

CACHE COUNTY COUNCIL

October 10, 2023 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 David Erickson, Councilmember Barbara Tidwell, Councilmember Karl Ward, Councilmember Sandi Goodlander, Councilmember Nolan Gunnell, Councilmember Mark Hurd (by phone), Councilmember Kathryn Beus.

MEMEBERS EXCUSED:

STAFF PRESENT: Saige Crane, Dianna Schaeffer, Amy Adams, Bartt Nelson, Nathan Argyle, Dirk Anderson, Micah Safsten.

OTHER ATTENDANCE: Corey Twedt

Council Meeting

1. Call to Order 5:00p.m. – Council Chair David Erickson [0.0](#)

2. Opening Remarks and Pledge of Allegiance – Karl Ward [0.20](#)

3. Review and Approval of Agenda APPROVED [1:29](#)

Action: Motion made by Councilmember Nolan Gunnell to approve the agenda; seconded by Councilmember Barbara Tidwell.

[1:35](#)

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Karl Ward, Mark Hurd

Nay: 0

4. Review and Approval of Minutes APPROVED [1:55](#)

Action: Motion made by Councilmember Sandi Goodlander to approve the minutes; seconded by Councilmember Nolan Gunnell. [2:02](#)

Motion passes.

Aye: 6 David Erickson, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Karl Ward, Mark Hurd

Nay: 0

Abstain: 1 Barbara Tidwell

5. Report of the County Executive [2:15](#)

Dirk Anderson spoke to the council. [2:17](#)

6. Items of Special Interest

a. Appointments/discussions

b. Appointments/discussions

7. Department or Committee Reports

8. Board of Equalization Matters [2:45](#)

a. Ratification of Board of Equalization Decisions [2:50](#)

Action: Motion made by Councilmember Karl Ward to ratify the Board of Equalization Decisions; seconded by Councilmember Barbara Tidwell. [3:11](#)

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Karl Ward, Mark Hurd

Nay: 0

9. Tax relief

a. Hardships [17:24](#)

Dianna Schaeffer Spoke to the council. [17:41](#);

Discussion:

Action: Motion made by Councilmember Karl Ward to approve the five hardship cases; seconded by Councilmember Barbara Tidwell. [18:34](#)

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Karl Ward, Mark Hurd

Nay: 0

10. Public Hearings [19:52](#)

A. Set Public Hearing for October 24, 2023 at 6:00 p.m. – Resolution 2023-18 – Adopting the 2024 Cache County Budget [19:56](#)

Discussion:

Action: Motion made by Councilmember Kathryn Beus to approve public hearing; seconded by Councilmember Barbara Tidwell.

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Karl Ward, Mark Hurd

Nay: 0

11. Pending Action [4:01](#)

A. Ordinance 2023-28 Graham Addition Rezone

A request to rezone ~125 acres located at 11432 North 2300 East, near Richmond from the Forest Recreation (FR40) Zone to the Agricultural (A10) Zone. Planning Commission recommended denial. **(Tabled until December 5, 2023 Meeting)**

B. Amending the 2023 Notice of the Annual Cache County Council Meeting and County Offices Holiday Schedule [4:19](#)

Councilmember Nolan Gunnell asked a question. [4:49](#); Dane Murray answered Councilmember Nolan Gunnell's question. [4:53](#); Micah Safsten Spoke to the council. [5:16](#);

Discussion:

Action: Motion made by Councilmember Karl Ward to approve the amended meeting and 2023 county offices holiday schedule; seconded by Councilmember Barbara Tidwell. [6:55](#)

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Karl Ward, Mark Hurd

Nay: 0

C. Resolution 2023-16 Consenting to the Logan Redevelopment Agency Receiving Tax Increment Attributable to Cache County's Tax Levy Generated in the 1400 North Main Community Reinvestment Project Area [45:46](#)

Council talked about the taxes and the proposed project. [47:38](#); Dianna Schaeffer spoke to the council about the proposed project. [48:23](#);

Discussion:

Action: Motion made by Councilmember Karl Ward to approve the Resolution; seconded by Councilmember Sandi Goodlander. [54:18](#)

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Karl Ward, Mark Hurd

Nay: 0

12. Initial Proposals for Consideration of Action [7:50](#)

A. Millville Cold Storage Annexation [7:56](#)

Tim Watkins Spoke to the council. Matt Philips Spoke to the council about a road in Millville city. [12:10](#);

Discussion:

Action: Motion made by Councilmember Kathryn Beus to approve Ordinance/Resolution; seconded by Councilmember Karl Ward.

Motion passes.

Aye: 7 David Erickson, Barbara Tidwell, Kathryn Beus, Nolan Gunnell, Sandi Goodlander, Karl Ward, Mark Hurd

Nay: 0

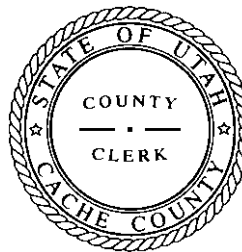
Micah Safsten spoke to the council. [20:47](#); Saige Crane read a message from David Benson. [23:39](#); The council discussed the possibility of having an elected official over the auditor office or a just a department head. [24:11](#); Amy Adams spoke to the council about finding new financial supervisor and potentially finding a new auditor supervisor. [28:48](#); Council talked about what it would be like to have an elected official or an employee. [29:42](#); Dane Murray answered Councilmember Barbara Tidwell's question. [31:23](#); Moved to next council meeting on 10/24/2023.

a. Council Summer Party	October 17, 2023 at 6:00 pm at Gordy's House
b. UAC Annual Convention	Nov. 15-17, 2023 in St. George Dave, Karl, Sandi, Barbara, Mark, Nolan

David Erickson –
 Sandi Goodlander –
 Karl Ward – Talked about Jones Simkins presented audit and audit committee accepted audit.
 Barbara Tidwell –
 Kathryn Beus –
 Nolan Gunnell –
 Mark Hurd –

Adjourn: 6:00 PM

ATTEST: David Benson, Clerk
Cache County Council



DAVID N. ZOOK
COUNTY EXECUTIVE

199 NORTH MAIN STREET
LOGAN, UT 84321
435-755-1850
WWW.CACHECOUNTY.ORG



COUNTY COUNCIL
BARBARA Y. TIDWELL, CHAIR
PAUL R. BORUP, VICE CHAIR
DAVID L. ERICKSON
NOLAN P. GUNNELL
KARL B. WARD
GINA H. WORTHEN
GORDON A. ZILLES

NOTICE OF THE ANNUAL CACHE COUNTY COUNCIL MEETING AND COUNTY OFFICES HOLIDAY SCHEDULE

PUBLIC NOTICE is hereby given that the 2023 meeting schedule of the Cache County Council is as follows:

JANUARY	10	and	24	JULY	11	and	25
FEBRUARY	14	and	28	AUGUST	8	and	22
MARCH	14	and	28	SEPTEMBER	12	and	26
APRIL	11	and	25	OCTOBER	10	and	24
MAY	9	and	23	NOVEMBER	7	and	28
JUNE	13	and	27	DECEMBER	5	and	12

Regular meetings of the Council will be held in the Cache County Historic Courthouse, 199 North Main, Logan, Utah 84321 beginning at 5:00 p.m. unless notice is given otherwise. Special and emergency meetings may be called as necessary pursuant to Utah State law.

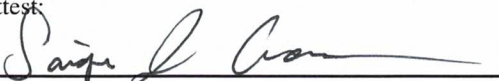
The following legal holidays will be observed in 2023 by Cache County Government. County offices, except emergency services, shall be closed on these days:

JANUARY	2	Monday (observed)	New Year's Day
JANUARY	16	Monday	Martin Luther King Jr. Day
FEBRUARY	20	Monday	Presidents' Day
MAY	29	Monday	Memorial Day
JUNE	19	Monday	Juneteenth
JULY	4	Tuesday	Independence Day
JULY	24	Monday	Pioneer Day
SEPTEMBER	4	Monday	Labor Day
OCTOBER	9	Monday	Columbus Day
NOVEMBER	10	Friday (observed)	Veterans Day
NOVEMBER	23	Thursday	Thanksgiving Day
NOVEMBER	24	Friday	Personal Preference Day
DECEMBER	25	Monday	Christmas Day
DECEMBER	26	Tuesday	Christmas Holiday

And all days which may be set apart by the President of the United States or the Governor of the State of Utah by proclamation shall also be observed as legal holidays.

Witness my hand this 10th day of October, 2023.

Attest:


David Benson
Cache County Clerk / Auditor
Saige Crane


David L. Erickson, Chair
Cache County Council

Publication Date: October 11, 2023



**CACHE COUNTY
RESOLUTION NO. 2023 - 16**

**A RESOLUTION CONSENTING TO THE LOGAN REDEVELOPMENT AGENCY
RECEIVING TAX INCREMENT ATTRIBUTABLE TO CACHE COUNTY'S TAX
LEVY GENERATED IN THE 1400 NORTH MAIN COMMUNITY REINVESTMENT
PROJECT AREA**

- A. WHEREAS, the City of Logan (hereinafter "Logan City") and the Redevelopment Agency of the City of Logan (hereinafter "Agency") have complied with the process and requirements for adopting a community reinvestment project area plan pursuant to U.C.A. § 17C-5-101 et seq.; and
- B. WHEREAS, pursuant to U.C.A. § 17C-5-204, the Agency has requested that Cache County agree to contribute a portion of Cache County's tax increment for the purposes of carrying out the adopted 1400 North Main Community Reinvestment Project Area Plan; and
- C. WHEREAS, the Cache County Council has determined that participating in the manner set forth in the attached Interlocal Agreement for Tax Increment is in the best interests of Cache County.

Now, therefore, the Cache County Council hereby ordains, as follows:

SECTION 1: Pursuant to Utah Code Ann. §11-13-202.5, the Cache County Council hereby approves the tax increment agreement for the 1400 North Main Community Reinvestment Project Area entitled "Interlocal Agreement for Tax Increment between the Redevelopment Agency of the City of Logan and Cache County" as set forth in the attached Exhibit A. Said Interlocal Agreement shall be effective upon the Agency's compliance with Utah Code Ann. §17C-5-205 regarding approving and noticing tax increment interlocal agreements.

SECTION 2: Effective Date. This resolution shall become effective upon publication.

RESOLVED BY THE COUNTY COUNCIL OF CACHE COUNTY, UTAH THIS 19 DAY
OF October 2023.

	In Favor	Against	Abstained	Absent
Sandi Goodlander	X			
David Erickson	X			
Nolan Gunnell	X			
Barbara Tidwell	X			
Karl Ward	X			

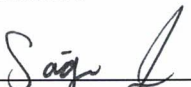



Mark Hurd	X			
Kathryn Beus	X			
Total	7			

CACHE COUNTY:

By: 
David L. Erickson, Chair

ATTEST:

By:  
David Benson, County Clerk / Auditor
Saige Crane

INTERLOCAL AGREEMENT FOR TAX INCREMENT

THIS INTERLOCAL AGREEMENT FOR TAX INCREMENT (this “**Agreement**”) is entered into as of the ____ day of _____ 2023, by and between the REDEVELOPMENT AGENCY OF THE CITY OF LOGAN, 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 “**County**”). The Agency and the County are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Agency was created and organized pursuant to the provisions of Utah law and currently continues to operate under the provisions of the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Utah Code Ann. Title 17C Chapters 1 through 5, as amended (the “**Development Act**”), and is authorized and empowered thereunder to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, pursuant to the Development Act, the Agency on July 18, 2023, and the City of Logan (the “**City**”) on August 1, 2023, established the 1400 North Main Community Reinvestment Project Area (the “**Project Area**”) and adopted the 1400 North Main Community Reinvestment Project Area Plan, dated June 15, 2023 (the “**Plan**”), which described documents are attached as Attachment A; and

WHEREAS, the Agency, after receiving consent from the participating tax entities, adopted the 1400 North Main Community Reinvestment Project Area Budget (the “**Project Area Budget**”) on September 5, 2023, which is described in the documents attached as Attachment B; and

WHEREAS, pursuant to interlocal agreements with taxing entities, the Development Act authorizes funding of community development project areas and plans with property tax increment and sales tax proceeds; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the County’s tax levy, and the County is willing to consent that such property tax increment from the Project Area attributable to the County’s tax levy be used to fund the Plan; and

WHEREAS, Utah Code Ann. §17C-5-204 of the Development Act authorizes a taxing entity to “consent to the Agency receiving the taxing entity’s tax increment or sales tax revenues, or both, for the purpose of providing funds to carry out a proposed or adopted community reinvestment project area plan;” and

WHEREAS, Utah Code Ann. §11-13-215 of the “Interlocal Cooperation Act” (Utah

Code Ann. Title 11, Chapter 13, as amended) also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act.

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

AGREEMENT

1. Additional Tax Revenue. It has been determined that additional property tax revenue will likely be generated by development within the Project Area as described in further detail in the Plan (see Attachment A). Defined by statute in Utah Code Ann. §17C-1-102(61), the “tax increment” generally includes the additional property tax revenue generated by the development in the Project Area as proposed in the Plan. Consequently, and for purposes of this Agreement, the Parties agree that the “**Tax Increment**,” for purposes of determining the portion of the tax revenues that will be paid to the Agency for the term identified in paragraph 5 below, includes only the increase in the cumulative real and personal property tax revenues attributable to the development and accomplished by the Agency pursuant to the Plan. In other words, the Parties agree that there shall be no participation of any tax increment outside of the Tax Increment agreed to in this Agreement (*e.g.*, from future development that might occur within the Project Area not identified in the Plan), unless such is separately approved in writing by the County in a separate interlocal agreement.

2. Offset of Development Costs and Expenses. The County has determined that it is in its interest to pay a specified portion of the 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 in the Project Area as described in the Plan.

3. Base Year and Base Taxable Value. The base year, for purposes of calculating the “**Base Taxable Value**” (as defined in Utah Code Ann. §17C-1-102(8)), shall be 2023; meaning that the Base Taxable Value shall, to the extent and in the manner defined by the Development Act, be equal to the equalized taxable value shown on the 2023 Cache County assessment rolls for all real and personal property located within the Project Area, which is \$47,899,345.00.

4. Agreements with Developers. The Agency is authorized to enter into one or more agreements with developers which may provide for the payment of certain amounts of the Tax Increment to the developer on the basis of the developer meeting certain performance measures as outlined in an agreement between the developer and the Agency. Such agreement shall be consistent with the terms of this Agreement and shall require, as a condition of payment to the developer, that the developer, or its approved successor or assign, shall pay any and all taxes and

assessments which shall be assessed against the developer for property within the Project Area in accordance with levies made by applicable taxing entities in accordance with the laws of the State of Utah.

5. Years for Payment and Payment Cap. The County agrees to pay the Agency the portion of the Tax Increment as outlined in this Agreement, for a period of twenty (20) years or until the Tax Increment paid to the Agency reaches \$1,844,700.00, whichever occurs first. The first year of payment shall begin for the year 2026.

6. County's Consent to Remittance of Tax Increment to Agency and Related Provisions.

a. The County, pursuant to Utah Code Ann. §17C-5-204 and §§11-13-202.5 and 11-13-215, hereby authorizes and instructs Cache County to pay one hundred percent (100%) of the Tax Increment annually directly to the Agency for the period described in paragraph 5 of this Agreement, (not to exceed \$1,844,700.00) for the purpose of providing funds to the Agency to carry out the Plan.

b. The County further consents that the Agency may use for the Agency's administrative purposes up to five percent (5%) of the portion of the Tax Increment payable to the Agency and that ten percent (10%) of the Tax Increment paid to the Agency shall be allocated to housing in accordance with Utah Code Ann. §17C-5-307.

c. All Tax Increment within the Project Area for all years beyond the period described in paragraph 5 of this Agreement shall be paid by Cache County to the County.

d. The calculation of the annual Tax Increment to be paid by Cache County to the Agency shall be made as required by the Development Act using the then current tax levy rate, and the base year and Base Taxable Value as described in paragraph 3 of this Agreement.

e. Pursuant to Utah Code Ann. §17C-5-204(6)(d), the County is prohibited from proportionately reducing the amount of project area funds the County consents to pay the Agency under this Agreement by the amount of any direct expenditures the County makes within the Project Area for the benefit of the Project Area or the Agency.

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

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

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

a. This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. §11-13-202.5;

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 Utah Code Ann. §11-13-202.5;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. §11-13-209;

d. After approval required by law and full execution of this Agreement by the Parties, the term of this Agreement shall commence on the effective date as provided in paragraph 24 below and continue through the date that is 180 days after the last payment of the portion of the Tax Increment owed to the Agency pursuant to the terms and provisions of this Agreement. After satisfaction of all obligations of the Agency to pay to others the funds to be received by the Agency under this Agreement, this Agreement may be terminated before the end of the above-stated term by the mutual written agreement of the Parties.

e. There will be no jointly held or jointly owned property and each Party will be responsible for acquiring, holding, and disposing of its own property. Except as described in paragraph 21 below as relates to termination of this Agreement and the return of certain funds held by the Agency to the County, the Parties do not anticipate the need to dispose of property upon early termination of this Agreement or otherwise, and therefore no further provision regarding the disposition of property is included in this Agreement.

f. The Agency will solely be responsible for budgeting all required funding for the Plan and the County will solely be responsible for budgeting for its activities.

g. Immediately after execution of this Agreement by the Parties, the Agency shall cause to be published a notice regarding authorization of this Agreement, as provided and allowed pursuant to Utah Code Ann. §17C-5-205 and §11-13-219. The County agrees that the Agency may cause such publication of notice to be made on the County's behalf and at the Agency's expense, in a joint publication.

10. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties after proper approval of the modification or amendment as may be required by law.

11. Further Documents and Acts. Each of the Parties hereto agrees to cooperate in good faith with the other 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 intent and transactions contemplated under this Agreement.

12. Entire Agreement. This Agreement and its Attachments 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.

13. 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.

14. Assignment. No Party may assign its rights, duties, or obligations under this Agreement without the prior written consent of all Parties.

15. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

16. 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.

17. 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.

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. Declaration of Invalidity. In the event that (i) a court of competent jurisdiction declares that a Taxing Entity cannot pay and/or that the Agency cannot receive payments of the portion of the Tax Increment described herein, (ii) declares the Agency cannot pay proceeds from the portion of the Tax Increment that it receives pursuant to this Agreement to developers, (iii) takes any other action which has the effect of eliminating or reducing the payments from the portion of the Tax Increment identified herein as payable to the Agency, or (iv) the Agency's obligation to pay proceeds from those payments to developers is reduced or eliminated, the Agency and the County shall take such steps as are reasonably necessary to not permit the payment and/or receipt of the identified-portion of the Tax Increment to be declared invalid.

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

21. Termination. Upon any termination of this Agreement resulting from (i) the uncured default of any Party, (ii) the order of any court of competent jurisdiction, or (iii) termination as a result of any legislative action requiring such termination, 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 remitted to the County (*i.e.*, the Party originally authorizing the payment of such funds to the Agency) and upon such remittance this Agreement shall be deemed terminated and of no further force or effect.

22. Governing Law and Venue. This Agreement shall be governed by, construed, and interpreted in accordance with, 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 a court of competent jurisdiction in Cache County, Utah, and the Parties agree to submit to the jurisdiction of such court.

23. 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.

24. Effective Date. This Agreement shall be effective upon the publication of the summary of this Agreement as provided and required by Utah Code Ann. §17C-5-205 and §11-13-219.

[Remainder of page intentionally left blank, signature page follows.]

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

REDEVELOPMENT AGENCY OF LOGAN
CITY

By: _____
Ernesto Lopez, Chairperson

By: _____
Holly H. Daines, Chief Administrative Officer

Attorney review for Redevelopment Agency: The undersigned, as counsel for the Redevelopment Agency of Logan City, has reviewed the foregoing Interlocal Agreement for Tax Increment and finds it to be in proper form and in compliance with applicable state law and certifies that the Agency and the taxing entity (*i.e.*, the County), each signed hereto, followed all legal requirements relating to the adoption of this Interlocal Agreement for Tax Increment.

Kymber Housley, Counsel for Agency

CACHE COUNTY

By:  _____
David Erickson
Chair, Cache County Council

Attorney review for Cache County: The undersigned, as counsel for the Cache County, has reviewed the foregoing Interlocal Agreement for Tax Increment and finds it to be in proper form and in compliance with applicable law.

Counsel for Cache County