

APPROVED

CACHE COUNTY COUNCIL

August 10, 2022 at 5:00 p.m. - Cache County Chamber at 199 North Main, Logan, Utah.

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

MEMBERS PRESENT: Chair Barbara Tidwell, Vice Chair Paul Borup, Councilmember David Erickson, Councilmember Gordon Zilles, Councilmember Nolan Gunnell, Councilmember Gina Worthen, Councilmember Karl Ward

MEMEBERS EXCUSED:

STAFF PRESENT: Executive David Zook, Attorney John Luthy, Clerk/Auditor Jess Bradfield, Treasurer Craig McAllister, Sheriff Chad Jensen, Human Resources Director Amy Adams, Tax Administration Supervisor Dianna Schaeffer, Shawn Milne, Alma Burgess, Bart Nelson

OTHER ATTENDANCE: David Wood, Sandi Goodlander

Council Meeting

1. Call to Order 5:00p.m. – Chair Barbara Tidwell

2. Opening Remarks and Pledge of Allegiance – Councilmember David Erickson [0:31](#)

3. Review and Approval of Agenda APPROVED [3:44](#)

Action: Motion made by Councilmember Karl Ward to approve the agenda; seconded by Councilmember Gina Worthen
Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

4. Review and Approval of Minutes APPROVED (with amendments) [4:04](#)

Action: Motion made by Councilmember Gina Worthen to approve the minutes with amendments; seconded by Councilmember David Erickson [5:45](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

5. Report of the County Executive [6:14](#)

A report from County Executive David Zook.

Councilmember Nolan Gunnell spoke to the agenda. Councilmembers spoke to the agenda [7:32](#).

6. Items of Special Interest

No items of special interest.

7. Department or Committee Reports [43:14](#)

a. General Plan Update – Lauren Ryan, Countywide Planner [43:31](#)

b. Future budget requests [50:29](#)

i. Sheriff's Department

Discussion: Sheriff Chad Jensen spoke [50:42](#). Human Resources Director Amy Adams spoke [1:00:00](#). Attorney John Luthy spoke [1:02:39](#). Councilmembers spoke and asked questions.

Action: Motion made by Councilmember Gordon Zilles to approve an additional full-time maintenance position for the Sheriff's office, and to dissolve the current part-time position when said new full-time position is filled; seconded by Councilmember Gina Worthen [56:45](#) (voted at [1:03:30](#))

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

ii. Fairgrounds and Event Center

Discussion: Bart Esplin spoke [1:06:28](#). Councilmembers spoke [1:12:34](#).

Action: Motion made by Councilmember Gina Worthen to approve a transfer from capital improvements (line 740) to the suicide awareness concert within the Fairground's budget; seconded by Councilmember Gordon Zilles [1:08:58](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

Action: Motion made by Councilmember Gordon Zilles to approve a letter stating that the county will match up to 30% of the federal grant requested by the Fairgrounds, and that the actual source of those moneys from the budget will be determined at a later date; seconded by Councilmember Paul Borup [1:15:54](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

iii. Elections

Discussion: Clerk/Auditor Jess Bradfield spoke [1:24:21](#). Councilmembers and Attorney John Luthy spoke [1:25:31](#).

8. Board of Equalization Matters

9. Public Hearings [29:49](#)

a. Set Public Hearing for August 23, 2022 – Ordinance 2022-27 [29:59](#)

Amending County Code Section 17 to amend requirements of use type 5810 private airport

Discussion: Gina Worthen spoke to the Public Hearing date. Councilmembers spoke. [30:11](#)

Action: Motion made by Councilmember Gina Worthen to set the public hearing for Ordinance 2022-27 for September 13, 2022; seconded by Councilmember Nolan Gunnell [31:15](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

b. Set Public Hearing for September 13, 2022 – Ordinance 2022-28 [31:47](#)

Open Space Bond

Action: Motion made by Councilmember Paul Borup to set a public hearing for Ordinance 2022-28 for September 13, 2022; seconded by Councilmember David Erickson [31:58](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

c. Public Hearing – Ordinance 2022-23 – William Cody Pitcher Rezone [32:19](#)

A request to rezone 16.13 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone located at 7288 North 4800 West, near Amalga

Discussion: Planning Manager Tim Watkins spoke to the ordinance [32:58](#). William Cody Pitcher, owner of the property, spoke to the ordinance [35:26](#).

Action: Motion made by Councilmember Gina Worthen to close the public hearing; seconded by Councilmember David Erickson [35:47](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

d. Public Hearing – Ordinance 2022-24 – Martin Bench Rezone [36:04](#)

A request to rezone 34.06 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone located at 1032 South 7000 West, near Mendon

Discussion: Planning Manager Tim Watkins spoke to the ordinance [36:13](#). Chad Martin, owner of the property, spoke to the ordinance [38:09](#).

Action: Motion made by Councilmember Gina Worthen to close the public hearing; seconded by Councilmember David Erickson [40:48](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

e. Public Hearing – Ordinance 2022-25 – Winnies Properties Rezone [41:04](#)

A request to rezone 35.2 acres from the Agricultural (A10) Zone to the Rural 2 (RU2) Zone located at 3798 West 6800 South, near Wellsville

Discussion: Planning Manager Tim Watkins spoke to the ordinance [41:11](#).

Action: Motion made by Councilmember Nolan Gunnell to close the public hearing; seconded by Councilmember Gordon Zilles [42:55](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

10. Pending Action

No pending action.

11. Initial Proposals for Consideration of Action [1:43:13](#)

a. Ordinance 2022-23 William Cody Pitcher Rezone [1:43:19](#) ATTACHMENT 1

An ordinance amending the County Zoning Map by rezoning 16.13 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone located at 7288 North 4800 West, near Amalga

Action: Motion made by Councilmember David Erickson to waive the rules and approve Ordinance 2022-23; seconded by Councilmember Nolan Gunnell [1:43:37](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

b. Ordinance 2022-24 Martin Bench Rezone [1:44:19](#) ATTACHMENT 2

An ordinance amending the County Zoning Map by rezoning 34.06 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone located at 1032 South 7000 West, near Mendon

Discussion: Planning Manager Tim Watkins spoke to the ordinance [1:44:25](#).

Action: Motion made by Councilmember Gina Worthen to waive the rules and approve Ordinance 2022-24; seconded by Councilmember Nolan Gunnell [1:44:34](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

c. Ordinance 2022-25 Winnies Properties Rezone [1:44:56](#) ATTACHMENT 3

An ordinance amending the County Zoning Map by rezoning 35.2 acres from the Agricultural (A10) Zone to the Rural 2 (RU2) Zone located at 3798 West 6800 South near Wellsville

Action: Motion made by Councilmember David Erickson to waive the rules and deny Ordinance 2022-25; seconded by Councilmember Nolan Gunnell [1:45:04](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

d. Resolution 2022-22 [1:45:35](#) ATTACHMENT 4

A resolution declaring that Cache County will not accept, consider, or grant any application for a property tax deferral under Utah Code § 59-2-1802 before January 1, 2025, unless required to do so by statutory amendment subsequent to the Adoption of this resolution

Discussion: Auditor Dianna Schaeffer spoke to the resolution [1:46:05](#). Councilmembers spoke to the resolution [1:53:56](#). Treasurer Craig McAllister spoke [1:58:32](#).

Action: Motion made by Councilmember Paul Borup to waive the rules and approve Resolution 2022-22; seconded by Councilmember David Erickson [2:03:07](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

e. **Resolution 2022-23** [2:03:47](#) **ATTACHMENT 5**

A resolution to enter into an interlocal cooperation agreement with Nibley City Redevelopment Agency for the purpose of remittance of tax revenue to incentivize development in the agreement area

Discussion: Shawn Milne spoke to the resolution [2:04:07](#). Dianna Schaeffer spoke [2:08:32](#). Councilmembers asked questions.

Action: See item f below.

f. **Resolution 2022-24** **ATTACHMENT 6**

A resolution to enter into an interlocal cooperation agreement with North Logan City Redevelopment Agency for the purpose of remittance of tax revenue to incentivize development in the agreement area

Action: Motion made by Councilmember Karl Ward to waive the rules and to approve Resolution 2022-23 and Resolution 2022-24; seconded by Councilmember Gordon Zilles [2:15:47](#)

Motion passes.

Aye: 7 Barbara Tidwell, David Erickson, Gordon Zilles, Nolan Gunnell, Paul Borup, Gina Worthen, Karl Ward

Nay: 0

12. Other Business [2:16:37](#)

- | | |
|-----------------------------------|---|
| a. Cache County Fair & Rodeo | <i>Wednesday, August 10 – Saturday, August 13, 2022</i> |
| b. Suicide Awareness Concert | <i>Thursday, August 22nd at 5:00 p.m. at the Fairgrounds</i> |
| c. Council Summer Social | <i>Thursday, August 25th at 6:00 p.m. at Gordon's house</i> |
| d. River Heights Apple Day Parade | <i>Saturday, August 27th at 4:00 p.m.</i> |
| e. Employee Summer Party | <i>Thursday, September 1 at 6:00 p.m.</i> |
| f. Wellsville Founders Day Parade | <i>Monday, September 5th at 10:00 a.m.</i> |
| g. USACCC fall conference | <i>September 21- September 22, 2022 at Bryce Canyon</i> |
| h. Cache Cheese & Dairy Festival | <i>Thursday, September 29 – Saturday, October 1, 2022</i> |
| i. USU Homecoming Parade | <i>Saturday, October 8th at 10:00 a.m.</i> |

13. Councilmember Reports [2:22:21](#)

David Erickson – Asked about the policy of removing a name from parcel records.

Gordon Zilles – No report, expressed excitement for the County Fair and Rodeo.

Karl Ward – Informed that he will be absent for the next meeting.

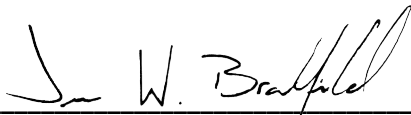
Barbara Tidwell – No report.

Paul Borup – No report.

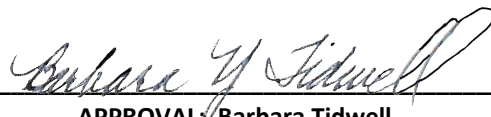
Nolan Gunnell – Spoke of a waste management meeting

Gina Worthen – Spoke regarding proposals to bring holiday fireworks back to the USU stadium.

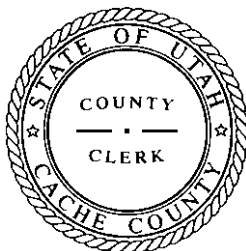
Adjourn: 7:30 PM



ATTEST: Jess W. Bradfield
County Clerk/Auditor



APPROVAL: Barbara Tidwell
Chair



CACHE COUNTY COUNCIL MEETING
AUGUST 9, 2022

ATTACHMENT 1

Ordinance No. 2022-23
Cache County, Utah
William Cody Pitcher Rezone

An ordinance amending the County Zoning Map by rezoning 16.13 acres from the
Agricultural (A10) Zone to the Rural 5 (RU5) Zone

Whereas, the “County Land Use Development and Management Act,” Utah Code Ann. §17-27a-101 et seq., as amended (the “Act”), provides that each county may enact a land use ordinance and a zoning map establishing regulations for land use and development; and

Whereas, pursuant to the Act, the County’s Planning Commission (the “Planning Commission”) shall prepare and recommend to the county’s legislative body, following a public hearing, a proposed land use ordinance and a zoning map, or amendments thereto, that represent the Planning Commission’s recommendations for zoning the area within the county; and

Whereas, the Planning Commission caused notice of a public hearing for the rezone to be posted at least ten (10) days before the date of the public hearing; and

Whereas, on July 7, 2022, the Planning Commission held a public hearing, accepted all comments, and recommended the approval of the proposed amendments to the County Council for final action; and

Whereas, the Act also provides certain procedures for the county legislative body to adopt or reject amendments to the land use ordinance and zoning map for the county; and

Whereas, following proper notice, the County Council held a public hearing on August 9, 2022, to consider any comments regarding the proposed rezone. The County Council accepted all comments; and

Whereas, the Cache County Council has determined that it is both necessary and appropriate for the County to amend and implement this ordinance.

Now, therefore, the County Legislative Body of Cache County ordains as follows:

1. Statutory Authority

The statutory authority for enacting this ordinance is Utah Code Annotated Sections 17-27a Part 1 and Part 3, and 17-53 part 2(1953, as amended to date).

2. Adoption of amended Zoning Map

The County Council hereby amends the County’s Zoning Map to reflect the rezone of the property affected by this ordinance and hereby adopts the amended Zoning Map with the amendment identified as Exhibit B, of which a detailed digital or paper copy is available in the Development Services Department.

3. Conclusions

- A.** The location of the subject property is compatible with the purpose of the Rural 5 (RU5) Zone as identified under §17.08.030[A] of the Cache County Code as it:
- i.** Allows for residential development in a low density pattern that can allow for rural subdivisions and smaller scale agricultural uses.
 - ii.** Does not unreasonably impede adjacent agricultural uses, nor unreasonably conflict with the development standards of adjacent communities.
 - iii.** The property is appropriately served by a suitable public road, 4800 West, has access to necessary water and utilities, and adequate provision of public services.

4. Prior ordinances, resolutions, policies, and actions superseded

This ordinance amends and supersedes the Zoning Map of Cache County, and all prior ordinances, resolutions, policies, and actions of the Cache County Council to the extent that the provisions of such prior ordinances, resolutions, policies, or actions are in conflict with this ordinance. In all other respects, such prior ordinances, resolutions, policies, and actions shall remain in full force and effect.

5. Exhibits

- A.** Exhibit A: Rezone summary and information
B. Exhibit B: Zoning Map of Cache County showing affected portion.

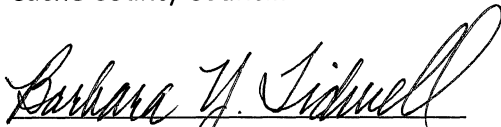
6. Effective date

This ordinance takes effect on _____, 2022. Following its passage but prior to the effective date, a copy of the ordinance shall be deposited with the County Clerk and a short summary of the ordinance shall be published in a newspaper of general circulation within the County as required by law.

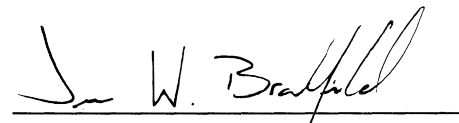
7. Council Vote and Final Action

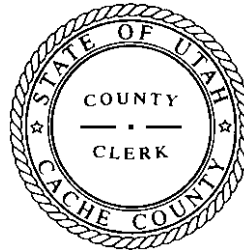
Date: <u>8 / 9 / 2022</u>	<u>Council Votes</u>			
<u>Council members</u>	In Favor	Against	Abstain	Absent
Paul Borup	✓			
Dave Erickson	✓			
Nolan Gunnell	✓			
Barbara Tidwell	✓			
Karl Ward	✓			
Gina Worthen	✓			
Gordon Zilles	✓			
Total:	7			
Final action:	<u>7</u> Adopt <u> </u> Reject			

Cache County Council:


Barbara Tidwell, Chair

Attest:


Jess Bradfield, Clerk
Cache County



Action of the County Executive

Regarding Ordinance 2022-23, the William Cody Pitcher Rezone

☒ Approve

☐ Disapprove (A Statement of Objection is attached)



David Zook, Executive
Cache County

8/11/22

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If approved, the rezone will take effect 15 days from the date of approval.

Staff Report to Planning Commission

Staff Report: William Cody Pitcher Rezone

7 July 2022

This staff report is an analysis of the application based on adopted county documents, standard county development practices, and available information. The report is to be used to review and consider the merits of the application. Additional information may be provided that supplements or amends this staff report.

Agent: William Cody Pitcher

Parcel ID#: 13-017-0004

Staff Recommendation: None

Type of Action: Legislative

Land Use Authority: Cache County Council

Location

Reviewed by Angie Zetterquist

Project Address:

Acres: 16.13

7288 North 4800 West

Near Amalga

Current Zoning:

Agricultural (A10)

Proposed Zoning:

Rural 5 (RU5)

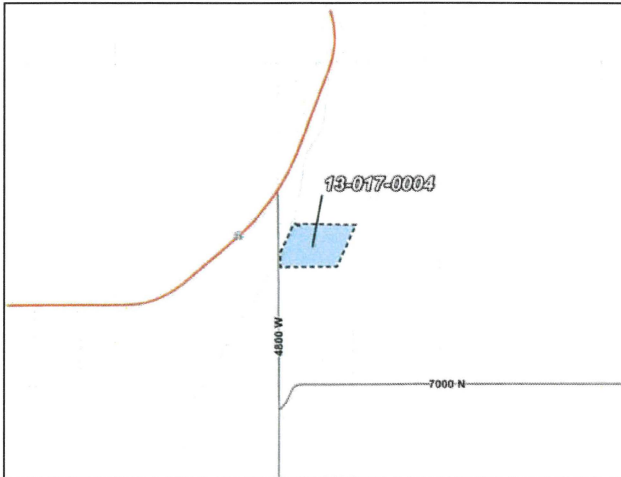
Surrounding Uses:

North – Agricultural

South – Agricultural/Residential

East – Agricultural

West – Agricultural



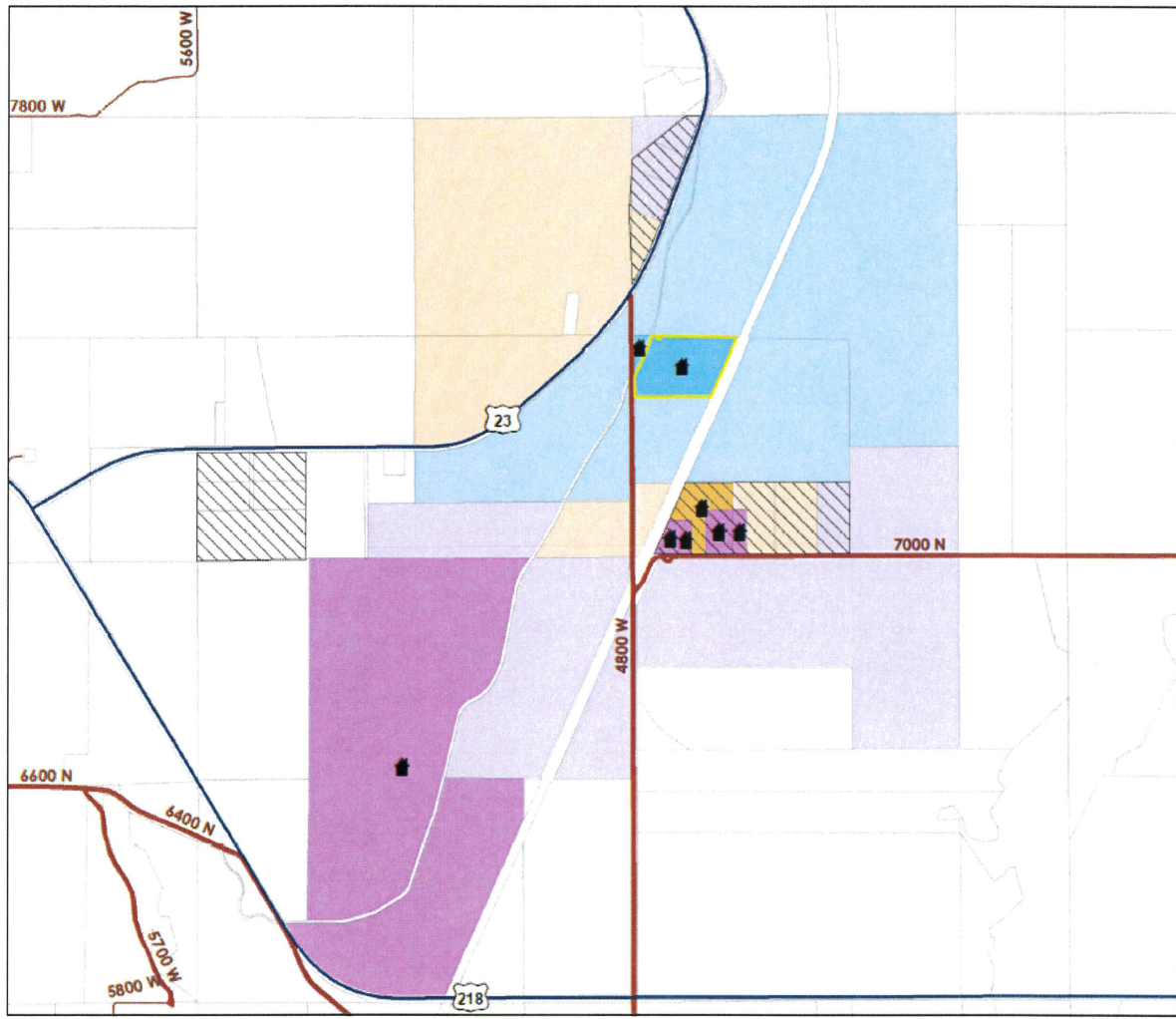
Findings of Fact

A. Request description

1. A request to rezone 16.13 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone.
2. This rezone may allow the parcel to be legally divided into a maximum potential of 3 separate lots as part of a subdivision process. The applicant intends to subdivide in a cluster configuration to continue farming the approximate 11-acre irrigated farmland on the east portion of the property.
3. Staff has identified general information as pertains to the subject property to assist the Planning Commission and County Council in arriving at a decision. This information is reflected in the attached map (Attachment A) and in the following text:

a. Land Use Context:

- i. Parcel status: The subject property is not in the same size or configuration as it was on August 8, 2006 and is potentially restricted. According to the Recorder's Office information, a boundary line adjustment (BLA) was done with an adjacent property in April 2021. That BLA changed the configuration of the subject property, but it is a legal parcel as no divisions of property have occurred.
- ii. Average Lot Size: (See Attachment A)



Average Parcel Size	
Adjacent	With a Home: 8.8 Acres (2 Parcels)
Parcels	Without a Home: 80.3 Acres (5 Parcels)
1/4 Mile	With a Home: 8.4 Acres (3 Parcels)
Buffer	Without a Home: 52.1 Acres (12 Parcels)
1/2 Mile	With a Home: 37.5 Acres (8 Parcels)
Buffer	Without a Home: 40.9 Acres (24 Parcels)

- iii. Schedule of Zoning Uses: Under the current County Land Use Ordinance, the RU5 Zone is more restrictive in the uses allowed when compared to the Agricultural (A10) Zone. There are no uses that are allowed as a permitted or conditional use within the RU5 Zone that are not allowed as a permitted or conditional use within the A10 Zone. The following uses are conditional uses in the A10 Zone but are not allowed in the RU5 Zone:
 - Agricultural Manufacturing
 - Recreational Facility
 - Cemetery
 - Private Airport
 - Concentrated Animal Feed Operation
 - Livestock Auction Facility
 - Topsoil Extraction
- iv. Adjacent uses: The properties adjacent to the subject rezone are primarily used for agriculture and a few single family dwellings. There is an approved 4-lot subdivision (i.e., 7200 North Subdivision) located immediately south of the subject property, but no homes have been constructed.
- v. Annexation Areas: The subject property is located within Amalga Town's future annexation area. However, as the subject property is not immediately contiguous to the town boundary, a letter from the City was not required as part of the application submittal. However, Amalga was notified of the rezone request as part of the noticing process. At the time this report was prepared, staff has not received any comments from the town regarding this request.
- vi. Zone Placement: As identified by the Planning Commission and the County Council at the time the RU5 Zone was adopted, the intended/anticipated placement of this zone was in areas of the unincorporated county adjacent to municipalities. The closest boundary of Amalga Town is located approximately 2.4 miles east of the subject property. The nearest RU5 zone is southwest of the subject property approximately 2.6 miles away as the crow flies on the west side of Newton. This RU5 zone, the Cutler Valley Rezone, included a total of 65 acres and was approved in earlier this year as Ordinance 2022-12.

B. Ordinance—§12.02.010, §17.02.060; §17.08.030 [C]

- 4. As per §17.02.060, Establishment of Land Use Authority, the County Council is authorized to act as the Land Use Authority for this application.
- 5. The current County Land Use Ordinance does not specify appropriate locations for the Rural 5 (RU5) Zone but does contain possible guidelines for its implementation. County Land Use Ordinance §17.08.030 [B] [1] identifies the purpose of the RU5 Zone and includes the following:
 - a. "To allow for residential development in a low density pattern that can allow for rural subdivisions and smaller scale agricultural uses. This type of development should be located and designed to not unreasonably impede adjacent agricultural uses, nor to unreasonably conflict with the development standards of adjacent municipalities.
 - b. To implement the policies of the Cache Countywide Comprehensive Plan, including those regarding improved roadways, density based residential standards, clustering, moderate income housing and municipal standards.
 - c. This zone must be appropriately served by suitable public roads, have access to the necessary water and utilities, and have adequate provision of public services."

6. Consideration of impacts related to uses allowed within the RU5 Zone will be addressed as part of each respective approval process required prior to site development activities.

C. Access—16.04.040 [A], 16.04.080 [E], Road Manual

7. The Road Manual specifies the following:
8. §16.04.040 [A] Roads – All roads must be designed and constructed in accordance with Title 12 of the County Code.
9. §12.02.010 Roadway Standards – Requirements for roadway improvement are provided in the current Manual of Roadway Design and Construction Standards (Road Manual).
10. A basic review of the access to the subject property identifies the following:
11. Primary access to the subject properties is from 4800 West, a County road.
 - a. 4800 West:
 - i. Is an existing county facility that provides access to agricultural fields, farms, residential uses, and generally serves to provide through access from surrounding cities to SR-218 and SR-23.
 - ii. Is classified as a Minor Collector road.
 - iii. The road consists of a 20-foot-wide paved surface and the structural condition is in fair condition, but is substandard as to the Major Local Road standards for gravel shoulders and clear zones.
 - iv. Is maintained year around.
 - v. If a rezone is approved, access for any future subdivision lots is proposed to come off 7400 North, a private road. The applicant has provided a letter of approval from the property owner of the private road to allow access. (Attachment B)

D. Service Provisions:

12. §16.04.080 [C] Fire Control – The County Fire District requires that all access roads and private driveways to be 20-feet wide with an all-weather surface. Future access must be reevaluated and may require improvements based on the location of any proposed structure on lots created through a subdivision process.
13. §16.04.080 [F] Solid Waste Disposal – Logan City Environmental provides refuse collection for the subject property. Refuse containers must be placed on 4800 West for collection. The applicant will need to provide sufficient shoulder space along the road for all refuse containers to be placed 3-to-4 feet apart and be located far enough off the road so as to not interfere with passing traffic. A County Encroachment Permit is required to make the required shoulder improvements for refuse collection in the County right-of-way.

E. Public Notice and Comment—§17.02.040 Notice of Meetings

14. Public notice was posted online to the Utah Public Notice Website on 24 June 2022.
15. Notices were posted in three public places on 24 June 2022.
16. Notices were mailed to all property owners within 300 feet on 24 June 2022 and to Amalga Town on 28 June 2022.
17. At this time, no written public comment regarding this proposal has been received by the Development Services Office.

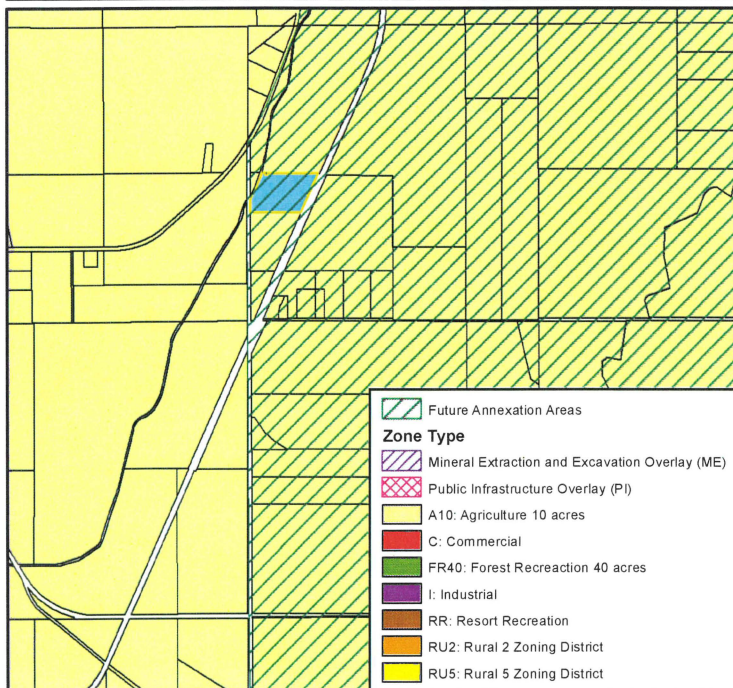
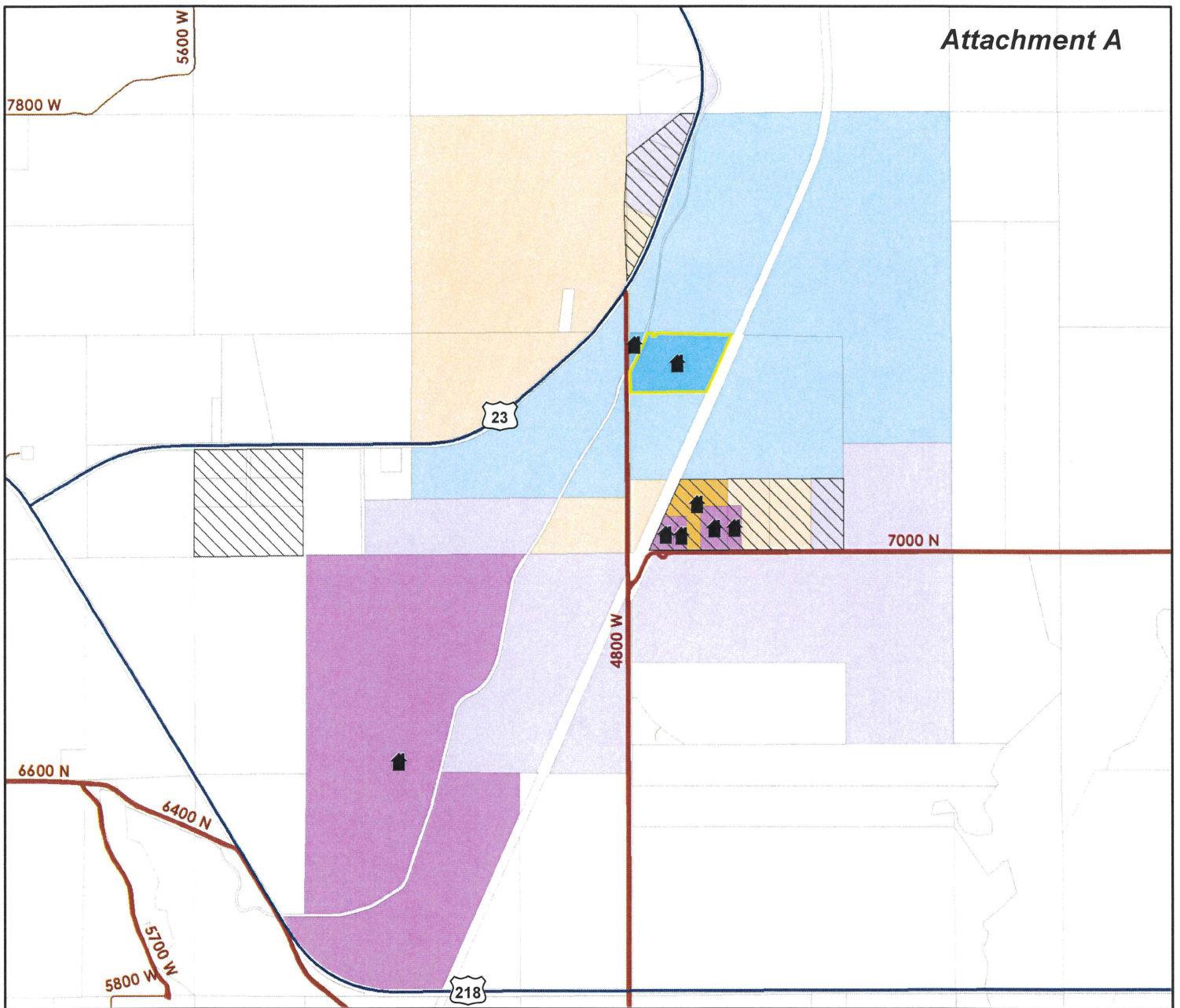
Conclusion

The William Cody Pitcher Rezone, a request to rezone 16.13 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone has been reviewed in conformance with Title 17 of the Cache County Land Use Ordinance and the County Manual of Roadway Design and Construction Standards. Staff has not made a recommendation on this request and can assist the Planning Commission in drafting a recommendation based on the findings of fact identified above and any others identified at the public hearing.

Planning Commission Conclusion

Based on the findings of fact noted herein, the William Cody Pitcher Rezone is hereby recommended for approval to the County Council as follows:

1. The location of the subject property is compatible with the purpose of the Rural 5 (RU5) Zone as identified under §17.08.030[A] of the Cache County Code as it:
 - a. Allows for residential development in a low density pattern that can allow for rural subdivisions and smaller scale agricultural uses.
 - b. Does not unreasonably impede adjacent agricultural uses, nor unreasonably conflict with the development standards of adjacent communities.
 - c. The property is appropriately served by a suitable public road, 4800 West, has access to necessary water and utilities, and adequate provision of public services.



Legend

- Proposed Rezone
- Municipal Boundaries
- Subdivisions
- Parcels
- Winter Maintenance
- County Roads
- Highways

Average Parcel Size

Adjacent Parcels	With a Home: 8.8 Acres (2 Parcels)
	Without a Home: 80.3 Acres (5 Parcels)
1/4 Mile Buffer	With a Home: 8.4 Acres (3 Parcels)
	Without a Home: 52.1 Acres (12 Parcels)
1/2 Mile Buffer	With a Home: 37.5 Acres (8 Parcels)
	Without a Home: 40.9 Acres (24 Parcels)



5/11/2022

June 20, 2022

Letter of Authorization

Subject: Road Access

To Whom It May Concern:

I, Stephen Griffin, president of West Hills Dairy Farm give permission for **Cody Pitcher** to use lane located at North 50 West, Smithfield, Utah.

Sincerely,

 6/20/2022
Stephen Griffin, Owner/President

Exhibit B: Ordinance 2022-23

Zoning Map of Cache County – Affected Portion
William Cody Pitcher Rezone



The following legal description reflects the noted properties above to be rezoned from Agricultural (A10) to Rural 5 (RU5):

13-017-0004

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION;
THENCE N0°17' 04"W 2646.95 FEET TO THE WEST QUARTER CORNER OF SAID SECTION;
THENCE S89°00'07"E 249.45 FEET TO THE EAST BANK OF THE WEST CACHE CANAL AND THE POINT OF BEGINNING;
THENCE S89°00'07"E 51.93 FEET;
THENCE S0°59'53"W 32.00 FEET;
THENCE S89°00'07"E 44.00 FEET;
THENCE N0°59'53"E 32.00 FEET
THENCE S89°00'07"E 921.44 FEET TO THE WEST LINE OF THE UNION PACIFIC RAILROAD;
THENCE S24°12'20"W 753.14 FEET ALONG SAID WEST LINE;
THENCE S89°35'46"W 921.30 FEET TO THE EAST LINE OF 4800 WEST STREET;

Exhibit B: Ordinance 2022-23

Zoning Map of Cache County – Affected Portion

William Cody Pitcher Rezone

THENCE N0°17'04"W 250.91 FEET ALONG SAID EAST LINE TO THE EAST BANK OF

SAID CANAL;

THENCE N27°38'32"E 167.67 FEET ALONG SAID EAST BANK;

THENCE N23°37'17"E 340.21 FEET ALONG SAID EAST BANK TO THE POINT OF

BEGINNING.

CONT 16.13 AC

CACHE COUNTY COUNCIL MEETING
AUGUST 9, 2022

ATTACHMENT 2

Ordinance No. 2022-24

Cache County, Utah

Martin Bench Rezone

An ordinance amending the County Zoning Map by rezoning 34.06 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone

Whereas, the “County Land Use Development and Management Act,” Utah Code Ann. §17-27a-101 et seq., as amended (the “Act”), provides that each county may enact a land use ordinance and a zoning map establishing regulations for land use and development; and

Whereas, pursuant to the Act, the County’s Planning Commission (the “Planning Commission”) shall prepare and recommend to the county’s legislative body, following a public hearing, a proposed land use ordinance and a zoning map, or amendments thereto, that represent the Planning Commission’s recommendations for zoning the area within the county; and

Whereas, the Planning Commission caused notice of a public hearing for the rezone to be posted at least ten (10) days before the date of the public hearing; and

Whereas, on July 7, 2022, the Planning Commission held a public hearing, accepted all comments, and accepted all comments, and recommended the approval of the proposed amendments to the County Council for final action; and

Whereas, the Act also provides certain procedures for the county legislative body to adopt or reject amendments to the land use ordinance and zoning map for the county; and

Whereas, following proper notice, the County Council held a public hearing on August 9, to consider any comments regarding the proposed rezone. The County Council accepted all comments; and

Whereas, the Cache County Council has determined that it is both necessary and appropriate for the County to amend and implement this ordinance.

Now, therefore, the County Legislative Body of Cache County ordains as follows:

1. Statutory Authority

The statutory authority for enacting this ordinance is Utah Code Annotated Sections 17-27a Part 1 and Part 3, and 17-53 part 2(1953, as amended to date).

2. Adoption of amended Zoning Map

The County Council hereby amends the County’s Zoning Map to reflect the rezone of the property affected by this ordinance and hereby adopts the amended Zoning Map with the amendment identified as Exhibit B, of which a detailed digital or paper copy is available in the Development Services Department.

3. Conclusions

A. The location of the subject property is compatible with the purpose of the Rural 5 (RU5) Zone as identified under §17.08.030[A] of the Cache County Code as it:

- i. Allows for residential development in a low density pattern that can allow for rural subdivisions and smaller scale agricultural uses.
- ii. Does not unreasonably impede adjacent agricultural uses, nor unreasonably conflict with the development standards of adjacent communities.

4. Prior ordinances, resolutions, policies, and actions superseded

This ordinance amends and supersedes the Zoning Map of Cache County, and all prior ordinances, resolutions, policies, and actions of the Cache County Council to the extent that the provisions of such prior ordinances, resolutions, policies, or actions are in conflict with this ordinance. In all other respects, such prior ordinances, resolutions, policies, and actions shall remain in full force and effect.

5. Exhibits

A. Exhibit A: Rezone summary and information

B. Exhibit B: Zoning Map of Cache County showing affected portion.

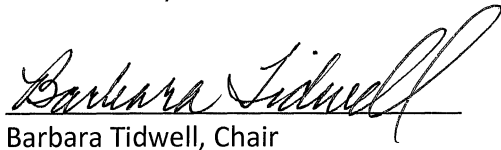
6. Effective date

This ordinance takes effect on _____, 2022. Following its passage but prior to the effective date, a copy of the ordinance shall be deposited with the County Clerk and a short summary of the ordinance shall be published in a newspaper of general circulation within the County as required by law.


7. Council Vote and Final Action

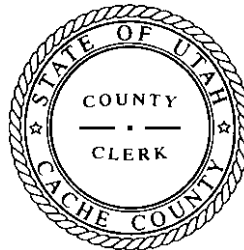
Date: <u>8 / 9 / 2022</u>	<u>Council Votes</u>			
<u>Council members</u>	In Favor	Against	Abstain	Absent
Paul Borup	✓			
Dave Erickson	✓			
Nolan Gunnell	✓			
Barbara Tidwell	✓			
Karl Ward	✓			
Gina Worthen	✓			
Gordon Zilles	✓			
Total:	7			
Final action:	<u>7</u> Adopt _____ Reject			

Cache County Council:


Barbara Tidwell, Chair

Attest:


Jess Bradfield, Clerk
Cache County



Action of the County Executive

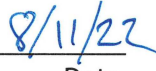
Regarding Ordinance 2022-24, the Martin Ranch Rezone

☒ Approve

☐ Disapprove (A Statement of Objection is attached)



David Zook, Executive
Cache County



Date

County Council action

If approved, the rezone will take effect 15 days from the date of approval.

Public hearing held on July 7, 2022.

b. Does not unreasonably impede adjacent agricultural uses, nor unreasonably conflict with the development standards of adjacent communities.

Tim Watkins

Angie Zetterquist

This ordinance amends the County Zoning Map by rezoning 34.06 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone.

Staff Report to Planning Commission

Staff Report: Martin Bench Rezone

7 July 2022

This staff report is an analysis of the application based on adopted county documents, standard county development practices, and available information. The report is to be used to review and consider the merits of the application. Additional information may be provided that supplements or amends this staff report.

Agent: Chad & Laurie Martin

Parcel ID#: 11-015-0003

Staff Recommendation: None

Type of Action: Legislative

Land Use Authority: Cache County Council

Location

Reviewed by Angie Zetterquist

Project Address:

1032 South 7000 West
near Mendon

Acres: 34.06

Current Zoning:

Agricultural (A10)

Proposed Zoning:

Rural 5 (RU5)

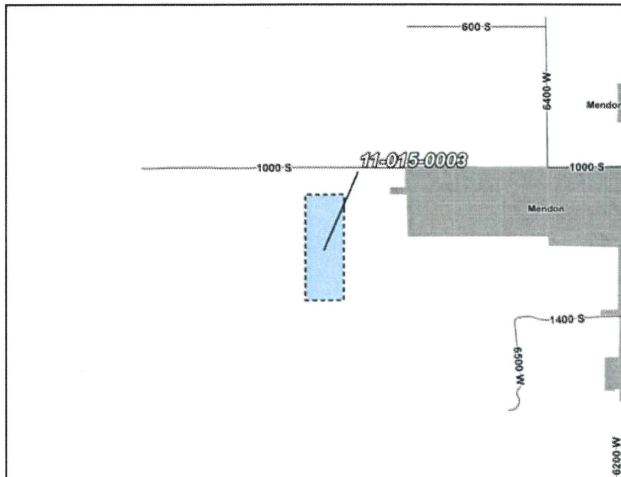
Surrounding Uses:

North – Agricultural/Residential

South – Agricultural

East – Agricultural/Forest Recreation

West – Agricultural



Findings of Fact

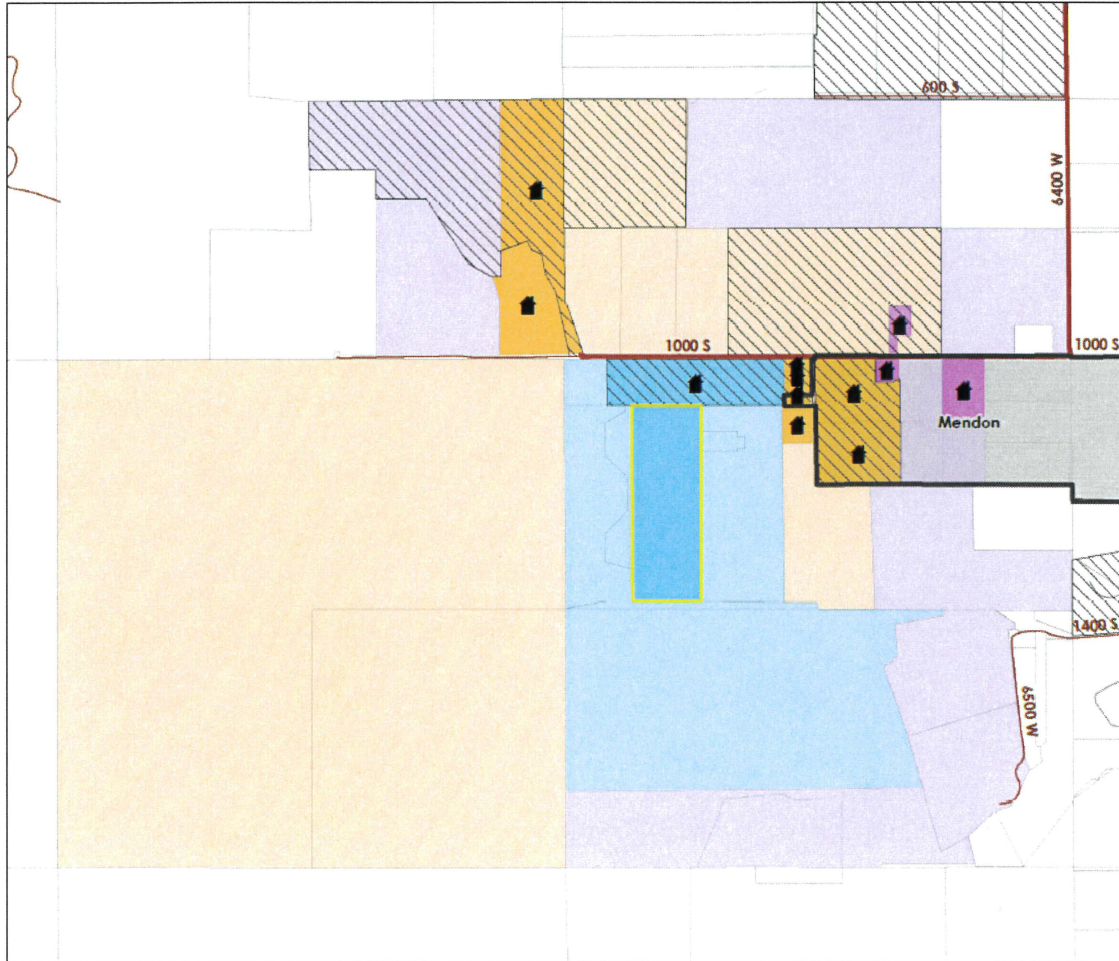
A. Request description

1. A request to rezone 34.06 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone.
2. This rezone may allow the parcel to be legally divided into a maximum potential of 6 separate lots as part of a subdivision process. Due to the presence of non-developable sensitive areas, the maximum number of buildable lots will be limited to 4 or 5 lots. The applicant's stated intention is to create a 3-lot subdivision for family members, which, due to the presence of sensitive areas on the subject property, they were not able to meet the minimum net developable acreage required in the A10 Zone.

3. Staff has identified general information as pertains to the subject property to assist the Planning Commission and County Council in arriving at a decision. This information is reflected in the attached map (Attachment A) and in the following text:

a. Land Use Context:

- i. Parcel status: The subject property is legal as it is in the same size and configuration as it was on August 8, 2006.
- ii. Average Lot Size: (See Attachment A)



Average Parcel Size	
Adjacent Parcels	With a Home: 20 Acres (1 Parcel)
	Without a Home: 33.4 Acres (8 Parcels)
1/4 Mile Buffer	With a Home: 11.1 Acres (6 Parcels)
	With a Home in Mendon City: 8.9 Acres (3 Parcels)
	Without a Home: 68.3 Acres (16 Parcels)
1/2 Mile Buffer	With a Home: 9.9 Acres (7 Parcels)
	With a Home in Mendon City: 6.7 Acres (5 Parcels)
	Without a Home: 61.5 Acres (24 Parcels)
	Without a Home in Mendon City: 6.6 Acres (3 Parcels)

- iii. Schedule of Zoning Uses: Under the current County Land Use Ordinance, the RU5 Zone is more restrictive in the uses allowed when compared to the Agricultural (A10) Zone. There are no uses that are allowed as a permitted or conditional use within the RU5 Zone that are not allowed as a permitted or conditional use within the A10 Zone. The following uses are conditional uses in the A10 Zone but are not allowed in the RU5 Zone:
 - Agricultural Manufacturing
 - Recreational Facility
 - Cemetery
 - Private Airport
 - Concentrated Animal Feed Operation
 - Livestock Auction Facility
 - Topsoil Extraction
- iv. Adjacent Uses: The properties adjacent to the subject rezone are primarily used for agriculture, a few single family dwellings, and access to forest recreation areas. The Mendon City boundary is approximately 0.15 miles to the subject property at its closest boundary.
- v. Sensitive Areas: There are a number of sensitive areas located on the subject property (Attachment B) including steep (>30%) and moderate slopes (20-30%), FEMA floodplain, wildfire hazard areas, Wildland-Urban Interface, and Zone 2 of a Source Water Protection Area. Steep slopes are not developable and septic systems are not allowed in Zones 1 or 2 of a Source Water Protection Area. The other sensitive areas will require additional analysis and review as part of a subdivision process.
- vi. Annexation Areas: The subject property is located within Mendon City's future annexation area. The applicant provided a letter from Mendon City (Attachment C) stating that the applicant has discussed the rezone with the City Council and the Council agreed in a unanimous vote that they had no objection to the rezone request..
- vii. Zone Placement: As identified by the Planning Commission and the County Council at the time the RU5 Zone was adopted, the intended/anticipated placement of this zone was in areas of the unincorporated county adjacent to municipalities. The closest boundary of Mendon is located less than 900 feet away from the subject property. The nearest RU5 zone is east of the subject property approximately 6 miles away as the crow flies on the west side of Logan. This RU5 zone, the Janet Ryan Rezone, included a total of 13.6 acres and was approved in 2012 as Ordinance 2012-04. A subdivision request has not been processed for that property to date. There are a few Rural 2 (RU2) Zoned properties to the south and west of the Mendon border.

B. Ordinance—§12.02.010, §17.02.060; §17.08.030 [C]

- 4. As per §17.02.060, Establishment of Land Use Authority, the County Council is authorized to act as the Land Use Authority for this application.
- 5. The current County Land Use Ordinance does not specify appropriate locations for the Rural 5 (RU5) Zone but does contain possible guidelines for its implementation. County Land Use Ordinance §17.08.030 [B] [1] identifies the purpose of the RU5 Zone and includes the following:
 - a. "To allow for residential development in a low density pattern that can allow for rural subdivisions and smaller scale agricultural uses. This type of development should be

located and designed to not unreasonably impede adjacent agricultural uses, nor to unreasonably conflict with the development standards of adjacent municipalities.

b. To implement the policies of the Cache Countywide Comprehensive Plan, including those regarding improved roadways, density based residential standards, clustering, moderate income housing and municipal standards.

c. This zone must be appropriately served by suitable public roads, have access to the necessary water and utilities, and have adequate provision of public services.”

6. Consideration of impacts related to uses allowed within the RU5 Zone will be addressed as part of each respective approval process required prior to site development activities.

C. Access—16.04.040 [A], 16.04.080 [E], Road Manual

7. The Road Manual specifies the following:

8. §16.04.040 [A] Roads – All roads must be designed and constructed in accordance with Title 12 of the County Code.

9. §12.02.010 Roadway Standards – Requirements for roadway improvement are provided in the current Manual of Roadway Design and Construction Standards (Road Manual).

10. A basic review of the access to the subject property identifies the following:

a. The subject property does not have frontage on a public or private road.

b. Current access to the property is via a series of easements for private roads (i.e., 900 South and 6800 West). However, the legality of the access and the ownership of the private roads is unclear due to the various easements, annexation of 6800 West by Mendon, and the multiple property owners involved.

c. The applicant anticipates providing access and frontage for a future subdivision on a private road that will cross parcel #11-015-0041, which they also own, from 1000 South, a County road.

a. 1000 South:

i. Is an existing county facility that provides access from Mendon City to forest recreation areas, agricultural uses, and a few single-family dwellings.

ii. Is classified as a Minor Local road.

iii. This portion of 1000 South consists of a 20-foot-wide substandard gravel road.

iv. The remainder of 1000 South going east is within Mendon City limits and ranges from 18-20 feet in width. A full review of the Mendon City portion of the road was not conducted, but is considered substandard compared to the County Standards for a Minor Local road.

v. Is maintained year around.

D. Service Provisions:

11. §16.04.080 [C] Fire Control – The County Fire District requires that all access roads and private driveways to be 20-feet wide with an all-weather surface. Future access must be reevaluated and may require improvements based on the location of any proposed structure on lots created through a subdivision process.

12. §16.04.080 [F] Solid Waste Disposal – Logan City Environmental provides refuse collection for the subject property. Refuse containers must be placed on 6800 West for collection, which is north and west of the subject property at the Mendon City boundary. The applicant will need to provide sufficient shoulder space along the road for all refuse containers to be placed 3-to-4 feet apart and be located far enough off the road so as to not interfere with passing traffic. A County Encroachment Permit is required to make the required shoulder improvements for refuse collection in the County right-of-way.

E. Public Notice and Comment—§17.02.040 Notice of Meetings

13. Public notice was posted online to the Utah Public Notice Website on 24 June 2022.
14. Notices were posted in three public places on 24 June 2022.
15. Notices were mailed to all property owners within 300 feet on 24 June 2022 and to Amalga Town on 28 June 2022.
16. At this time, no written public comment regarding this proposal has been received by the Development Services Office.

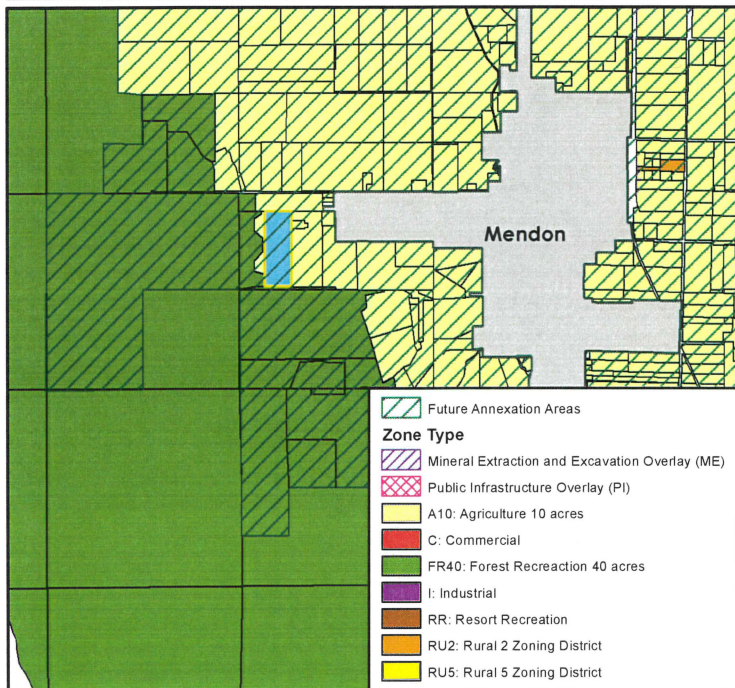
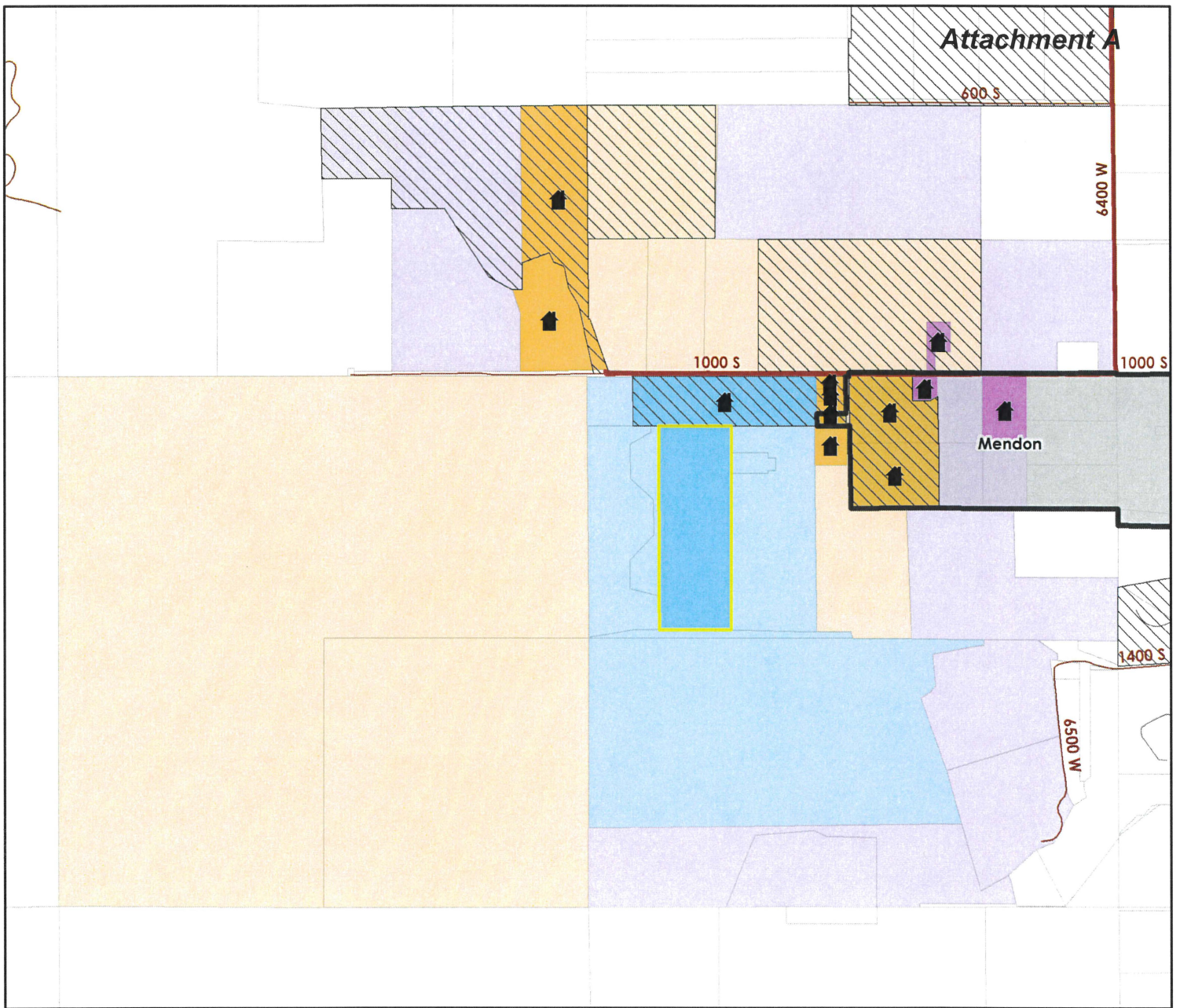
Conclusion

The Martin Bench Rezone, a request to rezone 34.06 acres from the Agricultural (A10) Zone to the Rural 5 (RU5) Zone has been reviewed in conformance with Title 17 of the Cache County Land Use Ordinance and the County Manual of Roadway Design and Construction Standards. Staff has not made a recommendation on this request and can assist the Planning Commission in drafting a recommendation based on the findings of fact identified above and any others identified at the public hearing.

Planning Commission Conclusion

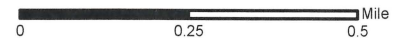
Based on the findings of fact noted herein, the Martin Bench Rezone is hereby recommended for approval to the County Council as follows:

1. The location of the subject property is compatible with the purpose of the Rural 5 (RU5) Zone as identified under §17.08.030[A] of the Cache County Code as it:
 - a. Allows for residential development in a low density pattern that can allow for rural subdivisions and smaller scale agricultural uses.
 - b. Does not unreasonably impede adjacent agricultural uses, nor unreasonably conflict with the development standards of adjacent communities



Legend

- Proposed Rezone
- Municipal Boundaries
- Subdivisions
- Parcels
- Winter Maintenance
- County Roads
- Highways



Average Parcel Size

Adjacent Parcels	With a Home: 20 Acres (1 Parcel)
	Without a Home: 33.4 Acres (8 Parcels)
1/4 Mile Buffer	With a Home: 11.1 Acres (6 Parcels)
	With a Home in Mendon City: 8.9 Acres (3 Parcels)
1/2 Mile Buffer	Without a Home: 68.3 Acres (16 Parcels)
	With a Home: 9.9 Acres (7 Parcels)
	With a Home in Mendon City: 6.7 Acres (5 Parcels)
	Without a Home: 61.5 Acres (24 Parcels)
	Without a Home in Mendon City: 6.6 Acres (3 Parcels)



6/7/2022

GIS PARCEL SUMMARY

Not Authoritative — For Preliminary Review Only

Parcel Number: 11-015-0003

Property Address: (Not Available)

Tax Roll Acreage: 34.06

Owner Name: CHAD E & LAURIE A TRS
MARTIN

Owner Address: PO BOX 505
MENDON, UT 84325-0505

Jurisdiction: Cache County

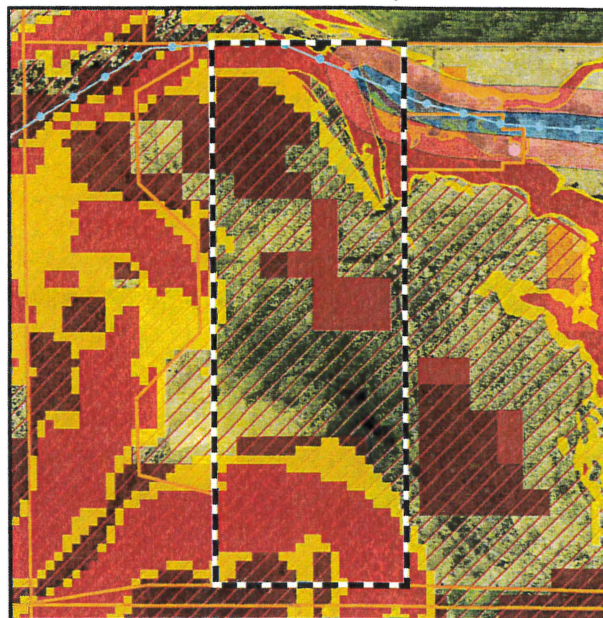
Future

Annexation Area: Mendon

Base Zone: A10

Overlay Zone: None

Generated on 27 May, 2022 at 10:00 AM



*Comprehensive maps can be found
at www.cachecounty.org/gis*

Initial Parcel Potentially a legal parcel

Legality Review: Appears to have the same configuration as on August 8, 2006

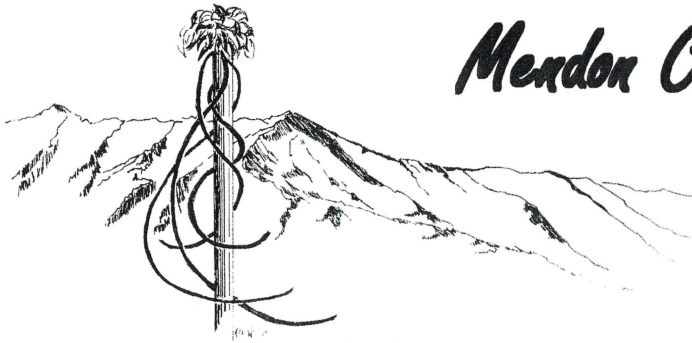
NOTE: Parcel legality does **NOT** guarantee that a parcel or lot is buildable; it is only one step in the development process. All other requirements must still be met. Parcel legality should be verified before submitting a land use application.

Areas That May Require Further Analysis

Canals	Source Water Protection	Wildland-Urban Interface
FEMA Floodplain	Zones 1 or 2	Wildfire Hazard Areas
County Floodplain Buffer	Moderate Slopes	
	Steep Slopes	

This overview is based on the information in the Cache County GIS databases. Please verify the potential presence of areas requiring further analysis with the County's webmaps. Sections 17.10, 17.17, and 17.18 of the Cache County Land Use Ordinance contain the development standards and requirements associated with these areas. The definition of "Parcel/Lot" in Section 17.07.040 outlines parcel legality.

Cache County assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein. All datasets may contain errors. The information shown here is not intended to replace evaluation by a competent, licensed professional. In particular, the parcel boundaries are representational only and are not legal definitions of real property, nor are they intended to replace a land survey by a licensed surveyor.



Mendon City Corporation

P.O. Box 70 Mendon, UT
84325

Phone (435) 753-3449
www.mendoncity.org

May 17, 2022

Cache County Office
179 Main Street
Logan, UT.
84321

To Whom It May Concern,

Chad and Laurie Martin appeared before Mendon City Council on May 12, 2022. They represented to City Council their plans to rezone their property (T/N 11-015-0003) from A10 to RU5 zoning. They also represented to City Council that a letter from Mendon City is being requested by the County towards this process as their property is currently within the county jurisdiction but near to Mendon City.

Council discussed with the Martin's that Mendon City property is gated off for a water protection zone and must not be trespassed with any future septic systems. Martin's agreed to this. Council also questioned the anticipated septic systems and Martin's represented that this had been addressed with the county. Lastly, council note that 8 of the total 30+ acres is in a very steep slope and that this anticipated development should not cause spring runoff drainage issues towards Mendon City. Future erosion and drainage may happen to property to the east.

Therefore, Mendon City Council unanimously have no objection to the proposed zone change as represented to the Mendon City Council that only 3 homes will be built due to the steep slope on the property.

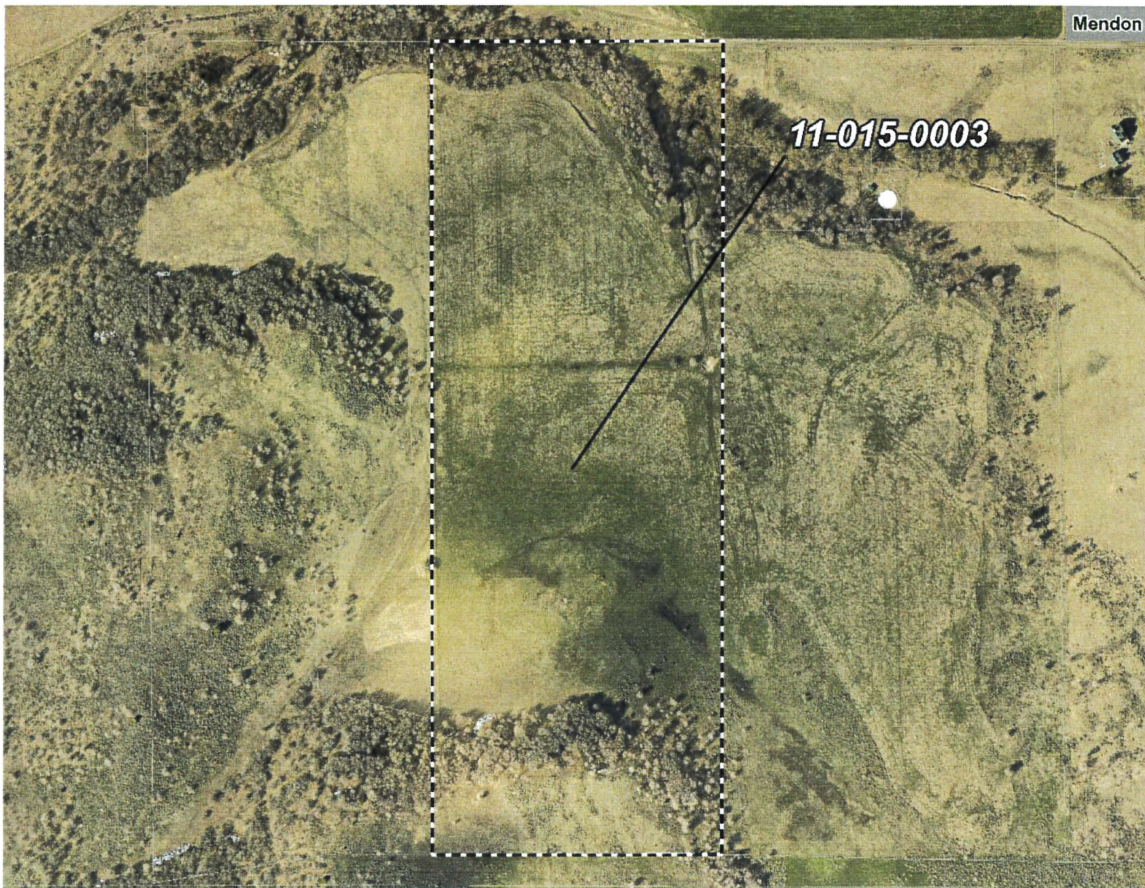
Regards.

A handwritten signature in blue ink, appearing to read 'Ed Buist', is written over the 'Regards.' text.

Mayor Ed Buist

Exhibit B: Ordinance 2022-24

Zoning Map of Cache County – Affected Portion
Martin Bench Rezone



The following legal description reflects the noted properties above to be rezoned from Agricultural (A10) to Rural 5 (RU5):

11-015-0003

BEG AT PT 63.1 FT N & 725.7 FT E OF SW COR NW/4 SEC 7 T 11N R 1W & TH N 2027.51 FT TH S 89°08' E 731.19 FT TH S 2031.13 FT TH N 88°50'56" W IN FENCE 731.26 FT TO BEG SUBJ TO R/W ALG N 33 FT WITH 33 FT R/W IN 348/ 111 SUBJ TO 33 FT R/W IN 406/510 CONT 34.06 AC

CACHE COUNTY COUNCIL MEETING
AUGUST 9, 2022

ATTACHMENT 3

DENIED

Ordinance No. 2022-25
Cache County, Utah
Winnies Properties Rezone

DENIED

An ordinance amending the County Zoning Map by rezoning 35.2 acres from the
Agricultural (A10) Zone to the Rural 2 (RU2) Zone

Whereas, the “County Land Use Development and Management Act,” Utah Code Ann. §17-27a-101 et seq., as amended (the “Act”), provides that each county may enact a land use ordinance and a zoning map establishing regulations for land use and development; and

Whereas, pursuant to the Act, the County’s Planning Commission (the “Planning Commission”) shall prepare and recommend to the county’s legislative body, following a public hearing, a proposed land use ordinance and a zoning map, or amendments thereto, that represent the Planning Commission’s recommendations for zoning the area within the county; and

Whereas, the Planning Commission caused notice of a public hearing for the rezone to be posted at least ten (10) days before the date of the public hearing; and

Whereas, on July 7, 2022, the Planning Commission held a public hearing, accepted all comments, and recommended the denial of the proposed amendments to the County Council for final action; and

Whereas, the Act also provides certain procedures for the county legislative body to adopt or reject amendments to the land use ordinance and zoning map for the county; and

Whereas, following proper notice, the County Council held a public hearing on August 9, 2022, to consider any comments regarding the proposed rezone. The County Council accepted all comments; and

Now, therefore, the County Legislative Body of Cache County ordains as follows regarding the Woodbrey Rezone request:

1. Statutory Authority

The statutory authority for acting on this ordinance is Utah Code Annotated Sections 17-27a Part 1 and Part 3, and 17-53 part 2(1953, as amended to date).

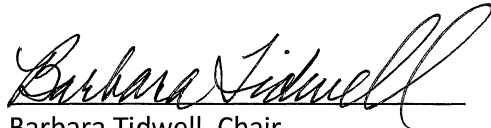
2. Exhibits

A. Exhibit A: Rezone summary and information

3. Council Vote and Final Action

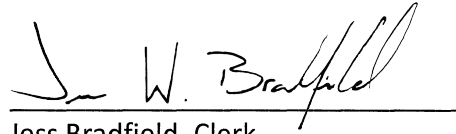
Date: <u>8 / 9 / 2022</u>	<u>Council Votes</u>			
<u>Council members</u>	In Favor	Against	Abstain	Absent
Paul Borup		✓		
Dave Erickson		✓		
Nolan Gunnell		✓		
Barbara Tidwell		✓		
Karl Ward		✓		
Gina Worthen		✓		
Gordon Zilles		✓		
Total:		7		
Final action:	<u> </u> Adopt <u> </u> ✓ Reject			

Cache County Council:

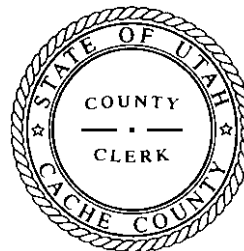


Barbara Tidwell, Chair

Attest:



Jess Bradfield, Clerk
Cache County



Action of the County Executive

Regarding Ordinance 2022-25, the Winnies Properties Rezone

_____ Approve

_____ Disapprove (A Statement of Objection is attached)

David Zook, Executive
Cache County

Date

County Council action

If approved, the rezone will take effect 15 days from the date of approval.

Denial (6-yea; 0-nay).

Conclusion: Based on the findings of fact noted herein, the Winnies Properties Rezone is hereby recommended for denial to the County Council as follows:

1. The proximity of the subject properties to the boundaries of Wellsville City with access to utilities, emergency services, and infrastructure would be better served as part of a Wellsville City development through an annexation process.

Tim Watkins

Angie Zetterquist

This ordinance amends the County Zoning Map by rezoning 35.2 acres from the Agricultural (A10) Zone to the Rural 2 (RU2) Zone.

Staff Report to Planning Commission

Staff Report: Winnies Properties Rezone

7 July 2022

This staff report is an analysis of the application based on adopted county documents, standard county development practices, and available information. The report is to be used to review and consider the merits of the application. Additional information may be provided that supplements or amends this staff report.

Agent: Cameron Winquist

Parcel ID#: 10-043-0001, -0005

Staff Recommendation: Denial

Type of Action: Legislative

Land Use Authority: Cache County Council

Location

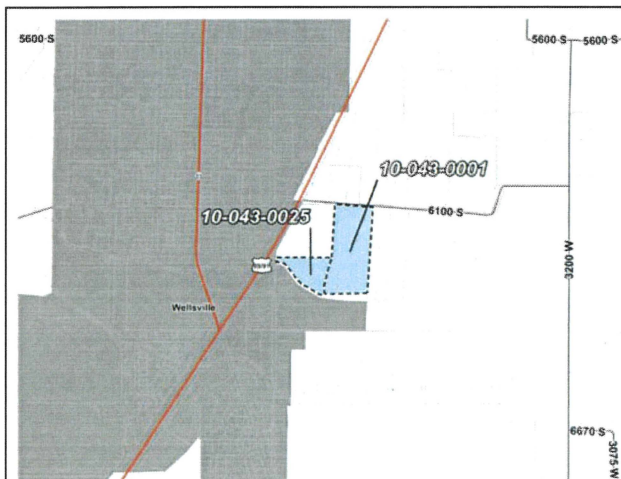
Reviewed by Angie Zetterquist

Project Address: 3798 West 6800 South/970 South 200 East
Near Wellsville

Current Zoning: Agricultural (A10)
Proposed Zoning: Rural 2 (RU2)

Surrounding Uses:

North – Agricultural/Residential
South – Agricultural/Wellsville City
East – Agricultural/Residential
West – Residential/Agricultural/Wellsville City



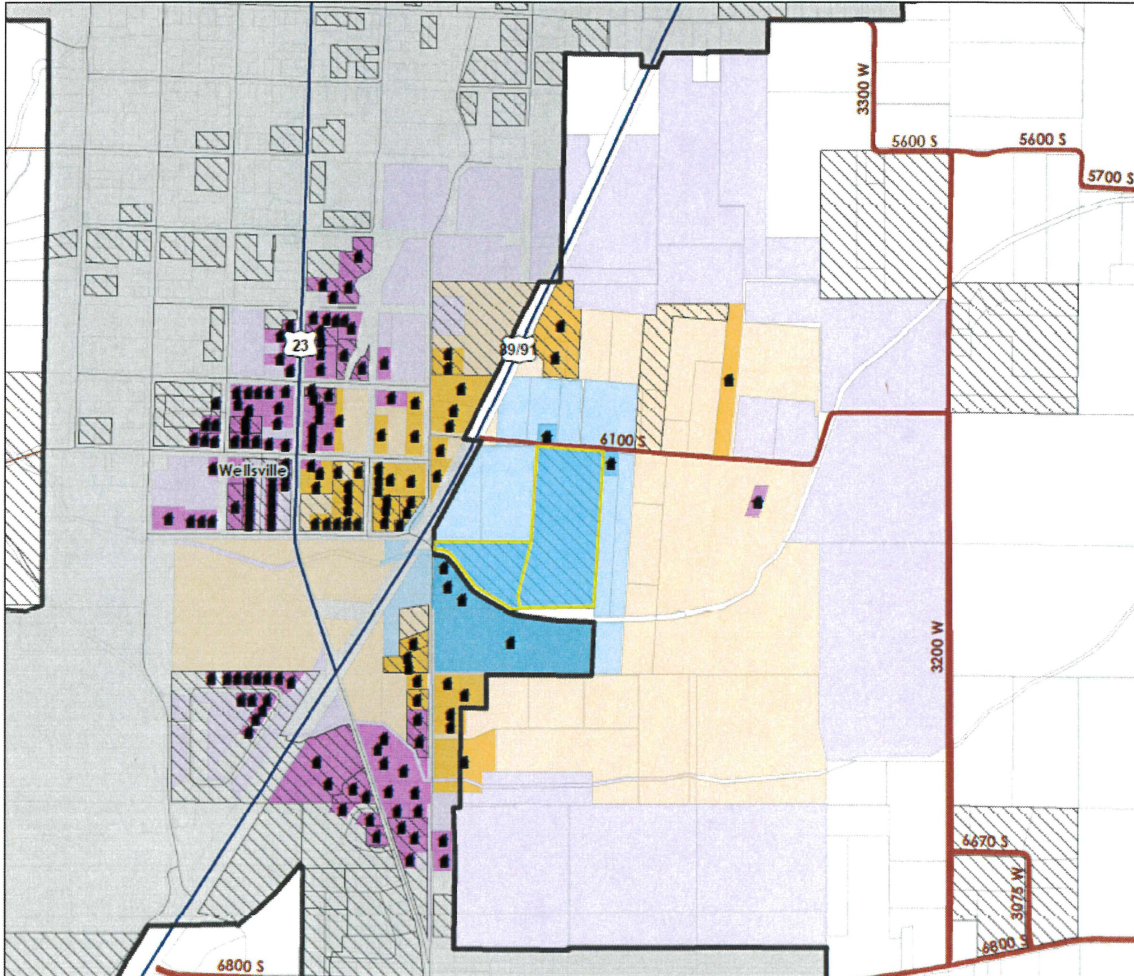
Findings of Fact

A. Request description

1. A request to rezone 35.2 acres from the Agricultural (A10) Zone to the Rural 2 (RU2) Zone.
2. This rezone may allow the parcel to be legally divided into a maximum potential of 17 separate lots as part of a subdivision amendment process. The current A10 Zone allows for a maximum of 3 buildable lots.
3. Staff has identified general information as pertains to the subject property to assist the Planning Commission and County Council in arriving at a decision. This information is reflected in the attached map (Attachment A) and in the following text:

a. Land Use Context:

- i. Parcel status: The subject properties are legal as it is in the same size and configuration as the McKay Leishman Lot-Split Subdivision approved and recorded in 2006.
- ii. Average Lot Size: (See Attachment A)



Average Parcel Size	
Adjacent Parcels	With a Home: 1 Acre (2 Parcels)
	With a Home in Wellsville City: 6.8 Acres (4 Parcels)
	Without a Home: 7.4 Acres (12 Parcels)
	Without a Home in Wellsville City: 1.6 Acres (5 Parcels)
1/4 Mile Buffer	With a Home: 3.2 Acres (5 Parcels)
	With a Home in Wellsville City: 1.6 Acres (48 Parcels)
	Without a Home: 9.1 Acres (36 Parcels)
	Without a Home in Wellsville City: 4 Acres (22 Parcels)
1/2 Mile Buffer	With a Home: 2.8 Acres (6 Parcels)
	With a Home in Wellsville City: 1 Acre (160 Parcels)
	Without a Home: 12.4 Acres (59 Parcels)
	Without a Home in Wellsville City: 2.7 Acres (60 Parcels)

The proposed RU2 zone allows a maximum density of 1 lot for every 2 acres, whereas the current A10 zone allows a maximum density of 1 lot for every 10 acres. With approximately 35.2 acres of property, the subject properties can be divided into a maximum of 3 buildable lots (i.e., one more than the existing 2 lot subdivision) under the current A10 Zone standards. A rezone to RU2 may allow up to 17 buildable lots.

- iii. **Schedule of Zoning Uses:** Under the current County Land Use Ordinance, the RU2 Zone is more restrictive in the uses allowed when compared to the Agricultural (A10) Zone. There are no uses that are allowed as a permitted or conditional use within the RU2 Zone that are not allowed as a permitted or conditional use within the A10 Zone. The following uses are conditional uses in the A10 Zone but are not allowed in the RU2 Zone:
 - Agricultural Manufacturing
 - Recreational Facility
 - Cemetery
 - Private Airport
 - Concentrated Animal Feed Operation
 - Livestock Auction Facility
 - Topsoil Extraction
- iv. **Adjacent uses:** The properties adjacent to the subject rezone are primarily used for agriculture and single family dwellings. The Wellsville City boundary is located immediately adjacent to the south and west of the subject properties. As part of the application submittal requirements, the applicant was required to provide a letter from the City regarding future annexation and access to services (Attachment B). In that letter dated May 6, 2022, the City states that no utility services are being provided, but that the City strongly recommends annexation into Wellsville.
- v. **Annexation Areas:** The subject property is located within the Wellsville City future annexation area. Wellsville City submitted a 2nd letter signed by Mayor Thomas G. Bailey dated June 27, 2022, in which they oppose the proposed rezone (Attachment C). The key reasons listed in the letter of opposition include: Wellsville City infrastructure (i.e., water and sewer) is located in close proximity to the properties and will be better for a development versus individual septic systems and wells; future county development will benefit from Wellsville amenities and services without contributing to the City's tax base or impact fees; and the proposed rezone would interrupt and undermine the City's Master Plan.
- vi. **Zone Placement:** As identified by the Planning Commission and the County Council at the time the RU2 Zone was adopted, the intended/anticipated placement of this zone was in areas of the unincorporated county adjacent to municipalities. However, the zone has generated concerns from several municipalities that the development pattern is not compatible with their future annexation and growth expansion plans. The Wellsville City boundary is immediately south and west the subject properties. The nearest RU2 zone is 3.8 miles north and west of the subject properties at approximately 3200 South Hwy 23, near Mendon but not immediately adjacent to the town's boundary. This RU2 Zone was approved as the Rose Hills Subdivision Rezone in 2014. The Rose Hills Subdivision was approved as a 2-lot subdivision with an Agricultural Remainder in 2003. After the rezone was approved the subdivision

was amended to add one additional lot, but with 11.5 acres in the RU2 Zone there is the potential for two more building lots.

B. Ordinance—§12.02.010, §17.02.060; §17.08.030 [C]

4. As per §17.02.060, Establishment of Land Use Authority, the County Council is authorized to act as the Land Use Authority for this application.
5. The current County Land Use Ordinance does not specify appropriate locations for the Rural 2 (RU2) Zone but does contain possible guidelines for its implementation. County Land Use Ordinance §17.08.030 [B] [1] identifies the purpose of the RU2 Zone and includes the following:
 - a. “To allow for residential development in a moderately dense pattern that can allow for rural subdivisions, and to allow for clustering plans larger than a single parcel. This type of development should be located and designed to not unreasonably impede adjacent agricultural uses, nor to unreasonably conflict with the development standards of adjacent municipalities.
 - b. To implement the policies of the Cache Countywide Comprehensive Plan, including those regarding improved roadways, density based residential standards, clustering, moderate income housing and municipal standards.
 - c. This zone must be appropriately served by suitable public roads, have access to the necessary water and utilities, and have adequate provision of public services.”
6. Consideration of impacts related to uses allowed within the RU2 Zone will be addressed as part of each respective approval process required prior to site development activities.

C. Access—16.04.040 [A], 16.04.080 [E], Road Manual

7. §16.02.010 Standards and Lot Size – All subdivisions must meet the minimum lot and development standards as outlined in each base zone of the Cache County Zoning Ordinance and within this title.
8. Table 17.10.040 Site Development Standards – Minimum lot frontage required in the RU2 Zone is 90 feet.
9. §17.07.040 General Definitions – Lot/Parcel Frontage: that portion of a development site that abuts a public or private roadway. For the purposes of determining setback requirements on corner lots, all sides of a lot adjacent to a roadway shall be considered frontage
10. §16.04.040 [A] Roads – All roads must be designed and constructed in accordance with Title 12 of the County Code.
11. §12.02.010 Roadway Standards – Requirements for roadway improvement are provided in the current Manual of Roadway Design and Construction Standards (Road Manual).
12. A basic review of the access to the subject property identifies the following:
 - a. Primary access to the subject properties is from 6100 South, a County road.
13. 6100 South:
 - a. Is an existing county facility that provides access to multiple dwellings, agricultural uses, vacant lots, and provides through access from Hwy 89/91 to 3200 West.
 - b. Is classified as a Minor Local Road.
 - c. Is paved and varies in width from 18 to 20 feet.
 - d. Is considered substandard as to right-of-way, paved and gravel shoulder width, and clear zone.
 - e. Is maintained year round by the County.

D. Service Provisions:

14. §16.04.080 [C] Fire Control – The County Fire District had no comments on the rezone. Future access must be reevaluated and may require improvements based on the location of any proposed structure on lots created through a subdivision process.
15. §16.04.080 [F] Solid Waste Disposal – Logan City Environmental provides refuse collection in this area, but collection location and further requirements will be reevaluated based on any future development.

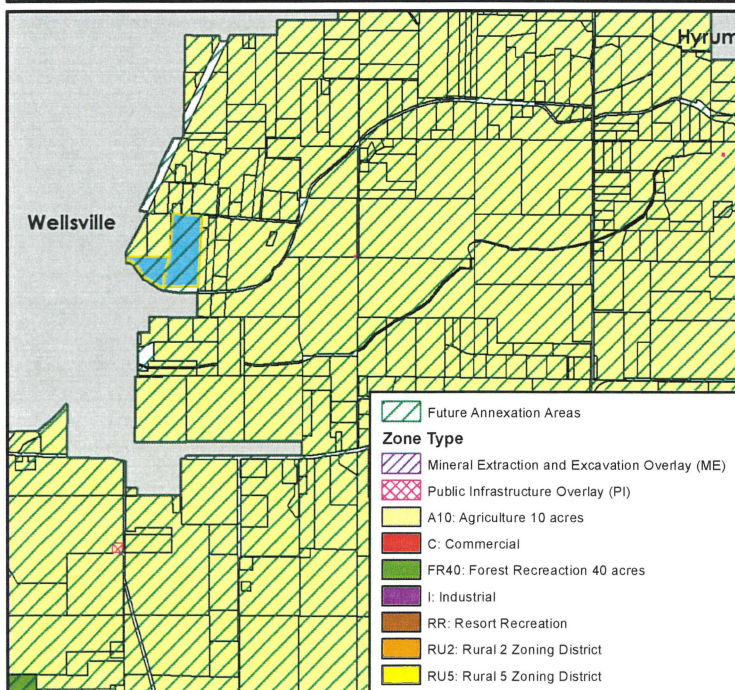
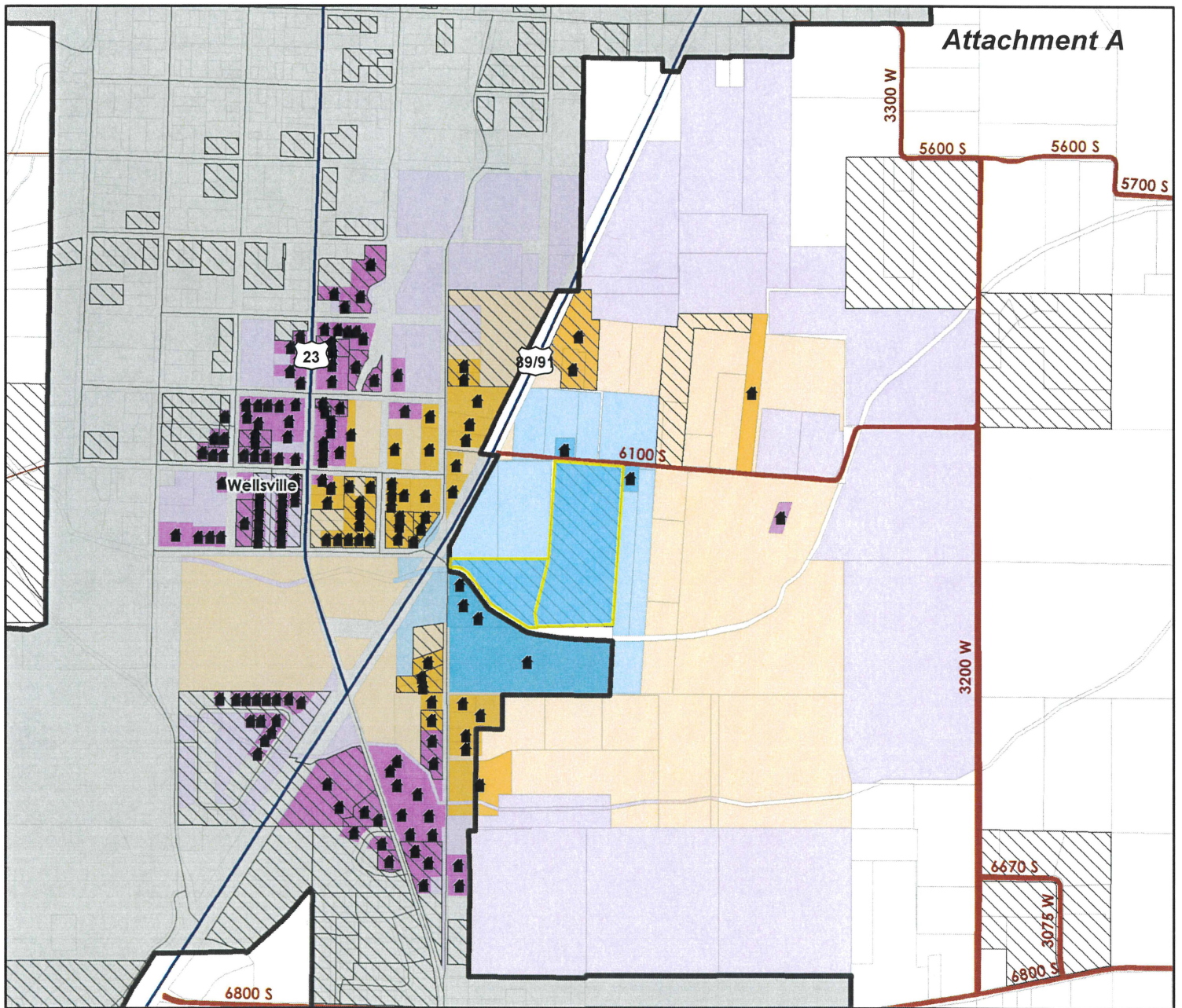
E. Public Notice and Comment—§17.02.040 Notice of Meetings

16. Public notice was posted online to the Utah Public Notice Website on 24 June 2022.
17. Notices were posted in three public places on 24 June 2022.
18. Notices were mailed to all property owners within 300 feet and Wellsville City on 24 June 2022.
19. As mentioned above, Wellsville City has submitted written comments opposing the rezone request. At this time, no additional written public comments regarding this proposal have been received by the Development Services Office.

Recommendation & Conclusion

Based on the findings of fact noted herein, the Winnies Properties Rezone is hereby recommended for denial to the County Council as follows:

1. The proximity of the subject properties to the boundaries of Wellsville City with access to utilities, emergency services, and infrastructure would be better served as part of a Wellsville City development through an annexation process.



Legend

- Proposed Rezone
- Municipal Boundaries
- Subdivisions
- Parcels
- Winter Maintenance
- County Roads
- Highways



Average Parcel Size	
Adjacent Parcels	With a Home: 1 Acre (2 Parcels)
	With a Home in Wellsville City: 6.8 Acres (4 Parcels)
	Without a Home: 7.4 Acres (12 Parcels)
	Without a Home in Wellsville City: 1.6 Acres (5 Parcels)
1/4 Mile Buffer	With a Home: 3.2 Acres (5 Parcels)
	With a Home in Wellsville City: 1.6 Acres (48 Parcels)
	Without a Home: 9.1 Acres (36 Parcels)
	Without a Home in Wellsville City: 4 Acres (22 Parcels)
1/2 Mile Buffer	With a Home: 2.8 Acres (6 Parcels)
	With a Home in Wellsville City: 1 Acre (160 Parcels)
	Without a Home: 12.4 Acres (59 Parcels)
	Without a Home in Wellsville City: 2.7 Acres (60 Parcels)



6/7/2022



WELLSVILLE CITY CORPORATION

75 East Main
P.O. Box 6
Wellsville, Utah 84339
Phone: 435-245-3686
Fax: 435-245-7958

CITY MANAGER/RECORDER

Scott E. Wells

CITY TREASURER

Leesa M. Cooper

Attachment B

MAYOR

Thomas G. Bailey

CITY COUNCIL

Kaylene Ames

Bob Lindley

Denise N. Lindsay

Perry N. Maughan

Chad P. Poulsen

May 6, 2022

Cameron Winqvist
Wellsville, Utah 84339

Dear Cameron:

Regarding your property tax id# 10-043-0001 & #10-043-0025, Wellsville City currently does not provide any utilities to this property.

However, considering the proximity of the property to existing utility lines, we strongly recommend that you consider the option of annexing this property into Wellsville City.

We thank you for your interest in building in Wellsville City.

Sincerely,

Scott Wells
WELLSVILLE CITY CORPORATION

SW/dl



WELLSVILLE CITY CORPORATION

75 East Main
P.O. Box 6
Wellsville, Utah 84339
Phone: 435-245-3686
Fax: 435-245-7958

CITY MANAGER/RECORDER

Scott E. Wells

CITY TREASURER

Leesa M. Cooper

MAYOR

Thomas G. Bailey

CITY COUNCIL

Kaylene Ames

Bob Lindley

Denise N. Lindsay

Perry N. Maughan

Chad P. Poulsen

June 27, 2022

Cache County Council and Planning Commission
199 North Main, Suite 305
Logan, Utah 84321

Dear County Council and Planning Commission Members:

On behalf of the city of Wellsville, I am writing to express opposition to the proposed development of property on the eastern border of Wellsville City limits. This property is identified by Parcel #'s 10-043-0001 and 10-043-0025.

We acknowledge that a property owner has certain rights. However, we also believe that it is important to look to the future and have an enlarged perspective of how an individual property owner's rights and desires will impact adjoining lands. This proximity of this proposed development to Wellsville City makes it an obvious location for annexation and expansion and is addressed as such in Wellsville's Master Plan.

Following are some of the key reasons Cache County should deny the proposed subdivision:

- a. The property is located close to Wellsville City infrastructure such as culinary water and sewer. Water is a valuable resource, and it would be wise to provide it in a managed and measured way rather than having a multitude of wells. A sanitary sewer collection system is more efficient and safer than numerous septic tanks would be.
- b. While residents of the proposed subdivision would certainly benefit from their proximity to Wellsville's parks, recreation programs, EMS, and fire department, Wellsville City would not receive any monetary benefit from those homes or families. The City would not receive impact fees or property taxes to help offset the cost of providing amenities and services to those living in the proposed development.
- c. Wellsville City has put tremendous time and effort into developing a sound Master Plan. We firmly believe that the property in question should NOT be developed in a manner that interrupts and undermines the managed growth detailed in our Master Plan. If the property is developed, it should be in congruence with the surrounding area and not hinder future growth.

Thank you for your consideration of our request. I encourage any member of the council or commission to reach out to me with any questions or concerns that I can address.

Sincerely,

Thomas G. Bailey, Mayor
TGB/lc

CACHE COUNTY COUNCIL MEETING
AUGUST 9, 2022

ATTACHMENT 4

RESOLUTION NO. 2022-22
CACHE COUNTY, UTAH

RESOLUTION DECLARING THAT CACHE COUNTY WILL NOT ACCEPT, CONSIDER, OR GRANT ANY APPLICATION FOR A PROPERTY TAX DEFERRAL UNDER UTAH CODE § 59-2-1802 BEFORE JANUARY 1, 2025, UNLESS REQUIRED TO DO SO BY STATUTORY AMENDMENT SUBSEQUENT TO THE ADOPTION OF THIS RESOLUTION

WHEREAS, during its 2022 General Session the Utah Legislature passed Senate Bill 25, titled Property Tax Deferral Amendments (“Senate Bill 25”), which addresses the deferral of property taxes for certain owners of single-family residences; and

WHEREAS, to be an “eligible owner” under Senate Bill 25 a person must own “an attached or a detached single-family residence”; be “75 years old or older on or before December 31 of the year in which the individual applies for a deferral”; have household income that “does not exceed 200% of the maximum household income certified to a homeowner’s credit described in [Utah Code] Section 59-2-1208”; and have household liquid resources that “do not exceed 20 times the amount of property taxes levied on the owner’s residence for the preceding calendar year,” Utah Code §§ 59-2-1801(3); and

WHEREAS, the tax deferral allowed under Senate Bill 25 applies only to single-family residences with values “no greater than 100% of the median property value of attached and detached single-family residences within the county,” Utah Code § 59-2-1802(4)(c); and

WHEREAS, many questions regarding how to properly and practically implement Senate Bill 25 remain unanswered, including, for example, the following:

- What should be done about a tax delinquency already existing when an eligible owner turns 75 year old?
- What should be done if an eligible owner applies for a deferral one year but neglects to file for a deferral in a subsequent year?
- If the deferral period ends and taxes become delinquent, is a tax sale appropriate after 1 year of subsequent delinquency or only after 5 years of subsequent delinquency?
- What is meant by “lump sum payments” when Senate Bill 25 tells counties to calculate “household liquid resources” based on an individual’s “cash on hand,” “money in a checking or savings account,” “savings certificates,” “stocks or bonds,” and “lump sum payments”?
- Should counties consider attached and detached single family residences as separate groups or a single group when determining “the median property value of attached and detached single-family residences”?
- If both spouses names are on the title of a single-family residence, do both spouses have to be 75 years old or older for taxes on that residence to be deferred?

WHEREAS, Senate Bill 25 gives Counties the option to defer or not defer property taxes for qualifying owners of single-family residences for tax years 2022, 2023, and 2024 and does

not require Counties to defer property taxes for qualifying owners of single-family residences until tax year 2025; and

WHEREAS, Cache County believes that questions regarding proper and practical implementation of tax laws should be answered, where possible, prior to implementation of those laws; and

WHEREAS, Cache County anticipates that the Utah Legislature will likely clarify provisions of Senate Bill 25 during the legislative sessions between now and January 1, 2025;

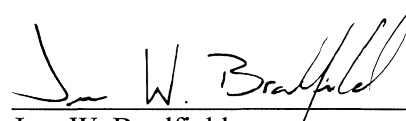
NOW, THEREFORE, it is hereby resolved by the Cache County Council that Cache County will not accept, consider, or grant any application for a property tax deferral under Utah Code § 59-2-1802 before January 1, 2025, unless required to do so by statutory amendment subsequent to the adoption of this Resolution.

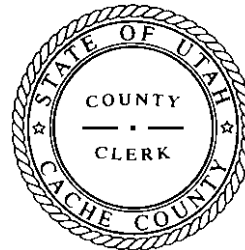
RESOLVED this 9th day of August 2022.

CACHE COUNTY COUNCIL


Barbara Tidwell, Chair

ATTEST:


Jess W. Bradfield
Cache County Clerk



CACHE COUNTY COUNCIL MEETING
AUGUST 9, 2022

ATTACHMENT 5



CACHE COUNTY RESOLUTION 2022 - 23

A RESOLUTION TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH NIBLEY CITY REDEVELOPMENT AGENCY FOR THE PURPOSE OF REMITTANCE OF TAX REVENUE TO INCENTIVIZE DEVELOPMENT IN THE AGREEMENT AREA

WHEREAS, Chapter 13 of Title 11 of the Utah Code enables interlocal cooperation between local governmental units to make the most efficient use of their powers on a basis of mutual advantage for the promotion of the general welfare; and

WHEREAS, the County Council, in regular meeting, lawful notice of which has been given, finds that it is in the best interests of the citizens of Cache County to enter into an interlocal agreement with the Nibley City Redevelopment Agency to incentivize the economic development of the County;

NOW THEREFORE, BE IT RESOLVED that the County Council approves the adoption of the following resolution:

Section 1: Franchise Agreement.

The Cache County Executive is hereby authorized to execute the Interlocal Agreement between Cache County and Nibley City Redevelopment Agency (attached hereto as Attachment 1) on the terms set forth in that agreement.

Section 2: Effective Date

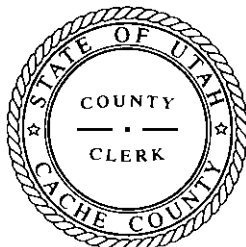
This Resolution shall be effective immediately upon its adoption.

PASSED AND APPROVED this August 9, 2022.

By: Barbara Tidwell
Barbara Tidwell
Council Chair

ATTEST:

By: Jess W. Bradfield
Jess Bradfield
County Clerk





ATTACHMENT 1

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the **NIBLEY CITY REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the “Agency”), and **CACHE COUNTY**, a political subdivision of the State of Utah (the “County”) in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency is operating under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Nibley City (the “City”) in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”); and

C. **WHEREAS**, the Agency has established the MALOUF COMMUNITY REINVESTMENT PROJECT AREA (the “Project Area”) located within the vicinity of Nibley City (the “City”) East of Highway 89 and North of 3200 South, it also includes a 55-acre parcel which is located north of the Malouf Headquarters and is the parcel north of 2600 South, as outlined in Exhibit “A” (the “Property”), through the adoption of the Malouf Community Reinvestment Project Area Plan (the “Project Area Plan”), located within the City, which Project Area is described in Exhibit “B” attached hereto along with any amendments is incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains mostly vacant and underutilized land, which is anticipated to include more developments, with encouragement and planning by the Agency, such as an expanded headquarters, townhomes, single family homes, parks and recreation areas, a marketplace, retail lots, and trails. The Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of **\$207,906** per year in property taxes for the various taxing entities, including the City, Cache County (the “County”), Cache County School District (the “School District”), the Millville-Nibley Cemetery Maintenance District (the “Cemetery District”), and the Cache Mosquito Abatement District (the “Mosquito District”), with only **\$30,858** being generated annually for the County; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property tax increment produced by the Project Area for the City, County, the School District, the Cemetery District, and the Mosquito District are projected to total approximately **\$1,577,880** per year, with **\$234,191** going to the County; and

G. **WHEREAS**, the Agency has requested the City, County, the School District, the Cemetery



District, and the Mosquito District to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time portions of the increased property tax (i.e., Tax Increment,) which will be generated by further development within the Project Area; and

H. **WHEREAS**, it is in the best interest of the residents of the County for the County to remit such payments to the Agency to permit the Agency to leverage private development within the Project Area; and

I. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Budget; and

J. **WHEREAS**, the Agency adopted the Malouf Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as **Exhibit "C"** along with any amendments is incorporated herein by this reference, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area; and

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The County has determined that significant additional property tax revenue (i.e., Tax Increment, as defined by the Act) will likely be generated by the development of public amenities within the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.
2. **Offset of Development Costs and Expenses.** The County has determined that it is in the best interests of its residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.
3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be tax year 2020, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2020 Cache County assessment rolls for all property located within the Project Area (which is currently estimated to be **\$19,895,331**, but is subject to final adjustment and verification by the County and Agency).
4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the



Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the County to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by 2025. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Cache County Auditor's office.

6. **Total Payment to Agency.** The County shall authorize the County to remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Fifteen, 75%, as specified in the Project Area Budget, of the annual Property Tax Increment generated from within the Project Area, including the real (*i.e.*, building, land, and fixtures), personal, and centrally assessed property within the Project Area.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real property, personal property, and centrally assessed property taxes collected from the Project Area by the County acting as the tax collection agency for the County. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the County, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

8. **Prohibition of Reduction of Funds by Taxing Entities.** As required under 17C-5-204(6), this agreement prohibits the County from proportionately reducing the amount of project area funds the County consents to pay to the Agency by the amount of any direct expenditures the County makes within the Project Area for the benefit of the Project Area or the Agency.

9. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County acting as the tax collecting agency for the County. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the County on an annual basis.

10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required



or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Cache County:
Cache County
Attn: Cache County Commission
179 N Main Street
Logan, Utah 84321
Phone: (435) 755-1850

If to Agency:
Nibley City Redevelopment Agency
Attn: Agency Board
455 W 3200 S
Nibley, Utah 84321
Phone: (435) 752-0431

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventytwo (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.



16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.
18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
20. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Cache County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.
21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.
22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
23. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Fifteen or according to any sunset provision in the Project Area Budget.
24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.



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

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

County: CACHE COUNTY

Attest:

By: _____

Its: Chair

Clerk

Approved as to form:

Attorney for County

Agency: NIBLEY CITY REDEVELOPMENT AGENCY

Attest:

By: _____

Its: Chair

Secretary

Approved as to form:

Attorney for Agency

CACHE COUNTY COUNCIL MEETING
AUGUST 9, 2022

ATTACHMENT 6



CACHE COUNTY RESOLUTION 2022 - 24

A RESOLUTION TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH NORTH LOGAN CITY REDEVELOPMENT AGENCY FOR THE PURPOSE OF REMITTANCE OF TAX REVENUE TO INCENTIVIZE DEVELOPMENT IN THE AGREEMENT AREA

WHEREAS, Chapter 13 of Title 11 of the Utah Code enables interlocal cooperation between local governmental units to make the most efficient use of their powers on a basis of mutual advantage for the promotion of the general welfare; and

WHEREAS, the County Council, in regular meeting, lawful notice of which has been given, finds that it is in the best interests of the citizens of Cache County to enter into an interlocal agreement with the North Logan City Redevelopment Agency to incentivize the economic development of the County;

NOW THEREFORE, BE IT RESOLVED that the County Council approves the adoption of the following resolution:

Section 1: Franchise Agreement.

The Cache County Executive is hereby authorized to execute the Interlocal Agreement between Cache County and North Logan City Redevelopment Agency (attached hereto as Attachment 1) on the terms set forth in that agreement.

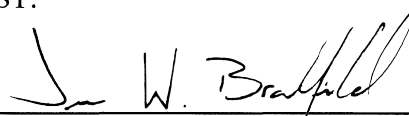
Section 2: Effective Date

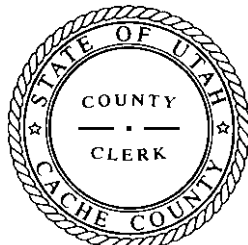
This Resolution shall be effective immediately upon its adoption.

PASSED AND APPROVED this August 9, 2022.

By: 
Barbara Tidwell
Council Chair

ATTEST:

By: 
Jess Bradfield
County Clerk





ATTACHMENT 1

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the **NORTH LOGAN CITY REDEVELOPMENT AGENCY**, a community development and renewal agency and political subdivision of the State of Utah (the “Agency”), and **CACHE COUNTY**, a political subdivision of the State of Utah (the “Taxing Entity”). The Agency and the Taxing Entity may also be referred to individually as a “Party” and collectively as the “Parties.”

A. **WHEREAS**, the Agency operates under the provisions the Community Development and Renewal Agencies Act, Title 17C of the Utah Code Ann. (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting North Logan City (the “City”) in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”); and

C. **WHEREAS**, the Agency has created the Cache Innovation CRA Community Reinvestment Project Area (the “Project Area”), through the adoption of the Cache Innovation CRA Community Reinvestment Project Area Plan (the “Project Area Plan”), located within the City, which Project Area is described in the Project Area Plan attached hereto as Exhibit “A” and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into industrial, retail, office, residential, and mixed uses. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more Development/Participation Agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property taxes, referred to as “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, as explained further in the Plan, the City will incur significant costs and expenses to provide redevelopment infrastructure improvements, including assistance with demolition, architectural treatments, and streetscapes; and the City may assemble land within the Project Area to incentivize development activity with lower land prices and to promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, historically, the Project Area has generated a total of \$240,954 per year in property taxes for the various taxing entities, including the City, Cache County (the “County”), Cache County School District (the “County School District”), the Logan City School District (the “City School District”), the Cache Mosquito Abatement District; the Cache Water District; and the Hyde Park Cemetery Maintenance District (collectively, the “Taxing Entities”); and

G. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the Taxing Entities collectively are projected to total



approximately \$3,125,000 per year; and

H. **WHEREAS**, the Agency has requested the Taxing Entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased property tax which will be generated by the Project Area; and

I. **WHEREAS**, it is in the best interest of the citizens of the Taxing Entity for the Taxing Entity to remit such payments to the Agency in order to permit the Agency to leverage private development of the Project Area; and

J. **WHEREAS**, the Agency has retained EFG Consulting an independent financial consulting firm with substantial experience regarding community development projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "A"; and

K. **WHEREAS**, the Agency has also created the Cache Innovation CRA Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "B", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

L. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.
2. **Offset of Development Costs and Expenses.** The Taxing Entity has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency in the construction and installation of infrastructure improvements and other development related costs needed to serve the Project Area, to the extent permitted by the Act, as amended from time to time.
3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2020, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2021 Cache County assessment rolls for all property located within the Project Area (which is currently estimated to be \$22,239,995, but is subject to final adjustment and verification by the County and Agency).
4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more agreements with one or more developers which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from



year to year) to the developer(s) conditional upon the developer(s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the Developer that the Developer, or its approved successors in title as owners of the Property, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Terms.** The County is authorized and instructed to pay Tax Increment to the Agency annually, according to the following schedule (and the County will pay the remaining balance of the Tax Increment directly to the Taxing Entity annually):

Tax Increment will be collected for no more than 10 years for any one parcel. The length of the total increment window for the Project Area will be 25 years. The Agency will trigger specific parcels as develop opportunities arise. The Agency will be governed by the following table when determining the trigger of each parcel. The Agency will trigger new parcels in their annual November 1st report.

TYPE OF DEVELOPMENT	TAX INCREMENT RATE (UP TO)	TAX INCREMENT RATE (UP TO)
Manufacturing/Industrial*	75%	10 Years
Anchor Retail (>50k sf)	60%	10 Years
Office/Non-Retail	50%	10 Years
Other Retail (<50k sf)	25%	5 Years
Residential	0%	0 Years
*jobs created at or above 110% of prevailing county wage		

The City will pay 10% of the sales tax revenues generated by a parcel for five years from the trigger date directly to the County School District.

6. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collection agency for the Taxing Entity. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the City, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County from the Project Area.

7. **No Independent Duty.** The Taxing Entity shall be responsible to remit to the Agency only Tax Increment actually received by the County. The Taxing Entity shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the Taxing Entity on an annual basis as described in Section 5 *above*.

8. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

9. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith



with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

10. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the Taxing Entity:

Cache County
Attn: Executive Suite
199 North Main Street
Logan, UT 84341

If to the Agency:

North Logan City Redevelopment Agency
Attn: Executive Director
2076 N 1200 E
North Logan, UT 84341

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventytwo (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

11. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

12. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

13. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action



under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

14. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

15. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

18. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Cache County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

19. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

20. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

21. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency as described in Section 5 *above*.

22. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

23. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to



the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

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

- a. This Agreement shall be authorized and adopted by resolution of the legislative body or governing board of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Executive Director of the Agency is hereby designated the Administrator of the Agreement for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act, and on behalf of the Agency in accordance with Utah Code Annotated Section 17C-4-202.
- g. This Agreement will not take legal effect and the notice described in Paragraph 25.g., shall be issued until this Agreement (a) has been approved by each Party as required by Utah Code Section 11-13-202(2), (b) has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with law as required by Utah Code Section 11-13-203, and (c) has been filed with the keeper of records of each Party, as required by Utah Code Section 11-13-209.
- h. The term of this Agreement shall commence on the publication of the notice required by Utah Code Annotated §17C-4-202 of the Act and shall continue through the date on which all of the Entity's Share for the specified sixteen (16) year period has been paid to the Agency as provided for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c., but in any event, unless amended, this Agreement shall terminate no later than the end of December 31, 2031. No other termination, in part or in whole, or this Agreement shall be made without the adoption, by resolution, of an amendment to this Agreement by all the Parties.



- i. The Parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.
- j. There is no financial or joint or cooperative undertaking and no budget shall be established or maintained.
- k. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Cache County:

Attest:

By: _____
David Zook
Its: County Executive

Secretary

Approved as to form:

Cache County Attorney

Agency: NORTH LOGAN CITY REDEVELOPMENT
AGENCY

Attest:

By: _____
Its: Chair

Secretary

Approved as to form:



Attorney for Agency