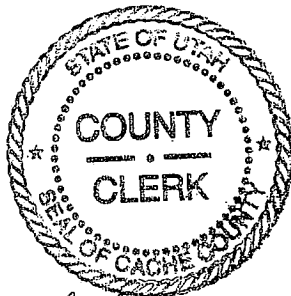
DATED this 28th day of July, 2009.

CACHE COUNTY COUNCIL



H. Craig Petersen, Chairman

ATTEST:


Jill N. Zollinger, County Clerk