

**APPROVED**

**CACHE COUNTY  
COUNCIL MEETING  
MINUTES  
APRIL 09, 2013**

**CACHE COUNTY COUNCIL**  
**APRIL 09, 2013**

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**CACHE COUNTY COUNCIL MEETING**  
**April 09, 2013**

The Cache County Council convened in a regular session on April 09, 2013 at 5:00 p.m. in the Cache County Council Chamber at 199 North Main, Logan, Utah.

**ATTENDANCE:**

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

**The following individuals were also in attendance:** Janeen Allen, Garth Barker, Colin Boughner, Lori Bunn, Mayor Clair Christiansen, Denise Ciebien, Barbara Coleman, Monte Coleman, Kim Datwyler, Sandy Emile, Bart Esplin, Michael Frame, Darrel Gibbons, Jackie Giles, Kendon Godfrey, Tyler Godfrey, Christy Grove, Joshua Grove, Issa Hamud, Chris Harrild, Heidi Hodgson, Sharon L. Hoth, Devin Jones, Grant Koford, Enjie Li, Ru Mahoney, Brett Mickelson, Adrienne Moore, Dave Nielsen, John Powell, Director Josh Runhaar, Annette Summers, Jennie Wagstaff, Wendy Wimmer, **Media:** Charles Geraci (Herald Journal), Jennie Christensen (KVNU).

**OPENING REMARKS AND PLEDGE OF ALLEGIANCE**

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

**REVIEW AND APPROVAL OF AGENDA**

**ACTION:** Motion by Council member Yeates to approve the amended agenda as written. Robison seconded the motion. The vote was unanimous, 7-0.

**REVIEW AND APPROVAL OF MINUTES**

**ACTION:** Motion by Council member Yeates to approve the minutes of the March 26, 2013 Council Meeting as written. Buttars seconded the motion. The vote was unanimous, 7-0.

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

**APPOINTMENTS:** Reed Baldwin TRCC/RAPZ Committee

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

**WARRANTS:** Warrants for the period 03-01-2013 to 03-07-2013 and 03-08-2013 to 03-27-2013 were given to the Clerk for filing.

**OTHER ITEMS:**

- ❑ **Cloud Seeding Report** – Executive Lemon reported that the county is at 66% of Snow Water Equivalent and 70% of Water Year Precipitation.

(Attachment 1)

- ❑ **Air Quality Summit** – Executive Lemon invited Council members to attend the Air Quality Summit, April 25, 2013. Chairman Potter urged Council members to go and asked Janeen Allen to follow up with Council members concerning registration.

**ITEMS OF SPECIAL INTEREST**

- **Employee of the Quarter** award was presented to Deputy Garrett Webb of the Sheriff's Office by Jim Smith.
- **Badge Presentation** – Sheriff Lynn Nelson presented Monte G. Coleman with a badge honoring his forty years of service with Search and Rescue in Cache County.
- **Cache Valley Civic Ballet Presentation** – Sandy Emile, Artistic Director of the Cache Valley Civic Ballet, indicated the company has been functioning for over thirty years and has serviced over 9,600 students.

Wendy Wimmer, Cache Valley Civic Ballet Board, said that a private donor has made it possible to provide free tickets to any elementary student who wishes to attend the May 3 and 4, 2013 performance of Cinderella.

Chairman Potter asked for the number of participants in the ballet. Emile responded there are about 240 company members, orchestra, technicians, etc.

(Attachment 2)

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

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

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

- **Property Tax Exemption Requests** – Executive Lemon announced the applicant, Bear River Land Conservancy, has been able to put the land in Greenbelt status and the exemption is no longer needed.
- **Greenbelt Appeals – April 24, 2013 – 2:00 p.m. to 4:00 p.m.** – Executive Lemon observed that a Council member needs to attend. Council member White will be in attendance.

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

**PUBLIC HEARING SET: APRIL 23, 2013 – 6:00 P.M. – OPEN 2013 BUDGET**

**ACTION: Motion by Council member Zilles to set a Public Hearing – April 23, 2013 at 6:00 p.m. to Open 2013 Budget. Yeates seconded the motion. The vote was unanimous, 7-0.**

**PUBLIC HEARING: APRIL 09, 2013 – 5:30 P.M. – ORDINANCE NO. 2013-08-AMENDMENTS TO TITLE 17 - 17.22-OFF-STREET PARKING STANDARDS** – Chris Harrild reviewed the amendments noting that the current parking standard does not work well for the county. These amendments correct the deficiencies.

Chairman Potter opened the Public Hearing and invited public comment. There was none.

**ACTION: Motion by Council member Yeates to close the Public Hearing- Ordinance No. 2013-08-Amendments to Title 17, etc. Zilles seconded the motion. The vote was unanimous, 7-0.**

**PENDING ACTION**

- **North Valley Landfill Site – Access Route** – Chairman Potter noted that the Council appreciates input from citizens and urged civility in the discourse. Potter said Council members had driven the various routes to and from the landfill. At the last meeting Attorney Swink was asked to produce a legal opinion on the Council's and Solid Waste Advisory Board's authority to restrict certain vehicles from roads in Cache County and Chairman Potter turned the time to Swink for that opinion.

Attorney Swink said neither the Council nor the Solid Waste Advisory Board have the authority to direct which routes are to be used to and from the North Valley Landfill. Cache County delegated authority for solid waste removal to Logan City some years ago and citizens need to contact Logan City with concerns about the route(s) to be used by trucks to and from the site.

Vice Chairman Petersen asked if Cache County has any authority to designate routes for the trucks through the conditional use permit process. Swink said if the route is unsafe or has any health, safety or welfare concerns, that would be an option; however, speed can be restricted regardless.

Council member White commented that any restriction on the trucks would apply to any other trucks, not just those driving to and from the landfill.

Council member Zilles asked if the solid waste provider can be required to contribute to a maintenance fund since the additional truck traffic will greatly impact the roads in question. Swink said it may be contractually possible.

Council member Robison stated that the Council may not have a legal right to direct which routes are to be used, but it has a moral obligation to at least speak with Logan City about the routes. Robison suggested if the trucks take the State Route going, on the return route the trucks would turn right to the east to 2400 West to Airport Road. This option would result in only half as many trucks going by residents' homes.

Council member Buttars said that is a discussion they could have.

**ACTION: Motion by Council member Buttars that the Council go on the record in support of Route 2. White seconded the motion. The vote was unanimous, 7-0.**

Discussion on motion:

Vice Chairman Petersen asked why the Council would have any authority on that decision since Attorney Swink's opinion stated the Council and the Solid Waste Advisory Board have no such authority?

Attorney Swink replied that Route 2 would require a road to be built and the Council would have to approve the construction.

Director Runhaar indicated that the conditional use permit will be brought to the Council including the proposed routes. If a new access has to be built, Council approval will be needed. If a road is built, maintenance will be an issue for discussion.

Issa Hamud added that Logan City's recommendation is Route 1 or Route 2 or any modifications between those two. Hamud recommends approving Route 1 or 2 with any modification necessary depending on the availability of property.

Buttars still proposes stating a preference for Route 2 and deal with any problems as they may arise.

Vice Chairman Petersen asked if the Council was willing to hear from citizens in attendance.

Chairman Potter replied citizens' comments were received at a previous public hearing on the issue. Potter invited Clarkston Mayor Godfrey to comment.

Godfrey said he and citizens are still concerned about the traffic issues and the impact on Clarkston and its residents and asked Logan City to respect those concerns. Property values are also a concern. The residents have been reassured through this whole process that the route would not go through Clarkston and feel they have been deceived and, furthermore, the work of all those who served on the committees on this issue has been for nothing.

**INITIAL PROPOSAL FOR CONSIDERATION**

- **Bear River Health Department Vehicle Emissions Regulations, Etc.** – Lloyd Berentzen reported the Board of Health has met and reviewed an ordinance for emissions regulation and April 2, 2013 began the thirty-day comment period on the ordinance.

The Health Department has been meeting with representatives from Utah State University to discuss how regulations will impact students. Berentzen again urged

Council members to attend the April 25 Air Quality Summit. The Board will meet again on May 7, 2013 and a public hearing will be held and action could be taken and the ordinance would be ready for the Council's action at the May 14, 2013 Council meeting.

Enforcement and fees were also discussed.

Chairman Potter directed Allen to place this topic on the April 23, 2013 Council meeting agenda. Council members should review the draft document presented them by Berentzen and be prepared to offer input and recommendations.

Grant Koford noted that the ordinance has been through two legal reviews, the Department of Air Quality has reviewed and it has been submitted to the EPA.

- **Resolution No. 2013-04 – Resolution authorizing the County Executive to execute Renewal of an Interlocal Agreement for the Spillman Public Safety System** – Executive Lemon told the Council this was passed by motion at the last meeting, but needs to be done by resolution.

(Attachment 3)

**ACTION: Motion by Council member Yeates to waive the rules and approve Resolution No. 2013-04-Authorizing the Executive to Execute Renewal of an Interlocal Agreement for Spillman Public Safety System. Petersen seconded the motion. The vote was unanimous, 7-0.**

- **Resolution No. 2013-05 – Resolution authorizing the County Executive to Execute an Interlocal Agreement with Weber County – Powder Mountain** – Council member White asked Director Runhaar if he has any concerns with the document. Runhaar said he does not. There are about 3 ½ acres that spill over into Cache County for two proposed cabin sites and three subdivided lots. Chairman Potter clarified that Weber provides all the services and most of the inspections on development, but Cache County collects property taxes on the property? Runhaar verified that as correct.

(Attachment 4)

**ACTION: Motion by Vice Chairman Petersen to waive the rules and approve Resolution No. 2013-05 – Authorizing the County Executive to Execute an Interlocal Agreement with Weber County – Powder Mountain. Yeates seconded the motion. The vote was unanimous, 7-0.**

- **Property Tax Abatement Request** – Executive Lemon explained Assessor Howell has recommended approval of the abatement. The property was assessed on January 1, 2013 and burned on January 3, 2013 and is a complete loss. *(Details on file in the office of the Cache County Auditor.)*

**ACTION: Motion by Council member Yeates to approve the property tax abatement request. Robison seconded the motion. The vote was unanimous, 7-0.**

- **Donation of Land for Transitional Housing** – Executive Lemon said that the Sheriff has some reservations and may want to get a portion of the value on the land.

Council member Robison explained that transitional housing is the number one need for patrons of the Mental Health Court according to Judge Kevin Allen. Salt Lake and Weber Counties have successful programs with transitional housing and Robison turned the time to Kim Datwyler of Neighborhood Nonprofit Housing which has committed to building and running the housing if the necessary partnerships and supportive service can be established. Datwyler said Neighborhood Nonprofit Housing distributed a handout to Council members listing steps in progress towards developing the needed housing. One of those steps is the acquisition of property for the housing.

Executive Lemon pointed out that the property in question is in an industrial zone in Logan City and wondered if housing could be built in that zone. Runhaar said housing would probably not fit in an industrial zone; however, a commercial zone would allow it.

Chairman Potter asked Datwyler to provide the Council with a detailed draft proposal regarding the location of the desired property and how much is wanted. Datwyler was also directed to pursue whether a rezone request will need to be presented to Logan City on the proposed land.

#### **OTHER BUSINESS**

- ✓ **Council Member visits to:**
  - Logan Regional Hospital  
Tuesday, April 23, 2013 at 2:00 p.m. – Petersen and Potter
  - Sunshine Terrace  
Thursday, April 18, 2013 at 3:00 p.m. – Robison and White
  - Cache Valley Community Health Center  
Monday, April 22, 2013 at 3:00 p.m. – Yeates and Zilles

#### **COUNCIL MEMBER REPORTS**

There were no reports.

#### **ADJOURNMENT**

The Council meeting adjourned at 7:00 p.m.

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

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**APPROVAL:** Val Potter  
Chairman

# North American Weather Consultants, Inc.

Air Quality, Applied Meteorology, Meteorological Research, Weather Modification

8180 South Highland Drive, Suite B-2  
Sandy, Utah 84093  
Telephone 801-942-9005  
Facsimile 801-942-9007  
E-Mail nawc@nawcinc.com

April 1, 2013

Mr. Lynn Lemon  
Cache County  
199 Main St.  
Logan, Utah 84321-4525

**RECEIVED**

APR 04 2013

**EXECUTIVE**

Dear Lynn:

*Mhh 4/9/13*

*Janner*  
*Please copy*  
*page's 1 & 5*  
*Thank You.*  
*Lynn*

This is a report of activities conducted in the Northern Utah cloud seeding program during March 2013. A few weak storms clipped northern Utah early in the month, but did not present any seeding potential due to high clouds and very light winds. Additionally, a strong system moved through southern Utah on March 8-9 but was just too far south to impact the northern target areas. Finally, a trough of low pressure moved into the area on March 20-23 and two portions of this storm presented favorable seeding conditions. High pressure returned again for the last week of the month and northern Utah saw another period of dry weather and above average temperatures. There were two seeded storm periods during March, as summarized in Table 1.

**Table 1**  
**Summary of Operations in Northern Utah Cloud Seeding Program, March 2013**

| Storm Number   | Date        | No. of Generators | No. of Hours |
|----------------|-------------|-------------------|--------------|
| 12             | March 20-21 | 9                 | 94.75        |
| 13             | March 22-23 | 13                | 221.0        |
| March Total    | ---         | ---               | 315.75       |
| Season to Date | ---         | ---               | 1555.5       |

**Table 2. Snow Water Content and Water Year Precipitation as of April 1, 2013**

| Measurement Site        | Elev (ft)  | Snow Water Equivalent |             | Water Year Precipitation |             |
|-------------------------|------------|-----------------------|-------------|--------------------------|-------------|
|                         |            | Amount (in)           | % of Median | Amount (in)              | % of Median |
| Trial Lake              | 9960       | 16.5                  | 77%         | 15.6                     | 68%         |
| Hayden Fork             | 9400       | 9.3                   | 62%         | 14.6                     | 73%         |
| Lily Lake               | 9050       | 10.1                  | 83%         | 11.1                     | 68%         |
| Monte Cristo            | 8960       | 17.9                  | 68%         | 20.3                     | 82%         |
| Tony Grove Lake         | 8400       | 21.1                  | 60%         | 24.3                     | 71%         |
| Franklin Basin          | 8040       | 16.8                  | 59%         | 24.8                     | 83%         |
| Bug Lake                | 7950       | 11.9                  | 66%         | 14.6                     | 78%         |
| Temple Fork             | 7400       | 11.1                  | 66%         | 15.5                     | 81%         |
| Little Bear             | 6550       | 0.6                   | 8%          | 17.6                     | 77%         |
| <b>Bear River Basin</b> | <b>---</b> |                       | <b>66%</b>  |                          | <b>79%</b>  |

The Northern Utah seeding program ended on March 31, 2013, as stated in the contract. Please call us if you have any questions or comments.

Sincerely,



Mark Solak  
Vice-President

cc: David Cole, Division of Water Resources



## Cache Valley Civic Ballet

*A leader in Arts and tourism in Cache Valley for over 30 years!*

Serving more than 10,000 + locals and visitors annually  
Supporting the Whittier Center as its primary tenant.



### The 2012 – 2013 Performance Season:

- Featured "Dracula", a new ballet for CVCB which brought in a new demographic of theater goers.
- The Nutcracker remains a fixture of Cache Valley's Thanksgiving weekend, and continues to show annual increases in attendance. As well as over 60 public cast members.
- The Ballet also includes and pays a live orchestra of local musicians under the direction of Mark Emile for our Annual Nutcracker Performances. Along with the Cache Children's Choir this offers a unique opportunity for local musicians and children.
- This year The Nutcracker went on tour, representing the valley with two shows in Cokeville, WY where 90% of the local population attended one of the performances!
- The annual Sugar Plum Tea continues to increase attendance annually, engaging future theatre patrons.
- The Choreographers' Showcase attracted more than 350 attendees this year, and brought in tourists from surrounding communities to see the work of choreographers from both within and outside of Cache Valley.
- Cinderella will be presented May 3-4, and will serve the community with \$10,000 in free tickets for community school children and half off tickets for accompanying adult. This is made possible by a private donation and reflects the ballet's commitment to giving back to the community that supports it.
- Story Time at Local Libraries- Volunteer story time with a Princess at local Libraries.



Cache Valley

# Civic Ballet

P.O. 656 Logan, UT 84323

[www.cvcballet.org](http://www.cvcballet.org)

(435) 753-3633

## The 2013 – 2014 Season:

- Will continue to offer opportunities for public casting in all performances
- The CVCB will be traveling to Cokeville, WY again adding master classes as well as two performances.
- The Cache Valley School of Ballet will host a summer ballet intensive, presenting workshops with professional dance masters and choreographers to attract participation from dancers in surrounding communities.
- The CVCB would like to continue to offer 3 full length Ballet performances a year.
- With continued support, CVCB intends to increase its capacity to offer diverse programs, and expand advertising and marketing to target an audience from outside the valley.

*Cache Valley is an amazing place to live, because our community comes together with local talent to present live ballet performances.*

*Thank you for your past and continued support for the Arts in Cache Valley!*



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CACHE COUNTY  
RESOLUTION NO. 2013-04

A RESOLUTION AUTHORIZING THE CACHE COUNTY EXECUTIVE TO EXECUTE A RENEWAL OF AN INTERLOCAL AGREEMENT WITH LOGAN CITY FOR THE SPILLMAN PUBLIC SAFETY SYSTEM

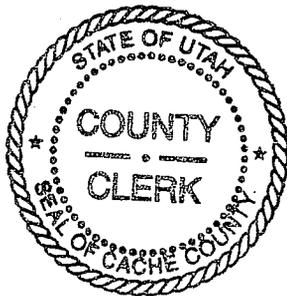
The County Council of Cache County, Utah, in regular meeting, lawful notice of which has been given, finds that it is in the best interests of the citizens of Cache County to enter into a renewal of an Interlocal Agreement with Logan City for the Spillman Public Safety System.

NOW, THEREFORE BE IT RESOLVED that the Cache County Executive is hereby authorized to execute a renewal of an Interlocal Agreement with Logan City for the Spillman Public Safety System as shown in "Addendum A" attached hereto and made a part hereof.

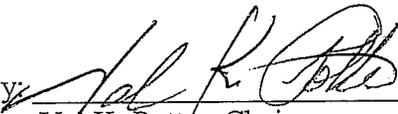
This Resolution shall take effect immediately upon adoption.

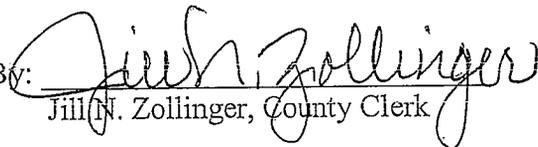
DATED this 9<sup>th</sup> day of April, 2013

CACHE COUNTY COUNCIL



ATTEST:

By:   
Val K. Potter, Chairman

By:   
Jill N. Zollinger, County Clerk

# **ADDENDUM A**

**LOGAN CITY POLICE DEPARTMENT/  
CACHE COUNTY SHERIFF'S OFFICE /  
INTERLOCAL AGREEMENT  
Spillman Public Safety System**

This agreement, entered into this 27 day of March, 2013, is executed pursuant to applicable governing laws.

This agreement replaces the interlocal agreement executed on 29 June, 2011.

The parties acknowledge they have read and understand the terms and conditions contained therein. This Agreement sets forth provisions identifying the distribution of responsibilities, system management, and software services to be performed by the LOGAN CITY POLICE DEPARTMENT and, the CACHE COUNTY SHERIFF'S OFFICE, and all affiliated agencies pertaining to the Spillman public safety software project.

### **DEFINITIONS**

For the purposes of this Agreement, the following definitions will be understood between both parties.

Parties. The entities directly associated with this project include the CITY OF LOGAN through LOGAN CITY POLICE DEPARTMENT and, CACHE COUNTY through the CACHE COUNTY SHERIFF'S OFFICE. Other agencies connected to the Host Agency will be referred to as Shared Agencies. All responsibilities and negotiations will be between the LOGAN CITY POLICE DEPARTMENT and the CACHE COUNTY SHERIFF'S OFFICE; these parties will herein be referred to as the Host Agency and the Partner Agency:

Host Agency. The LOGAN CITY POLICE DEPARTMENT will herein be referred to as the Host Agency. As such, the dedicated server for the software application will be maintained and stored at the Host Agency and associated facilities.

Partner Agency. The CACHE COUNTY SHERIFF'S OFFICE will herein be referred to as the Partner Agency. As a shared entity utilizing the server at the LOGAN CITY POLICE DEPARTMENT, the software owned and operated by the Partner Agency will use the server at the Host Agency.

Shared Agency. Other agencies connected to the Host Agency server.

Spillman System. All references to the system, software, or Spillman system refer to any version of the public safety software application provided by Spillman Technologies, Inc.

Authorized Individual. An Authorized Individual is one who has been given a unique username and password login to the Spillman System. Any Authorized Individual must be a current employee of the LOGAN CITY POLICE DEPARTMENT, OR CACHE COUNTY SHERIFF'S OFFICE, including all affiliated IT, GIS, Legal, Court, and other related departments, or an EMPLOYEE of an authorized Shared Agency.

### **1.0 DATA ENTRY AND USE**

#### **1.1 TECHNOLOGY REVIEW AND STANDARDS COMMITTEE**

Policy, procedure, and management of the software project will be governed by two committees:

## 1.2 TECHNOLOGY REVIEW COMMITTEE

This committee will consist of members of the Host, and Partner agencies only. This committee will meet regularly, at least quarterly, unless otherwise agreed to by all parties. The purpose of this committee is to manage the technical aspects of the software project. Issues related to infrastructure, hardware, networking storage, and connectivity will be addressed by this committee. It is agreed that no more than three persons from the host agency and three persons from the partner agency shall be given root access.

## 1.3 DATA ENTRY STANDARDS COMMITTEE

This committee will consist of members from the Host, Partner, and Shared Agencies. They will meet to define mutually-agreeable standards for system consistency. Terms of consistency are to include vocabulary and references throughout the Spillman System as well as definitions for all code tables.

Members of the Data Entry Standards Committee shall include:

### CACHE COUNTY SHERIFF'S OFFICE

- Spillman System Applications Administrator (SAA)
- Plus two additional members appointed by the Sheriff

### LOGAN CITY POLICE DEPARTMENT

- Spillman System Applications Administrator (SAA)
- Plus two additional members appointed by the Chief

### SHARED AGENCIES

- One participant from each shared agency.

Should members of the Standards Committee disagree on any standard for the Spillman System, the committee will vote upon the matter. A minimum of four members of the committee must be present for a vote to commence and a simple majority will determine the position of the committee.

## 1.4 GEOBASE SETUP AND ONGOING MAINTENANCE

It will be the responsibility of the Host Agency to maintain the Geobase files for the parties, including street center lines, spatial layers, police zones, and common place names. The Partner Agency will be responsible to submit geobase data to the Host Agency for the street center lines, partial layers, police zones, and common place names related to their jurisdiction.

## 1.5 DATA AVAILABLE

The Host Agency shall allow the Partner Agency to maintain separate records and data specific to each party's Spillman System. Because data for each party is stored on the same server, each party will have access to computer programs and stored data within the Spillman System. Access to the agency data will be established and directed by the agency which to whom the data belongs. Data entered into the system by any party becomes a part of the server database and will be subject to maintenance or archival procedures as determined by the Technology Review Committee.

Extent of access shall conform to the regulations set forth in applicable federal, state, and local law.

Neither party will sell, give, loan, lease or otherwise transfer title, possession, or use of any of the data of the other parties or screens by any person, firm, corporation, or association without prior written approval of the respective party. Each party acknowledges and agrees that the party may deny any of the aforementioned acts to be undertaken by the other party.

Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and the applicable Government Records Access Management Act or other legal requirement. Other entities will not disclose data except through specific contracts and agreements with application and data owners.

#### 1.6 AUTHORIZED USE

The Agreement is intended for use by the Host Agency and Partner Agency's Public Safety employees only. The Standards Committee must approve all accounts that are not for the stated intent.

#### 1.7 INDIRECT ACCESS

Each party will take measures to prevent unauthorized third party indirect access to the shared Spillman System. Examples of this would be gateways, dial-up, or cascaded Telnet sessions where the originator is not an Authorized Individual of the Host Agency's network, but whose resultant IP address would appear to the network as being an Authorized Individual's address. Should unauthorized use or access occur, any damages or costs of litigation including attorney's fees incurred by either party shall become the financial responsibility of the party through which the unauthorized use or access was obtained.

#### 1.8 USER ACCOUNT ACCESS TO SPILLMAN SYSTEM

Each user of the Spillman System shall have a unique user account with a unique password, thereby identifying the user as an Authorized Individual. This account is used within the Spillman System to determine system rights, and to provide a method of accounting for access to information. For security, sharing of accounts within an agency for any purpose is expressly prohibited. Every user should have an account as determined through the technical committee member for that agency issuing the user account. Exceptions to this paragraph (generic logins) may be made by the Standards Committee.

### 2.0 SECURITY

#### 2.1 SECURITY PRIVILEGES

All parties reserve the right to make all decisions and establish all security privileges pertaining to the individual party's data stored in the Spillman system. Each agency is entitled to full system access to administer the Spillman System and the specifications for each Authorized Individual and user. Each agency is prohibited from modifying any part of another party's data without written consent.

#### 2.2 AUTHORIZED INDIVIDUAL USERS

Each party has full authorization to add, modify, and delete any information or system access for the party's own users. Each agency is prohibited from modifying any aspect of an Authorized User's access rights and privileges for another agency without written consent.

#### 2.3 USER PERMISSIONS

Each party reserves the right to establish the permissions granted to each individual user employed by the party. Authorized Individual permissions include accessibility to specific modules and applications, ability to view, modify, delete, and print any aspect of the Spillman System as defined by the administrator-approved permissions for the Authorized Individual. Each agency also maintains the right to partition specific records and information within any record that is deemed private and inaccessible by another party.

#### 2.4 AUTHORIZED USER POLICY

Each agency will create and maintain an authorized user policy (AUP) that meets or exceeds the standards set forth by the Technical Committee.

### 3.0 INFRASTRUCTURE

#### 3.1 HARDWARE EQUIPMENT & MAINTENANCE

Hardware equipment includes the Spillman server, SAN, fiber channel switches, and other hardware related to operate the Spillman Records Management system.

Costs related to the acquisition, installation, maintenance, operation, and migration of the hardware described above shall be allocated as follows:

|                 |     |
|-----------------|-----|
| Host Agency:    | 50% |
| Partner Agency: | 50% |

The Host Agency will manage the purchasing and installation of new hardware as needed and then invoice the partner agency as provided above.

The Host Agency agrees to either obtain or maintain a maintenance contract with all hardware vendors at all times, including backup generator(s) or reserve power supplies. The Host Agency is responsible to renew these hardware contracts as necessary with all involved entities.

Costs incurred for maintenance contracts on the equipment described above will be split using the above percentages. The Host Agency will manage and pay for the maintenance contracts and then invoice the partner agency as provided above.

#### 3.2 MINIMUM HARDWARE SPECIFICATIONS

Connected computers (laptops or PCs) with access to the Spillman System will comply with the most current "Minimum Specifications" document provided by Spillman Technologies, Inc. Each party will be responsible to maintain hardware to meet these specifications.

#### 3.3 ACCESS TO SPILLMAN SYSTEM

The Host Agency will do everything within reason to ensure that the Partner Agency has access to the Spillman System 24 hours a day, 7 days a week. Should availability to the Spillman System be terminated, for any reason whatsoever, the Host Agency will immediately notify the Partner Agency of the lapse in system access. Each party is responsible for their agency's access to the server. Should access to the server lapse for a party, the individual party is responsible to work with appropriate parties to restore system availability, and to further provide notification to the other party when system availability is restored.

#### 3.4 SPILLMAN SYSTEM / NETWORK MAINTENANCE

3.4.1 The Spillman System and the Host Agency network will be available as set forth in this section with the following exceptions:

##### 3.4.2 SCHEDULED MAINTENANCE

The Host Agency reserves the right to schedule preventative maintenance on all systems. Preventative maintenance will be scheduled a minimum two weeks in advance in an attempt to minimize impacts to all parties. The Host Agency should try and provide written notice of any scheduled maintenance to the Partner Agency a minimum of two weeks in advance. The Partner Agency must notify the Host Agency one week prior to the scheduled maintenance window if the Partner Agency requires the Spillman System to be available or "live" during scheduled maintenance. The parties agree and acknowledge that scheduled maintenance may result in loss of service to the Spillman System for a period of time.

#### 3.4.3 SOFTWARE AND HARDWARE UPGRADES OR MODIFICATIONS

The Technology Review Committee will meet regularly (at least once quarterly) to jointly determine which upgrades or hardware acquisitions the parties will implement. In addition, if upgrades, additional modules, or new hardware are determined necessary and acceptable by all parties, the committee will determine the most appropriate time for scheduled modifications to minimize the impact to the parties.

Software and Hardware upgrades or modifications differ from normally scheduled maintenance, in that the Spillman System will be unavailable for the duration of the upgrade. It is conceivable that an upgrade may take a couple of days. In the event that the Technology Review Committee agrees to an upgrade for both parties, the Host Agency will notify the Partner Agencies of the scheduled upgrade at least one month prior to the scheduled upgrade time. The Host Agency will make every reasonable attempt to schedule the upgrade to minimize impacts to the Partner and Shared Agencies.

#### 3.4.4 EMERGENCY MAINTENANCE

The Host Agency will coordinate emergency maintenance with the Partner Agency whenever necessary and possible

#### 3.4.5 HOST AGENCY'S TECHNICAL ASSISTANCE

The Host and Partner Agencies will each maintain at least one certified Spillman Application Administrator (SAA). SAA's for each agency are expected to provide technical support to users from their agency, and any Shared agencies they contract with.

#### 3.4.6 CONFIGURATION MANAGEMENT

All server configuration changes will be made by the Host Agency's Department in coordination with the Partner Agency. The Partner Agency will provide the Host Agency with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the current network.

#### 3.4.7 REDUNDANCY, BACKUP, & ARCHIVING

The Host Agency will use "best practices" in maintaining redundancy, backups and archives of all data.

#### 3.4.8 SECURITY AND INTEGRITY

The Host Agency's network is protected from the Internet with firewall security to prevent unauthorized access from the Internet. The Partner Agency is responsible for securing the organization's computer resources against all unauthorized access.

### 4.0 TERMS OF CONTRACT

#### 4.1 TERMINATION OF SPILLMAN LICENSE OR SUPPORT AGREEMENT

If any party should terminate their License or Support contract with Spillman Technologies, Inc., the agency will provide written notice to the other parties of this agreement at least 30 days prior to the contract's termination. The Agency maintaining the License or Support contract with Spillman reserves the right to keep its own License and/or Support contract with the vendor as well as all system data belonging to the agency.

#### 4.2 TERMINATION OF INTERLOCAL AGREEMENT BETWEEN HOST AGENCY AND PARTNER AGENCY

This Agreement may be terminated by providing written notice of such termination. Termination will be effective on the date stated in the notice so long as the notice is properly

given at least 60 days prior to such date. This Agreement may be immediately terminated without notice upon an event of default. Events of default include the following:

- a. One party wrongfully uses data provided by the other parties.
- b. Unauthorized copying of data.
- c. In the event the Agreement is determined to be in conflict with federal or state law, City resolutions, or ordinances which are in effect at the time of this Agreement or may be imposed in the future.
- d. One party uses or attempts to use information provided in such a manner as to violate a taxpayer's right to privacy or to create an unfair competitive disadvantage for a taxpayer.
- e. One party sells, gives, leases, or loans access to the screens of the data contained therein to any person without the express written approval of the other interested party.
- f. One party allows access to the screens of the data contained therein or any part thereof, to be used as a list of individuals for commercial purposes.
- g. One party allows the connection of a computer network operated by any entity that is outside of the Host Agency's influence.
- h. One party violates any of the conditions set forth in the Cache County Sheriff's Office Computer Use Policies and Procedures.

#### 4.3 LIMITATION OF LIABILITY

The information supplied by the Host Agency described herein is provided on an "as is" basis "with all faults."

The obligations of the Host Agency and the rights and remedies of the Partner Agency set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of the Host Agency and rights, claims and remedies of the Customer against the Host Agency express or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages

#### 5.0 HOST RATES

##### 5.1 HOSTING FEE

Based on calculations derived from the merger of the Logan PD Spillman System and the Cache County SO Spillman System, the Cache County Sheriff's Office agrees to pay Spillman an annual hosting fee of \$12,504. The Logan City Police Department will receive an annual hosting fee credit from Spillman in the amount of \$12,504. This fee does not change year to year, and will continue until the termination of this agreement.

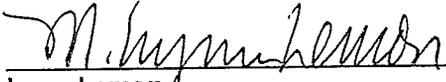
##### 5.2 SHARED AGENCY EQUIPMENT COSTS

The Shared Agencies will be totally responsible and liable for all costs incurred in the acquisition of its own equipment, including telephone lines and other supplemental equipment and the costs of connecting that equipment with the Host Agency equipment. Where required by the Host Agency, the Shared Agencies will buy equipment specified by the Host Agencies for their computer network access. The Shared Agencies will be responsible for trouble shooting and maintaining their equipment and data link.

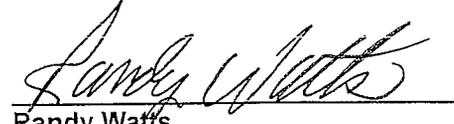
**6.0 ACCEPTANCE**

The Host Agency and Partner Agency hereby mutually acknowledge and accept the terms and conditions of this Agreement.

**PARTNER AGENCY (Cache County):**

  
\_\_\_\_\_  
Lynn Lemon  
Cache County Executive

**HOST AGENCY (Logan City):**

  
\_\_\_\_\_  
Randy Watts,  
Mayor City of Logan

**RESOLUTION No. 2013-05**

CACHE COUNTY, UTAH

**CACHE / WEBER COUNTY INTERLOCAL AGREEMENT: POWDER MOUNTAIN**

---

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH WEBER COUNTY FOR THE PARTIAL DEVELOPMENT OF POWDER MOUNTAIN WITHIN CACHE COUNTY.

The County Council of Cache County, Utah, in a 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 agreement with Weber County for the partial development of Powder Mountain.

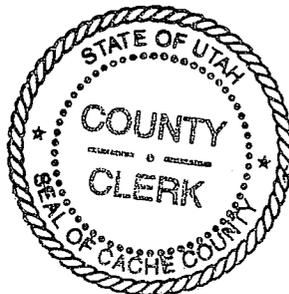
NOW, THEREFORE, BE IT RESOLVED that the Cache County Council hereby adopts the following resolution:

The agreement with Weber County as Shown in "Addendum A" attached and made part hereof.

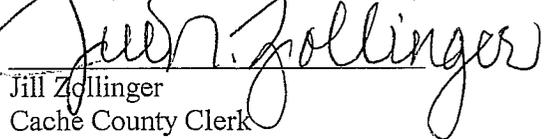
APPROVED AND ADOPTED this 9<sup>th</sup> day of April, 2013.

CACHE COUNTY COUNCIL

  
\_\_\_\_\_  
Val Potter, Chair  
Cache County Council



ATTEST:

  
\_\_\_\_\_  
Jill Zollinger  
Cache County Clerk

*Disclaimer: This is provided for informational purposes only. The formatting of this resolution may vary from the official hard copy. In the case of any discrepancy between this resolution and the official hard copy, the official hard copy will prevail.*

## INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Cache County, a political subdivision of the state of Utah and Weber County, a political subdivision of the state of Utah.

### RECITALS

WHEREAS: Utah Code Title 11, Section 13, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other governmental units; and

WHEREAS: Weber County has received an application for a conditional use permit and subdivision from the owner of certain property part which is part of the Powder Mountain Ski Resort ("the Property"), and more particularly described below, to be used as the site for a subdivision that straddles the Cache County / Weber County boundary line; and

WHEREAS: A copy of the property owner's application to Weber County is attached to this Agreement as EXHIBIT A; and

WHEREAS: The integrated design of this project has a portion of the proposed development ("the Project"), 2 nest (nightly rental / fractional ownership units) and 3 lots (approximately 3.5 acres) located in Cache County with the remaining 150 units located in Weber County; and

WHEREAS: The roads located within the Cache County boundary are proposed to be privately owned and maintained by the property owners association; and

WHEREAS: The proposed subdivision will receive water and sewer services through the Powder Mountain Water and Sewer Improvement District and is contingent upon the completion of this infrastructure; and

WHEREAS: The proposed fire protection will be provided by the Weber Fire District and police protection by the Weber County Sheriff's office; and

WHEREAS: It is in the best interest of Cache County to not be responsible for providing municipal type services including planning, subdivision, and building inspection services for this Project; and

WHEREAS, Cache County intends to retain property taxes associated within the project area, and

WHEREAS: The owner of the property is desirous to commence at once with construction of this project in both counties as part of a connected design as soon as possible; and

WHEREAS: The purpose of this interlocal agreement is for Cache County to delegate to Weber County the authority to exercise land use, subdivision and building permit authority over the Project for the immediate construction of the subdivision and future construction of residential dwelling units which are located in an unincorporated portion of Cache County; and

WHEREAS: The boundary of the Property, including all or portions of several parcels, is more particularly described as:

### PROPERTY DESCRIPTION

Beginning at a point being a known monument, BLM Brass Monument #288, located on the Southwest corner of Section 28, Township 8 North, Range 1 East and running thence; North 89°43'6" East 25,279.32 feet and South 0°5'17" West 9304.27 feet and South 88°48'46" East 442.87 feet to a true point-of-beginning; thence North 57° 1'18" East 181.88 feet; thence North 72° 11' 24" East 165.13 feet; thence North 51°37'45" East 238.96 feet; thence South 63°37'15" East 119.37 feet; thence North 75°14'39" East 162.06 feet; thence North 37°00'00" East 133.38 feet; thence North 87°12'29" East 272.77 feet; thence South 3°7'40" East 220.96 feet to said county line; running thence along said county line the following eleven (11) courses:

1. South 68°31'11" West 160.18 feet
2. South 80°50'15" West 168.69 feet
3. North 88°59'42" West 129.96 feet
4. North 88°59'41" West 23.17 feet
5. North 81°58'54" West 154.63 feet
6. North 72°38'46" West 77.08 feet
7. South 90°00'00" West 71.28 feet
8. South 77°37'10" West 96.51 feet
9. South 71°46'30" West 69.33 feet
10. South 60°32'40" West 138.26 feet
11. South 64°47'56" West 86.97 feet to the point of beginning.

Containing: 3.52 Acres

The Property includes all or portions of several parcels. The descriptions of those parcels or portions of parcels, with tax identification numbers are more particularly described and illustrated in EXHIBIT B.

A site plan and detail of the proposed Project are attached to this agreement as EXHIBIT C.

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

### AGREEMENT

1. Authorization to subdivide. Cache County authorizes Weber County to subdivide the Property. Weber County will conduct the subdivision process in adherence to all applicable state laws and Weber County ordinances.
2. Authorization to grant site plan approval. Cache County authorizes Weber County to complete the site plan review of the Project. Weber County will conduct the site plan review in adherence to all applicable state laws and Weber County ordinances.
3. Authorization to issue building permit. Following site plan approval Cache County authorizes Weber County to review all plans, issue all building permits and conduct all inspections in regard to the Project. Weber County will exercise these functions in adherence to all applicable state laws and Weber County ordinances.
4. Authorization to collect fees. Cache County authorizes Weber County to apply its own fee schedule and to collect and retain all development fees associated with the subdivision of land, the site plan approval and the building permit process.
5. Authorization to collect property taxes. Cache County is authorized to assess and collect taxes on structures built in part or in whole within Cache County. Further, Cache County is entitled to keep the taxes collected pursuant to this paragraph.
6. Notices. All notices, requests, and other communication pursuant to this Agreement shall be made in writing and sent by facsimile transmission, certified mail, return receipt requested, or by hand delivery, as follows:

For Cache County:

Cache County  
Attn: Cache County Community Development Department  
179 North Main, Suite 305  
Logan, Utah 84321

Property

For Weber County:

Weber County  
Attn: Weber County Planning Division  
2380 Washington Blvd., Suite 240  
Ogden, Utah 84401

7. Severability. This Agreement is executed by the parties under current interpretation of any and all applicable federal, state, county, or other local statutes, ordinances, or laws. Furthermore, each and every separate division, i.e., each section, paragraph, clause, phrase, item, term, condition, covenant or agreement contained herein, shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violates trade or commerce, is in contravention of public policy, is void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

8. Entire Agreement Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each party. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

9. Conflict Resolution. In the event of a dispute between the parties they shall meet as soon as practical to discuss and attempt to resolve such dispute.

10. Cooperative Undertaking. This agreement does not establish an interlocal entity to conduct the cooperative undertaking described in this agreement.

11. Administration. Weber County designates Robert O. Scott, Planning Director, 2380 Washington Blvd., Suite 240, Ogden, Utah 84401, to assist in the management of this agreement. Cache County designates Josh Runhaar, Community Development Director, 179 North Main, Suite 305, Logan, UT 84321, as its representative to assist in the management of this agreement. It is understood and agreed by the parties that the representative shall have no control over the means, methods, techniques or procedures employed in the services of this agreement.

12. Laws of the State of Utah. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the state of Utah, both as to interpretation and performance.

13. Termination. This agreement shall continue for the length of the Project. If for any reason Cache County or Weber County wishes to end the agreement appropriate notice shall be given by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year first herein written.

CACHE COUNTY

\_\_\_\_\_  
By: Val Potter, Chair

ATTEST:

\_\_\_\_\_  
Jill N. Zollinger, County Clerk

LEGAL APPROVAL:

\_\_\_\_\_  
James Swink, County Attorney

IN WITNESS WHEREOF, the Parties hereto have signed the foregoing Agreement by authority of their respective authorizing person or bodies.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Kerry W. Gibson, Chair

Commissioner Bell voted \_\_\_\_\_

Commissioner Gibson voted \_\_\_\_\_

Commissioner Zogmaister voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

# Exhibit A

| Weber County Conditional Use Permit Application  |                            |  |                          |
|--|----------------------------|--|--------------------------|
| Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401  |                            |  |                          |
| Date Submitted / Completed<br>1.25.2012  | Fees (Office Use)          | Receipt Number (Office Use)  | File Number (Office Use) |
| <b>Property Owner Contact Information</b>  |                            |  |                          |
| Name of Property Owner(s)<br>GREGG GREER   |                            | Mailing Address of Property Owner(s)<br>8910 E. 6800 N.<br>EDEN, UTAH.   |                          |
| Phone<br>801-940-0416  | Fax                        | Preferred Method of Written Correspondence<br><input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail |                          |
| Email Address (required)<br>ggreer@powdermountain.com  |                            |  |                          |
| <b>Authorized Representative Contact Information</b>   |                            |  |                          |
| Name of Person Authorized to Represent the Property Owner(s)<br>Russ Watts   |                            | Mailing Address of Authorized Person<br>5200 S. Highland Dr.<br>Salt Lake City, UT 84117   |                          |
| Phone<br>801.673.5630  | Fax<br>801.272.4658        | Preferred Method of Written Correspondence<br><input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail |                          |
| Email Address<br>russ@wattsenterprises.com   |                            |  |                          |
| <b>Property Information</b>  |                            |  |                          |
| Project Name<br>Summit Eden - Phase 1  | Total Acreage<br>594.23 AC | Current Zoning<br>FV-3, CVP-1 & F40  |                          |
| Approximate Address  |                            | Land Serial Number(s)  |                          |
| Proposed Use<br>Single Family Residential  |                            |  |                          |
| Project Narrative<br>Project includes the first phase of the Summit Eden / Powder Mountain Master Plan. The project comprises 141 units on 103 lots and ranges from small village lots to large ranch & estate lots. The project is located just south of the existing Hidden Lake Lodge; the south ridgeline of the ex. ski area at Powder Mtn. |                            |  |                          |

**Basis for Issuance of Conditional Use Permit**

Reasonably anticipated detrimental effects of a proposed conditional use can be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with applicable standards. Examples of potential negative impacts are odor, vibration, light, dust, smoke, or noise.

All efforts have been made to ensure that the proposed development does not have any detrimental impacts to Weber County.

That the proposed use will comply with the regulations and conditions specified in the Zoning Ordinance and other applicable agency standards for such use.

All proposed development will comply with all development and zoning standards of Weber County and all applicable review agencies.

**Property Owner Affidavit**

I (We), \_\_\_\_\_, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Notary)

**Authorized Representative Affidavit**

I (We), \_\_\_\_\_, the owner(s) of the real property described in the attached application, do authorized as my (our) representative(s), \_\_\_\_\_, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
(Notary)



