

APPROVED

**CACHE COUNTY
COUNCIL MINUTES
9 JANUARY 2001**

COUNTY COUNCIL MEETING MINUTES INDEX

9 January 2001

| | |
|---|---------|
| AGRICULTURAL PROTECTION AREA - MATHEWS: PUBLIC HEARING SET | 6 |
| APPOINTMENT: CHRISTIANSEN, LINDA - PLANNING COMMISSION | 2 |
| APPOINTMENT: NELSON, LEE K - PLANNING COMMISSION | 2 |
| BAILEY SUBDIVISION: FINAL PLAT APPROVAL | 7 |
| BEAR RIVER MENTAL HEALTH 2000 EXTERNAL AUDIT | 6 |
| BECK, LAYNE M.: 2001 COUNCIL VICE CHAIRMAN | 3 |
| BENNETT, DAVE: SERVICE AWARD | 3 |
| CHRISTIANSEN, LINDA: APPOINTMENT PLANNING COMMISSION | 2 |
| CONSOLIDATION/DE-CONSOLIDATION COUNTY OFFICES COMMITTEE | 6 |
| COUNCIL MEMBER COMMITTEE ASSIGNMENTS | 7, 8, 9 |
| ELECTION CHAIRMAN 2001: GIBBONS, DARREL L. | 3 |
| ELECTION VICE CHAIRMAN 2001: BECK, LAYNE M. | 3 |
| FEREBEE, BRIAN: FOREST SERVICE | 4 |
| FOREST SERVICE TOPICS: FEREBEE, BRIAN | 4 |
| GIBBONS, DARREL L.: 2001 COUNCIL CHAIRMAN | 3 |
| GREEN WASTE COLLECTION & COMPOSTING: RESOLUTION NO. 2001-02 | 5 |
| GYLLENSKOG, LEE: STATE PARKS INFORMATION | 4 |
| HAMUD, ISSA: LANDFILL SITING - PHASE I | 5 |
| JOHNSON, ROB: BEAR RIVER MENTAL HEALTH 2000 EXTERNAL AUDIT | 6 |
| LANDFILL SITING - PHASE I: HAMUD, ISSA | 5 |
| LEASE PURCHASE AGREEMENT: RESOLUTION NO. 2001-01 | 7 |
| NELSON, LEE K.: APPOINTMENT PLANNING COMMISSION | 2 |
| PACE, LORAIN: TOURISM PROMOTION FUNDING AUDIT | 3 |
| PATTINSON, DR. MICK: BEAR RIVER MENTAL HEALTH 2000 EXTERNAL AUDIT | 6 |
| PLAT APPROVAL: BAILEY SUBDIVISION | 7 |
| PUBLIC HEARING SET: AGRICULTURAL PROTECTION AREA - MATHEWS | 6 |
| ROBINSON, ELDON: STATE PARKS INFORMATION | 4 |
| RESOLUTION NO. 2000-01: LEASE/PURCHASE AGREEMENT (FIRE TRUCKS) | 7 |
| RESOLUTION NO. 2001-02: GREEN WASTE COLLECTION & COMPOSTING | 5 |
| SERVICE AWARD: BENNETT, DAVE - 20 YEARS | 3 |
| SERVICE AWARD: WILLIAMSON, VON - 20 YEARS | 3 |
| STATE PARKS INFORMATION: ROBINSON, ELDON - GYLLENSKOG, LEE | 4 |
| TOURISM PROMOTION FUNDING AUDIT: PACE, LORAIN | 3 |
| WILLIAMSON, VON: SERVICE AWARD | 3 |

CACHE COUNTY COUNCIL MINUTES
9 January 2001

The Cache County Council met in a regular session on 9 January 2001 in the Cache County Council Chamber at 120 North 100 West, Logan, Utah.

ATTENDANCE:

Council Chairman: Darrel L. Gibbons
Council Vice-Chairman: H. Craig Petersen
Council Members: C. Larry Anhder, Layne M. Beck, John Hansen, Kathy Robison, Cory Yeates. (*Councilman Yeates arrived at 5:45 p.m.*)
Executive: M. Lynn Lemon
County Clerk: Jill N. Zollinger

The following individuals were also in attendance: Pat Parker, Scott Wyatt, Tamra Stones, Eldon Robinson, Lee Gyllenskog, Issa Hamud, Richard Albretson, Clair Ellis, Steve Larsen, Brent Parker, Maridene Hancock, Loraine Pace, Dave Bennett, Von Williamson, Lyle Hillyard, Kent Michie, Brian Ferebee, Dr. Mick Pattinson, Rob Johnson, Karen Poppleton, Jill Galloway, Jim Smith, DeeVon Bailey, Paul Allen (Herald Journal), Jennie Christensen (KVNU), Tammy Barbin (KVNU).

CALL TO ORDER:

Chairman Gibbons called the meeting to order at 5:05 p.m..

INVOCATION:

Executive M. Lynn Lemon offered the invocation.

REVIEW AND APPROVAL OF AGENDA:

Chairman Gibbons suggested postponing the election of Chair and Vice Chair until the arrival of Councilman Yeates. The Council agreed.

REVIEW AND APPROVAL OF MINUTES:

The minutes of 12 December 2000 were approved as corrected.

Council Meeting
9 January 2001

REPORT OF THE COUNTY EXECUTIVE:

APPOINTMENTS:

Lee K. Nelson - Planning Commission
Linda Christiansen - Planning Commission

Anhder moved that the council approves the appointments. Beck seconded the motion, and it passed 6-0. Yeates absent.

Executive Lemon also discussed the Public Safety Facility Committee. The Committee so far is comprised of the following M. Lynn Lemon - County Executive, Darrel Gibbons and Kathy Robison from the Council, Lynn Nelson - County Sheriff, Mike Stauffer - Chief Deputy Sheriff, Von Williamson - Jail Commander, Scott Wyatt - County Attorney, Tamra Stones - County Auditor, Lyle Hillyard - State Senator, and Loraine Pace - House Representative. Lemon would like recommendations from the Council for some citizens at large to serve on this Committee. The Council will make recommendations in a future meeting.

OTHER ITEMS:

1. **Parking Problems** - Lemon has been working with the Logan Parking Authority in conjunction with Logan City on resolving parking problems around County owned facilities downtown. The parking lots near the Historic Courthouse, the one on the West side of the Law Enforcement Building and the parking lot for the State Courts Building. Logan City would prefer the county set up a separate contract with the Logan Parking Authority. Lemon would like Council approval to move forward.

2. **Road Construction** - Lemon explained that the County has committed to pay for the cost to construct a 20-foot hard-surfaced road between 3700 North and 4200 North, when 3700 North is closed due to the extension of the Airport runway. Hyde Park City has come back and said that at least one property owner is going to require condemnation. They have asked, if the County would be willing to pay for that cost? Lemon feels that the agreement was, that if Hyde Park City would obtain the property, the County would build the road. The Council agreed. Lemon will relay the Council's decision to Hyde Park City.

3. **State Schools and Institutional Trust Lands Administration** - They would like to meet with the County Council and the County Planning Commission. A workshop has been scheduled for the next Council meeting on the 23rd of January at 3:00 p.m.. They would like to discuss development of about 3,000 acres of land in the Beaver Creek area.

Council Meeting
9 January 2001

4. **Warrants** - Warrant register was given to the County Clerk for filing.

ELECTION OF CHAIRMAN AND VICE CHAIRMAN:

Chairman Gibbons opened nominations for Council Chairman. Vice Chairman Petersen, nominated Darrel L. Gibbons for the 2001 Council Chairman. It was seconded by Councilman Yeates. **Passed 7-0.** Councilman Yeates nominated Layne M. Beck as Vice Chairman. Councilman Petersen seconded the nomination. **Passed 7-0.**

SERVICE AWARDS:

Von Williamson - 20 Years Service Award
Dave Bennett - 20 Years Service Award

TOURISM PROMOTION FUNDING AUDIT: State Representative - Loraine Pace:

State Representative, Loraine Pace, addressed the Council concerning an audit that was just completed in November of 2000, concerning Tourism Funding in Utah. Pace quoted a few lines from the audit saying that the Legislature should be aware of a trend by some Counties towards spending more of their tourism money on capital projects, which may be moving spending away from the original Legislative intent of the money for tourism. The original intent of all tourism taxes was to promote tourism. Pace, has had some people express some concerns to her about the way the money is being spent. Not just in Cache County but in other places as well. Pace has talked with State Representative Cheryl Allen who is going to be carrying some legislation to clear up some ambiguities in the law so that it will help us all do a better job. It isn't just in the accounting. Even at the State level, there have been suggestions of how we can better use that money to promote tourism in the State of Utah. One of the ambiguities that is of concern is where it indicates that one-third of the Transient Room Tax can be used for capital projects and one-third for bonding. In the legislation that Rep. Allen will propose it will be one-third total. Pace also suggested that the Council consider strengthening existing Tourism Task Advisory Boards. She questioned whether Cache County had a Board. Lemon explained that Cache County has the Bridgerland Travel Region Board. They make recommendations as far as how the money is going to be used for allocation. They come to the County Council and the Rich County Commission to get approval of the budget, but that Board is an advisory Board. Pace said that the State would like the Legislators to be aware that a significant portion of the Restaurant Tax is going towards public improvements that don't necessarily tie directly to tourism. Lemon explained that, as the Council funded more projects in the small Communities, that there was derived more support of the Restaurant Tax locally. Somewhere between 70% and 80% of our Restaurant Tax is generated by individuals living in Cache County. If we send half of the tax to the State, as has been suggested by Rep Allen's legislation, we would get very little benefit

Council Meeting
9 January 2001

Councilman Anhder said that he would not support sending half of the tax to the State. Pace has not seen the proposed legislation by Rep. Allen. Representative Pace wanted to understand the Council's feelings on this proposed legislation so that their comments and concerns could be recognized at the Legislature.

FOREST SERVICE TOPICS: Brian Ferebee

Brian Ferebee from the Cache National Forest Service explained to the Council that the Forest Revision Plan will be coming out in May. He would like the Council to look for that draft and to get their input in concerning the draft. Mr. Ferebee also commented on the Clinton Roadless Executive Order and how it pertains to the Wasatch/Cache District. Basically the two elements that will be restricted are timber harvest and road construction. New roads are prohibited, but old roads can be maintained.

The Council came out with a list of the roads that they thought needed to be considered on the RS 2477. In reviewing that list, Mr. Ferebee would like to discuss 2 of the roads that appeared on that list. The old Temple Fork road is closed. The Forest Service has constructed a new upper road that is open. The Amazon Basin road is closed.

Mr. Ferebee has enjoyed working with the Council for the past 3 ½ years. He will be re-located to the Regional office in Ogden, Utah. Chairman Gibbons thanked Mr. Ferebee for his openness with the Council and wished him good luck.

STATE PARKS INFORMATION: Eldon Robinson and Lee Gyllenskog

Lee Gyllenskog, the manager of the Hyrum State Park, and Eldon Robinson, the manager of the Bear Lake State Park, explained to the Council about there winter operations. The State Parks operates a Snowmobile complex consisting of: Hardware Ranch, Monte Cristo, and Logan Canyon. This Snowmobile complex has been rated 13th most used and liked in the Western United States. Currently they have three Snow cats grooming the trails, one in Logan Canyon, one in Hardware Ranch, and one in Monte Cristo. They are constantly in use. There are over 2,000 registered snowmobiles within Cache County with levied taxes of over \$65,000.00. There is also a non-resident permit that the State requires for out-of-State snowmobilers. The Bear Lake State Park is the operational headquarters for all the activities involved in Logan Canyon. They spend quite a substantial amount of time in Logan Canyon enforcing off-highway vehicle legislation, especially during the Winter months. Lemon asked if there could be any help given in regards to parking lots. Mr. Robinson said that there is interest in doing some improvements at the upper Beaver Creek parking lot. They are in the process of submitting the application for a Grant to help expand that parking lot.

Mr. Gyllenskog also explained about the Hyrum State Park issue. He handed out a user's survey

Council Meeting
9 January 2001

that is in conjunction with the Resource Management Plan. The Resource Plan could be something that is needed in order for the Hyrum Park to go forward in receiving funding from Federal or State dollars. The one thing that it does not take into account is the fact that the Reservoir could be raised with the omission of water. It is not being looked at in that Resource Management Plan because it is not something that in fact is happening right now. It will be addressed at a later date.

Councilman Beck asked if the State Parks were going to help with Newton Dam. Mr. Gyllenskog responded that after the RMP is completed, which is a 2- year process. That the Newton Dam area would be addressed.

LANDFILL SITING - Phase I: Issa Hamud

Mr. Hamud addressed the Council on the importance of finding a landfill site in Cache Valley. The existing landfill has a life expectancy of 15 more years. Their objective was to identify areas within Cache County that are suitable for a new landfill. The planning factors include a landfill life of 50-100 years, with approximately 300-850 acres of land within the boundaries of Cache County. This should include a 1/4 mile buffer zone, compaction 1,200 lb/cyd, and 25% of the waste stream is diverted. They established 2 advisory committees. One committee as a technical advisor and the other as a citizen advisory committee. Both of them were from the County as well as well as from Logan City. They represented a cross section of the Community. Their functions were to express local values in the site-selection process. They set up criteria, and then used it to select the sites. The study identified 11 sites. The Technical Advisory Committee recommended the acceptance of the maps and the study to move forward to Phase II. The Citizens Advisory Committee approved to proceed with the study. The State Water Advisory Board recommended to proceed with the study and report after completion of Phase II. Phase II site evaluation would identify 2-5 sites sufficient in size for the landfill field investigation.

(SEE ATTACHMENT #1)

RESOLUTION NO. 2001-02: Green Waste Collection and Composting

Consideration for adoption of a resolution approving the Green Waste Collection and Composting fee schedule.

Anhder moved to waive the rules and adopt the resolution. Yeates seconded the motion and it passed 7-0.

(SEE ATTACHMENT #2)

Council Meeting
9 January 2001

BEAR RIVER MENTAL HEALTH 2000 EXTERNAL AUDIT: Dr. Mick Pattinson
Rob Johnson

Dr. Mick Pattinson, the Director of the Bear River Mental Health Department, reported to the Council on that department's activities and explained about their audit process. He expressed the desire to meet with the new Council members and spend some time explaining the Mental Health Authority Board issues, as well as the Mental Health Centers function here in the Valley. Rob Johnson, presented the 2000 external audit of Bear River Mental Health to the Council.

(SEE ATTACHMENT #3)

PUBLIC HEARING SET: Agricultural Protection Area - Mathews

Lynn R. & Tama Mathews are requesting that the County approve a parcel of their farm ground as an agricultural protection area. A public hearing is part of the process to establish an agricultural protection area.

It was moved by Councilman Petersen to set the Public Hearing on January 23, 2001 at 6:00 p.m. It was seconded and carried unanimously.

CONSOLIDATION/DE-CONSOLIDATION OF COUNTY OFFICES COMMITTEE:

Chairman Gibbons explained that this item had been on a previous agenda for action, but was carried over until the new Council was in place. This was done so that the new Council could discuss the composition of that Committee. This Committee would consider not only consolidation of Elected offices, but the division of responsibilities in the County Attorney's office and also creation of a Public Works Department.

Councilman Petersen moved to table the issue. Councilman Yeates seconded the motion. The motion passed with Hansen, Petersen, Robison and Yeates voting in favor. Gibbons and Beck voting against and Anhder abstaining.

Council Meeting
9 January 2001

FINAL PLAT APPROVAL: Bailey Subdivision

DeeVon Bailey, agent for the Kathryn N. Bailey Family Trust is requesting final plat approval of a 3-lot minor subdivision on 10+ acres of property in the Agricultural Zone to be called the Bailey Subdivision for the construction of single family dwelling on each lot to be located at 7688 South, 7654 South, and 7618 South 400 West, North of Paradise.

The Council reviewed the location and requirements of the minor subdivision request.

Councilman Petersen moved to approve the minor subdivision. It was seconded and passed unanimously.

(SEE ATTACHMENT #4)

RESOLUTION NO. 2001-01: Lease/Purchase Agreement with Zions First National Bank

The adoption of Resolution No. 2001-01 will allow the County to enter into a contract with Zion's First National bank in the amount of \$672,464.00 for the lease/purchase of fire trucks. Kent Michie, from Zions Bank appeared before the Council to explain that Zions Bank had the low bid at 5.05%.

Councilman Anhder moved to waive the rules and approve Resolution No. 2001-01. It was seconded by Councilman Beck. Passed unanimously.

(SEE ATTACHMENT #5)

COUNCIL MEMBER COMMITTEE ASSIGNMENTS:

Cache County Municipal Building Authority

| | |
|------------------|-------------------|
| Registered Agent | Sarah Ann Skanchy |
| President | Sarah Ann Skanchy |
| Vice President | Larry Anhder |
| Secretary | Stephen Erickson |
| Treasurer | Karen Jeppesen |
| Board Members | Layne Beck |
| | Craig Petersen |
| | Darrel Gibbons |

The County Council agreed to place the Municipal Building Authority on a future agenda and elect officers.

Council Meeting
9 January 2001

COUNCIL MEMBER COMMITTEE ASSIGNMENTS: Continued

Cache County Community Foundation Board

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

Kathy Robison will replace Sarah Ann Skanchy on Community Foundation Board.

Cache County Fire Board

| | |
|--------------|----------------|
| Chair | Layne Beck |
| Vice-Chair | Darrel Gibbons |
| Board Member | M. Lynn Lemon |

Layne Beck will replace Guy Ray Pulsipher on the Fire Board.

Cache County Audit Committee

John Hansen
Craig Petersen
Tamra Stones

John Hansen will replace Sarah Ann Skanchy on the Audit Committee.

Board of Equalization-Hearing Officers for Logan Regional Hospital

| | |
|-------------------|--------------------------------|
| Sarah Ann Skanchy | |
| Cory Yeates | |
| Kathleen Howell | |
| Tamra Stones | Changes will be made as needed |

Willow Park Advisory Board

Larry Anhder
Jim Smith
Jill Zollinger

Jill Zollinger will replace Daryl Downs on the Willow Park Advisory Board.

Logan-Cache Airport Authority Board

Sarah Ann Skanchy
Craig Petersen

Craig Petersen will fill vacancy on Airport Authority Board

Council Meeting
9 January 2001

COUNCIL MEMBER COMMITTEE ASSIGNMENTS: Continued

Department of Workforce Services

John Hansen

John Hansen will replace Sarah Ann Skanchy on the Department of Workforce Services Board.

Cache County Planning Commission

Liaison - Guy Ray Pulsipher

The County Council would like to meet quarterly with the Planning Commission rather than have a Liaison sit on the Planning Commission.

Hardware Ranch Advisory Board

John Hansen

John Hansen will replace Guy Ray Pulsipher on the Hardware Ranch Advisory Board.

Bear River Association of Governments Governing Board

Cory Yeates

Darrel Gibbons

M. Lynn Lemon

Cory Yeates will replace Layne Beck on the BRAG Governing Board.

BRAG Human Services Board

Kathy Robison

Kathy Robison will replace Cory Yeates on the BRAG Human Services Board.

COUNCIL MEMBER REPORTS:

Chairman Gibbons suggested that the Vice Chairman rotate into the position of the Chairman the following year. All Council members agreed.

Councilman Layne Beck reported that he has received letters regarding private property owners closing off access to public roads, in the Forest Service areas. It is not the first time that it has been brought to his attention. Two of the major Canyons in Smithfield have both been closed off. One is Birch Canyon and the other is Dry Canyon. Councilman Beck thinks that something

Council Meeting
9 January 2001

needs to be done. A suggestion was made to have the County Attorney draft a letter to those individuals blocking the roads indicating that they are in violation of the law; and if it persists, we will take action.

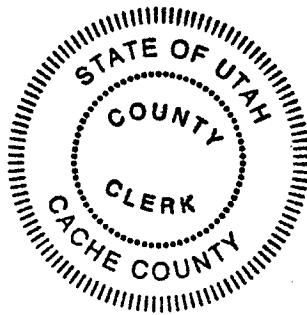
Executive Lemon told the Council that Mayor Draxler had talked to him and asked Lemon to bring to the Council's attention, a signed Agreement from the private citizen who will be guaranteeing the Operational Endowment. They want the North Park Inter-local Cooperative to meet soon and to address that. This Agreement requires that each entity sign it. There is a desire to move quickly based on this Operational Endowment. Lemon will get the Council members a copy of the Agreement.

ADJOURNMENT:

Chairman Gibbons adjourned the meeting at 8:00 p.m..

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

Darrel L. Gibbons
APPROVAL: Darrel L. Gibbons
Council Chairman





LANDFILL SITING PHASE I

Issa Hamud



Objectives

- To identify areas within Cache County that are suitable for new landfill.



Functions of the TAC and CAC

- Express local values
- Establish the criteria that would be used in identifying potential landfill sites
- Community participation
- Bridget communication
- Make recommendation
- Ensure availability of the best technical data
- Evaluate and approve selection steps



Criteria

- Use GIS and existing data
- Regulatory criteria (State, federal, and local regulations)
- Discretionary criteria (additional criteria developed by CAC and TAC)



List of Regulatory Criteria

- ◆ State/National historic register sites
- ◆ Unstable area
- ◆ Wetlands
- Federal
 - ◆ FAA Small airport (6 miles)
 - ◆ National forest, Cache National Forest



List of Discretionary Criteria

- FR-40 Zone
- Migratory bird habitat
- Species of special concern
- Amalgam Barrens
- Groundwater recharge area

CACHE COUNTY
RESOLUTION NO. 2001-02

A RESOLUTION APPROVING THE GREENWASTE COLLECTION AND COMPOSTING
FEE SCHEDULE.

The County Council of Cache County, Utah, in a regular meeting, lawful notice of which has been given, finds it necessary to approve the updated Greenwaste Collection and Composting fee schedule. Now therefore,

BE IT RESOLVED that:

Section 1: Approval

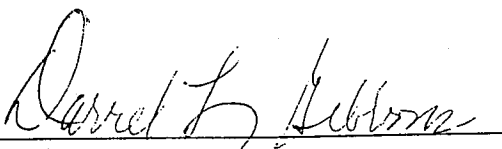
The Cache County Council hereby establishes the Greenwaste Collection and Composting fee schedule as set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2: Effective Date

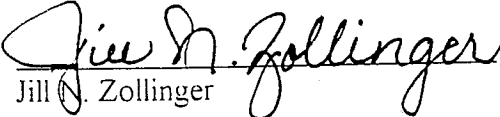
This resolution shall become effective immediately upon adoption.

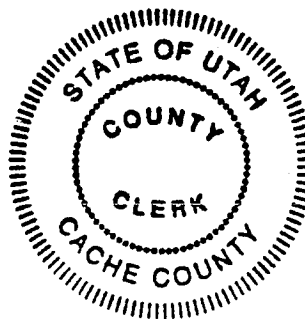
This resolution was adopted by the Cache County Council on the 9th day of January, 2001.

Cache Count Council


Chairman

ATTEST:


Jill N. Zollinger
County Clerk



CITY OF LOGAN
Proposed Resolution No 2000-
A RESOLUTION ENACTING GREENWASTE COLLECTION AND COMPOSTING

Section 1. Residential Curbside GreenWaste Collection (April – November)

| | | |
|-----------------|---------------------|--------------------------------|
| Logan City | 1; 90 gal container | \$4.00 per month |
| Smithfield City | | (for 12 months billing period) |
| North Logan | | |
| Providence | | |
| Hyde Park | | |
| River Heights | | |

Section 2. GreenWaste Facility Pricing Fees (includes sales tax)

| | |
|---------------------------|------------------------|
| Finished Compost | \$15.00 per cubic yard |
| Coarse Wood Chips | \$3.00 per cubic yard |
| Fine Screened Wood Chips | \$7.00 per cubic yard |
| Medium Wood Chips | \$7.00 per cubic yard |
| Pallet Wood Chips | \$3.00 per cubic yard |
| Premium Wood Chips | \$10.00 per cubic yard |
| Unscreened Wood Chips | \$3.00 per cubic yard |
| Christmas Tree Wood Chips | \$7.00 per cubic yard |

Logan City Green Waste Collection Proposal

Issa Hamud, P.E



Objectives

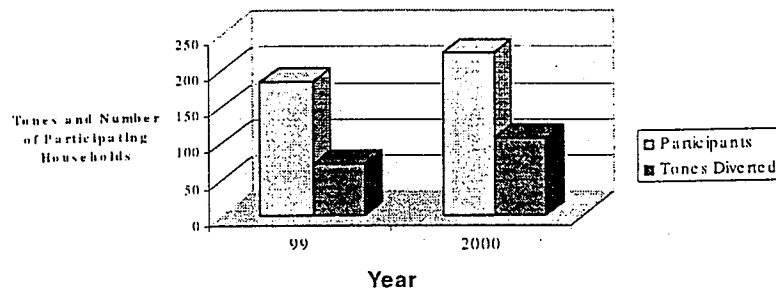
- Background information on existing waste reduction program
- Green waste collection pilot program
- Proposed green waste collection program
- Cost of service analysis
- Request for approval



Green Waste Collection Pilot Project



Tonnage Diverted and Number of Participants



Green Waste Collection Pilot Project



- Eligible Households 746
 - 1999 25%
 - 2000 30%
- 13 out side area requests

Proposed Green Waste Collection Program



- Program Elements
 - Must stand alone
 - Must be cost effective
 - Must increase our waste reduction percentage to 25%
 - Must be affordable
 - Must be simple to implement
 - Must be customer friendly

Cost of Service Analysis

- Model Element
 - The cost of providing the service
 - Sunk costs are sunk
 - Must have approximately 3,062 customers
 - All capital cost are annualized
 - Cost estimates are today's market value

Volunteer Green Waste Collection

Cost of Service Analysis

11-03-00

Assumptions

| | |
|---|---------------|
| Percent participating | 20.00 Percent |
| Number of households served | |
| Smithfield, Hyde Park, North Logan, Logan, River Heights, and Providence | 15308 Homes |
| Expected number of services | 3062 Homes |
| Green production per household per year | 0.5 Tons |
| Number of pickup per collection rout (Pilot project) | 640 Homes |
| Number of routs required per weak | 4.78375 Weak |
| Volume reduction during composting is | 60 Percent |

Annual Program Cost

| | |
|---|----------------------|
| One Automated truck @ 165,000/5 years life | \$ 33,000.00 |
| One Operator | \$ 35,000.00 |
| Fuel (30 gallons pre day, \$1.5/gallon, 5 days, wk, 52 wk.) | \$ 11,700.00 |
| Maintenance and repair | \$ 10,000.00 |
| Public education | \$ 5,300.00 |
| Green waste containers @\$65 per container, 10 yrs life | \$ 19,900.40 |
| Expansion and maintenance of compost pad | \$ 10,000.00 |
| New compost turner @ 125,000/5 years life | \$ 25,000.00 |
| Total cost | \$ 149,900.40 |

Monthly cost of service per household for 12 months \$ 4.08

Monthly cost of service per household for 8 months \$ 6.12

Note:

Free load of compost or wood chip (any kind) depending on availability for anyone who signs up for this program. Value \$15.00

This cost of service analysis is based on the above assumptions. If the assumed parameters change, the calculated cost of service per household may also change. If the participating percentage falls below 20 percent the calculated cost of service will increase and the program implementation may be hauled.

Program implementation requires initial cost of \$489,030.00 for the purchase of one Automated truck for green waste collection, new cans, one compost turner. The program also requires one operator to drive the automated truck.

Follow-up Survey Results for 1999-2000 Curbside GreenWaste Collection Pilot

1.) Having participated in the Pilot Curbside GreenWaste program to this point, do you think it has been of benefit to you?

Yes = #161 = 0.99 No = #1 = 0.006 Blank = #1 = 0.006

- Positive comment = Very beneficial and helpful. (#7) Useful for garden cleanup. We liked the program. Thank you for your efforts in this project. Much more convenient. Wonderful. The waste becomes useful. Excellent program. Very nice. Saves space in the landfill. Filling up entire GW container every week. I have more GW than normal household waste. Reduces waste...etc.
 - Negative comment = We don't have much GW.
-

2.) Did you or neighbors find it confusing as to whether it was the Refuse or the GreenWaste truck that was picking up in your area on collection day?

Yes = #4 = 0.02 No = #158 = 0.97 Blank = #1 = 0.006

- Comments: Came early so easy to differentiate. The type of container needs to be changed because it's prone to tipping over and therefore dangerous.
-

3.) Would a different color container for GreenWaste make it easier for you to separate materials to the correct container or were the stickers sufficient?

*Flawed Question! We asked an or question. Most responded to the **success of the stickers** or left it blank.

4.) If you sometimes haul your own GreenWaste to the compost facility near the landfill, did having the GreenWaste container have a impact on how often you went there?

Yes = #100 = 0.62 No = #22 = 0.13 Blank = #41 = 0.25: Don't haul waste.

- Comments: Didn't have to take any trips to the landfill.

9.) How convenient do you find the current yearly spring cleanup schedule offered by the Street Department? Do you feel you receive enough notice of when it will begin?

-Very convenient, helpful, we appreciate it. Yes enough notice. No problem.
(#50 = 0.31)

-Very convenient but - More advertisements, I never know the correct dates. Sits out on the curb for too long. A flyer or postcard 2 weeks ahead of pickup would be good. Time sufficient notice on billing statement. Such a large window of time, announce area to be collected each week. Sometimes we put things out and we wait so long it kills our lawn before it is picked up (#2), also blocks the water if put near gutter. A more accurate time for pickup would be helpful. (#45 = 0.28)

-Too early in the spring. (#12 = 0.07) When they started on the East Bench, I wasn't ready, Now when they begin west its easier.

-Loves program, but wishes it were offered more frequently.

-Leaf bags tear

-Doesn't use the Spring Cleanup Program. Hauls own to landfill. (#4) Some said due to timing factor and the messiness of the program.

-A second sweep would be useful.

10.) If a Bulky Waste collection service were offered for GreenWaste only, such as for branches and limbs, would you use it and how often would you want it?

Twice a year = #62 = 0.38

Call in only = #36 = 0.22

Once a Year = #29 = 0.18

Chose both Once a year/ Twice a year in fall &/or spring = #11 = 0.07

Wouldn't use = #12 = 0.07

Blank = 9 = #0.06

Other = monthly, 3-4 times a year, 3 times a year, once per year.

Comment: A little confusion as to what was meant by this question.

14.) Preferred method of payment?

| | |
|--|-------------|
| 8-month fee of \$2.50 | = 68 = 0.42 |
| 12-month fee of \$3.00 to \$3.50 | = 61 = 0.37 |
| Would not participate if charged a fee | = 20 = 0.12 |
| Left space blank | = 14 = 0.09 |

- Comments: People that are trying to do the right thing and save landfill space should not have to pay for this service. The city should collect free of charge, but charge for compost. I wouldn't use it; there's plenty of room in my garbage can.

15.) Are there other programs or services that you would like to see the Division of Environmental Health investigate, to assist you with your waste disposal needs?

-CURBSIDE RECYCLING! I'd be willing to pay \$2.50 -\$3.00 per month for curbside recycling then for GreenWaste. I'd pay \$5-7 for both. I'd be willing to pay up to \$10 per month for curbside recycling. I would like to see blue bins, so patrons don't have to separate it. Financial incentives suggested.

(#21 patron requested curbside recycling = 0.13)

+CVCleanTeam:

--Appreciates the Christmas Tree cleanup.

-Wants to recycle papers, besides newspapers.

-Wants to recycle plastics, other than #1 and #2.

-Requested more neighborhood collection sites for recyclables. Wants cardboard, glass, styrofoam, plastics, in addition to what items are offered at the Smith's drop-off site.

-Would like to see the GW program expanded throughout the city.

-Requests an easy way to dispose of toxic wastes - oil, pesticides, paint cans, etc.

Requests that batteries be kept out of the waste stream. There needs to be a regular day each month at a consistent location. Or pickups twice a year. (#4)

Payment Issues:

People who participate should pay a lower fee than the ones who don't. Isn't this helping out the landfill to be usable longer by recycling GW? It makes no sense to charge the ones who are trying to conserve resources! Charge extra for waste for those who won't make the effort. This is a wonderful program. (#2)

-The city should be easily able to justify the cost of this service; the landfill will last much longer with it in place. If Logan city charges additional fees, I do not believe participation will be sufficient.

-Would like some kind of credit to get compost from the GW center for free. (#3)

-When GW service is used the driver could punch in address or could have scannable microchip (electrical utility meters)-Pay as you use!

Other Comments:

- No, adequate pickup now
- Fantastic job with friendly, considerate, and helpful people.
- More frequent sweeping of curb gutters.

Comments regarding problems with this survey:

- If you want more people to respond to surveys, you may want to provide a stamped envelope.
- Survey has many problems; confusing, compound questions will make it difficult to interpret the data.

A resolution approving the form of the Equipment Lease Agreement with Zions First National Bank, Salt Lake City, Utah. Finding that it is in the best interests of Cache County, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the County Council has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the County Council has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to Cache County, Utah; and

Whereas, the County Council has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the County Council of Cache County, Utah as follows:

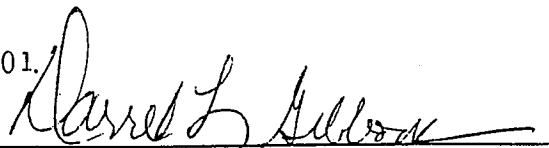
Section 1. The terms of said Equipment Lease Agreement are in the best interests of Cache County, Utah for the leasing of the equipment described therein.

Section 2. The County Executive and County Clerk are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Cache County, Utah.

Section 3. The officers of the County Council and the Cache County Executive are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this 9th day of January, 2001.

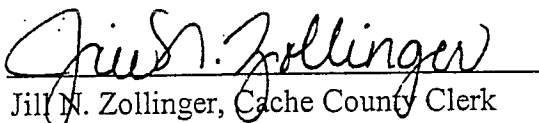
By



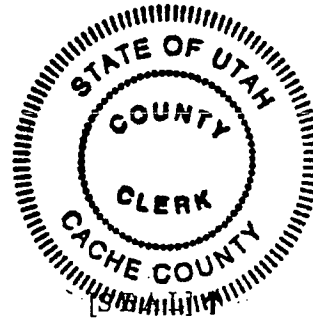
Darrel L. Gibbons, Cache County Council
Chairman
~~Mykynnixon~~

Attest:

By



Jill N. Zollinger, Cache County Clerk





DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL HEALTH

Michael O. Leavitt
Governor
Robin Arnold-Williams
Executive Director
Douglas E. West
Deputy Director
Meredith Alden M.D.
Director

120 North 200 West, #415
Salt Lake City, Utah 84103
(801) 538-4270

Certification of Audit Review

As required under the provisions of contracts with local mental health authorities

The requirement for members of the local mental health authorities to annually certify receipt and review of the independent audit and interview with the provider's executive officers is to assure compliance with the following statutory mandates:

Each member of the local mental health authority shall annually certify that he has received and reviewed the independent audit and has participated in a formal interview with the provider's executive officers. (See Utah Code 62A-12-289.1.)

That an independent audit shall be conducted pursuant to Title 51.12 and that the prescribed guidelines and procedures are in accordance with the State Auditor. (See Utah Code Section 67.3.1.)

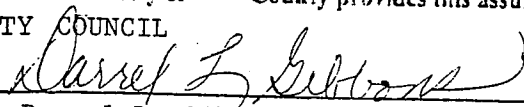
That the annual audit includes a review and determination regarding whether public funds allocated to local mental health authorities are consistent with services rendered and outcomes reported. (See Utah Code 62-A-12-289 (3))

That the local mental health authority is exercising sufficient oversight and control over public funds allocated for mental health programs and services. (See Utah Code 62-A-12-289 (3))

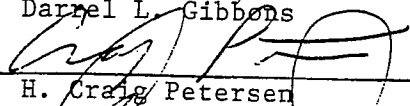
The Local Mental Health Authority of ^{Cache} County provides this assurance.

CACHE COUNTY COUNCIL

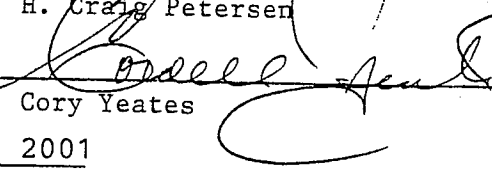
COUNCIL MEMBER


Darrel L. Gibbons

COUNCIL MEMBER


H. Craig Petersen

COUNCIL MEMBER

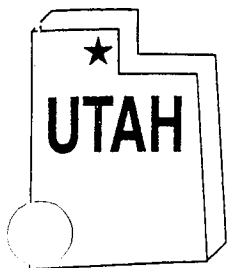

Cory Yeates

January 9, 2001

Date

Please submit this certification to:

The Utah Division of Mental Health
Attention: Marilyn Mitchell
120 North 200 West, Room 415
Salt Lake City, UT 84103



Cache County Corporation

LORENE GREENHALGH
Zoning Administrator
(435) 716-8350

179 North Main, Room 210
Logan, Utah 84321

MEMORANDUM

TO: Cache County Council

FROM: Lorene Greenhalgh, Zoning Administrator

DATE: December 11, 2000

SUBJECT: FINAL PLAT APPROVAL/Bailey Subdivision

DeeVon Bailey, agent for the Kathryn N. Bailey Family Trust, is requesting final plat approval of a 3-lot minor subdivision on 10+ acres of property in the Agricultural Zone to be called the Bailey Subdivision for the construction of a single family dwelling on each lot to be located at 7688 South, 7654 South, and 7618 south 400 West, north of Paradise.

PLANNING COMMISSION EVALUATION
DEEVON BAILEY
FINAL PLAT
4 DECEMBER 2000

DeeVon Bailey, agent for the Kathryn N. Bailey Family Trust, is requesting final plat approval of a 3-lot minor subdivision on 10+ acres of property in the Agricultural Zone to be called the Bailey Subdivision for the construction of a single family dwelling on each lot to be located at 7688 South, 7654 South, and 7618 South 400 West, north of Paradise. Protective covenants have been added to the plat as required. The Planning Commission reviewed and approved the preliminary plat at their 6 November 2000 meeting. If the final plat is approved, it will be scheduled on the next agenda of the County Council. Signatures of the Planning Commission Chairman, the County Council Chairman attested by the County Clerk, the County Attorney, and Deputy County Surveyor must all be added prior to being recorded. Once the subdivision plat is recorded, development may occur. A zoning clearance must be issued on each lot prior to a building permit being issued. An approved water right and a septic tank permit along with any other required documentation must be presented with the zoning clearance application.

in the "common area" except for the group pavilion/lodge (which will not be used for commercial use, but for family use only) and a pump house and reservoir for a culinary water system at such time as a system is approved for installation. Work on roads will be limited to the maintenance necessary for safe passage of motorized vehicles. There will be no work done on the stream except to better maintain its direction, reduce overflow, or to raise the dam to increase the reservoir capacity. No work will be done in the common area without approval of the Board of Directors. Types, designs, and sizes of the cabins will be approved by the Board of Directors. No hunting is to be allowed and no firearms of any kind will be allowed on the property. Other protective covenants are listed in a recorded and notarized copy of a document called Protective Covenants of the Riverbirch Planned Unit Development signed by the president of the Riverbirch Canyon Company. This request would also need final plat approval and approval of the County Council prior to any construction taking place. Zoning clearances will be required for all construction of structures on the site prior to a building permit being issued. Building permits are required for cabins and accessory storage buildings unless the area of the roof for the storage building is less than 120 square feet. The County is not responsible to construct or maintain any roads inside or accessing the PUD or to increase services to any of the county roads in this area beyond what is currently being provided. A letter had been received by staff from Brian T. Jaques listing some problems with the Sheep Creek Cove PUD that he felt should be considered and corrected for this PUD. Stewart asked regarding the hauling of water to this PUD and the fact that the new Subdivision Ordinance does not allow it. It was explained that even though this 400 acres had been rezoned to PUD from FR-40, it still takes on the basic characteristics of the FR-40 Zone and the fact that the cabins may not be used as year-around residences; however, the PUD allows the owners to cluster small individual lots with the remainder property in joint ownership which is not allowed in the FR-40 Zone. Stewart stated he had no problem with the request. Paul Merrill, adjacent property owner, stated this is a good group of people and have owned the land for a number of years. Davis expressed concern about the stipulation that there would be no firearms or hunting on the property. It was explained that these were stipulations placed on the property owners by their own protective covenants; it was not something imposed by the County or that can be enforced by the County. Nathan Wheeler stated he had no objection to this request, but asked about septic tank system for this development. Greenhalgh explained that they cannot have septic tank systems until they have an approved water system; until that time, each lot owner will haul out or have an outdoor toilet which would require a permit from Bear River Health Department. *Clements made the motion to approve this preliminary plat as presented. It was seconded by L. Nelson and passed unanimously.*

DeeVon Bailey, agent for Kathryn N. Bailey Family Trust (00-83MS), requested final plat approval of a 3-lot minor subdivision on 10.31 acres of property in the Agricultural Zone to be called the Bailey Subdivision for the construction of a single family dwelling on each lot to be located at 7688 South, 7654 South, and 7618 South 400 West, north of Paradise. Protective covenants have been added to the plat as required. The Planning Commission reviewed and approved the preliminary plat at their 6 November 2000 meeting. If the final plat is approved, it will be scheduled on the next available agenda for the County Council. Signatures of the Planning Commission Chairman, the County Council Chairman attested by the County Clerk, the County Attorney, and Deputy County Surveyor must all be added to the mylar prior to being recorded. Once the subdivision plat is recorded, development may occur. A zoning clearance is required to be issued on each lot for all structures prior to a building permit being issued. An approved water right and a septic tank permit along with other required documentation must be presented to staff with the zoning clearance application. *Stewart made the motion to approve this final plat as presented. L. Nelson seconded the motion and it passed unanimously.* Pulsipher asked when they planned to start development. Mr. Bailey responded that this process was to just facilitate the settlement of his mother's estate. However, the water rights must be proved within a certain number of years so development will probably start in about three years.

Nathan A. & Kimberly Phipps (00-91C) requested a conditional use permit to allow the construction of a 30' X 40' building to be used for storage of product and equipment for a commercial business called Accent Painting located on 1.29 acres of property in the Agricultural Zone at 2610 West 5000 South, east of Wellsville. The applicant owns a painting company which has its headquarters in Logan. The requested shop is mainly going to be used for storage. He plans to store his boat and personal items in

CACHE COUNTY, UTAH
PLANNING COMMISSION
STAFF EVALUATION

DATE: 6 November 2000

NO. ACRES: 10+

APPLICANT: DeeVon Bailey, agent for Kathryn N. Bailey ZONE: Ag
Family Trust

PROPERTY ADDRESS: 7688 South, 7654 South, & 7618 South 400 West, north of
Paradise

NATURE OF REQUEST: Preliminary plat approval of a 3-lot minor subdivision to
be called the Bailey Subdivision for the construction of a single family dwelling on
each lot.

A. Water Supply: 1 family well approved 06/028/00, E. Road Conditions: 1" priority +75
2 family well approved 09/07/00

B. Sewage Disposal: feasibility report 09/15/00 F. Sensitive or Hazardous area: none +25

C. Farmland Evaluation: Class II Prime -45 G. Mitigation of Sprawl: +35

D. Land Use Compatibility: all in ag -45 H. TOTAL POINTS: +45

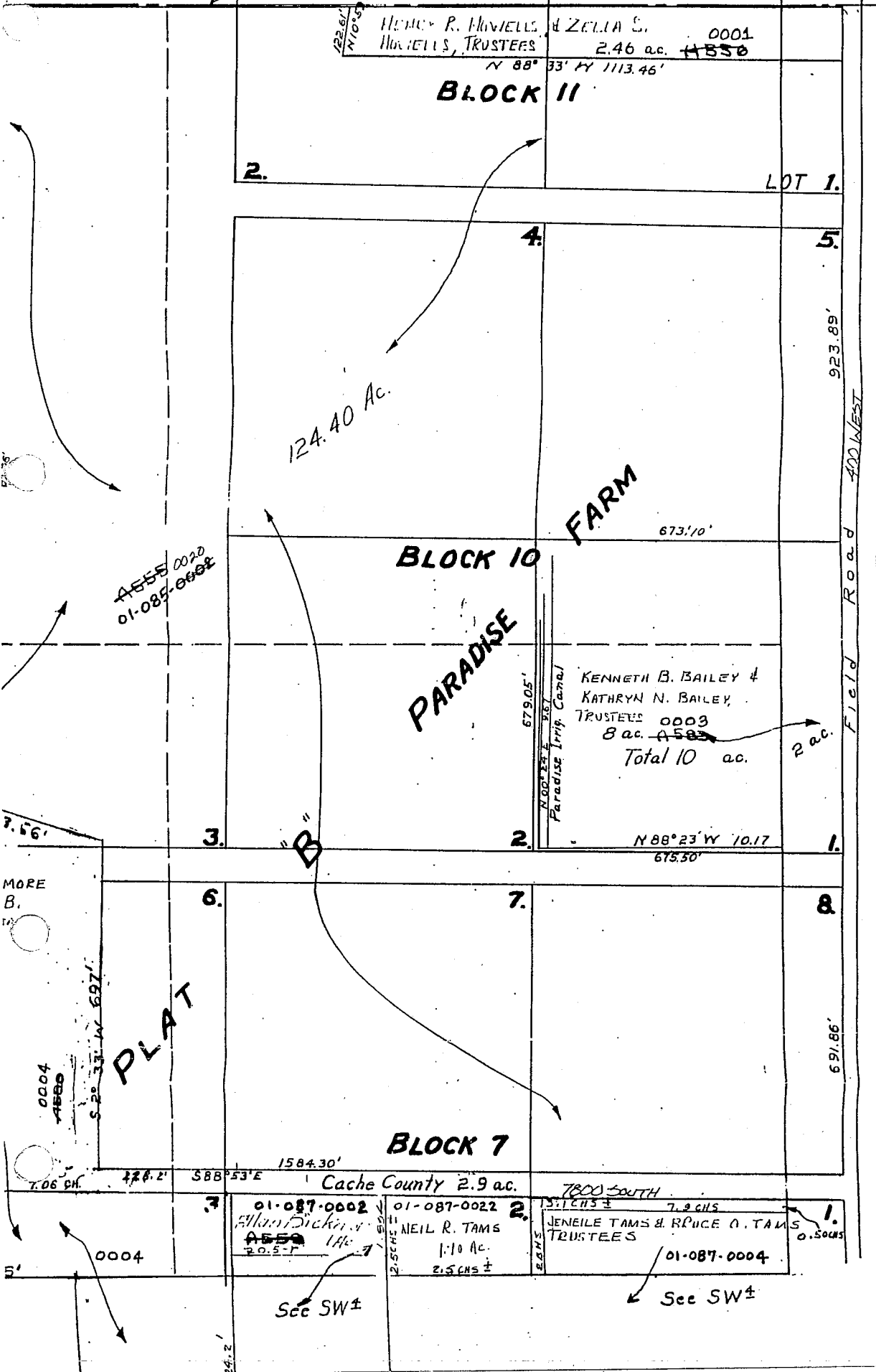
STAFF RECOMMENDATION: approval

COMMENTS: This property has approved well applications from the State Water Engineer's Office and a feasibility report from Bear River Health Department which states that systems can be installed to function properly. The soil is Class II Prime with the surrounding area all in agriculture. The road fronting the property is a first priority paved road with a 22-foot wide surface and a 33-foot wide right-of-way. Dedication of 25 feet from the center of the existing road must be dedicated to Cache County along the entire frontage of the 10+-acre parcel. The property is being divided for the distribution to family members as part of an estate settlement. Development of the lots will probably take place in 2-4 years. There are no sensitive or hazardous areas on the property. The school bus stop is 1-5 blocks away and fire protection would be tankers from Paradise, about 1½ miles away.

DeeVon Bailey, agent for Kathryn N. Bailey Family Trust (00-83MS) requested preliminary plat approval of a 3-lot minor subdivision on 10+ acres of property in the Agricultural Zone to be called the Bailey Subdivision for the construction of a single family dwelling on each lot to be located at 7688 South, 7654 South, and 7618 South 400 West, north of Paradise. This property has well applications filed with the State Water Engineer's Office for the three lots; one water right has a priority date of 28 June 2000; the other two water rights are for a change of use from irrigation water rights to two domestic uses with a priority date of 7 September 2000. A feasibility report from Bear River Health Department dated 15 September 2000 states that septic tank systems could be installed on the three lots to function properly. The soil is Class II Prime with the surrounding area all in agriculture. The road fronting the property is a first priority paved road with a 22-foot wide surface and a 33-foot wide right-of-way. A road right-of-way including that portion of the property which lies within 25 feet of the center of the existing road is required to be dedicated to the County along the entire width of the 10+ acre parcel. The property is being divided for the distribution to family members as part of an estate settlement. Development of the lots will probably take place in 2 to 4 years. There are no sensitive or hazardous areas on the property. The closest school bus stop is at 7800 South 400 West. Fire protection would be tankers from Paradise, about 1.5 miles away. The survey for the preliminary plat did not show the address for each lot nor did it have a signature block for the Planning Commission Chairman to sign. These items should be added to the final plat before it is presented to the Planning Commission for review and approval. The Staff Evaluation point total is +45. Mr. Bailey stated that his mother had started this process by applying for the well permits, etc., prior to her death. He is just following her wishes and finishing the process for her. L. Nelson stated he had spoken with John Lee who is a dairy farmer with land on three sides of this subdivision. Mr. Lee expressed the concern that new homeowners may be frustrated with the sights, sounds, and smells associated with his dairy operation including the spreading of manure on the field behind and to the sides of this subdivision. Mr. Bailey stated there should not be a problem with that since the family members who will own the lots are well aware of agricultural activities. *L. Nelson made the motion to approve this preliminary plat as amended to include the addresses for each lot and the signature block for the Planning Commission. Stewart seconded the motion and it passed unanimously.*

Suzanne Hansen, agent for Jean Leatham TR, Mike Leatham, Lorin G. Hewitt, and Ronald Saville (00-15MS), requested final plat approval of an amendment to a 3-lot minor subdivision called the Leatham Minor Subdivision located on 39.55 acres of property in the Agricultural Zone for the addition of two lots for the construction of a single family dwelling on each lot to be located at 3296 South and 3312 South 5750 West, south of Mendon on Maple Rise Road. When the 3-lot minor subdivision received final plat approval, there was a remainder parcel of 14.61 acres which was not eligible for residential development. The amendment request is to divide the remainder parcel into two additional lots and a 50-foot wide access road making this a 5-lot minor subdivision. Preliminary plat review and approval was given 11 September 2000 with the following stipulations: 1) The County is not responsible to provide any services including snow removal to the private road nor to increase services to the county roads in this area beyond what is currently being provided. And 2), current and future property owners must be aware that they will be subject to the sights, sounds, and smells associated with agricultural activities which are the permitted uses in the Agricultural Zone. Board of Adjustment approval of a special exception for the two lots not fronting a public road was granted on 19 October 2000. When final plat approval is granted, this amendment must be approved by the County Council and will be scheduled on their next available agenda where additional required signatures may be obtained. Pulsipher stated that after Keith Stoddard, adjacent property owner, came to the Planning Commission meeting last month, he and Joe Kirby (County Road Superintendent) went to inspect the site and culverts. He added that spring runoff has always made its way down the mountain and would continue to do so in the future. The problem created for Mr. Stoddard is because the runoff water runs under the county road to the north side of the road which then washes out onto Mr. Stoddard's property. Pulsipher stated this is a county problem. Clements stated that the runoff water problem was not created by the subdivision and so the subdivision should not be held up because of it. *Clements made the motion to approve the final plat of this amended minor subdivision as presented. The motion was seconded by L. Nelson and passed unanimously.*

CEMETERY DISTRICT



No. 2001-01

A resolution approving the form of the Equipment Lease Agreement with Zions First National Bank, Salt Lake City, Utah. Finding that it is in the best interests of Cache County, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the County Council has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the County Council has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to Cache County, Utah; and

Whereas, the County Council has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the County Council of Cache County, Utah as follows:

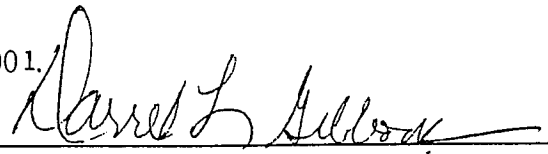
Section 1. The terms of said Equipment Lease Agreement are in the best interests of Cache County, Utah for the leasing of the equipment described therein.

Section 2. The County Executive and County Clerk are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Cache County, Utah.

Section 3. The officers of the County Council and the Cache County Executive are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this 9th day of January, 2001.

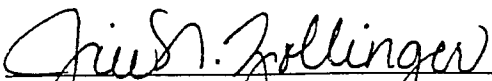
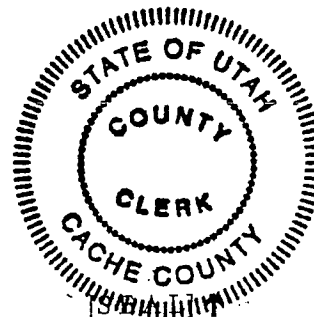
By



Darrel L. Gibbons, Cache County Council
Chairman
~~My Lynn Jensen~~

Attest:

By


Jill N. Zollinger, Cache County Clerk

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of January 16, 2001 by and between Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111 ("Lessor"), and Cache County, Utah ("Lessee") a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Lease Of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

- (i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;
- (ii) Invoice of the Vendor of such item of Equipment; and
- (iii) Delivery And Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted

herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II

Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

"Business Day" shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Utah are closed.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" shall mean the date when the term of this Lease begins and Lessee's obligation to pay rent accrues, as set forth in Section 3.1.

"Equipment" shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit "A."

"Lessee" shall mean Cache County, Utah.

"Lessor" shall mean Zions First National Bank, Salt Lake City, Utah, its successors and assigns.

"Option Purchase Price" shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

"Original Term" shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

"Renewal Terms" shall mean all of the additional periods of one year (coextensive with Lessee's fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

"Rental Payments" means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

"Term" or "Term of this Lease" shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

"Vendor" shall mean the manufacturer of the Equipment and the manufacturer's agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

_____ the date this Lease is executed.

_____ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

_____ the date the Vendor receives full payment for the Equipment from Lessor.

 X January 16, 2001

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation*. This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be automatically extended for five (5) successive additional periods of one year coextensive with Lessee's fiscal year (each, a "Renewal Term"), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;

- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination*. Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

- (a) By delivering the Equipment to Lessor at Lessee's principal place of business; or
- (b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest*. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee*. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of Sections 10-8-6 or 11-1-1 through 11-1-2, Utah Code Annotated 1953, as amended, or Section 3, 4, or 5 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee

to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase Of Equipment

Section 5.1 *Option Purchase Price*. On any Business Day on or after [dated date], Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit "C."

Section 5.2 *Manner of Exercise of Option*. To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the "Closing Date"), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option*. Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase*. Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the provisions of Section 1.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, And Warranties Of Lessee And Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

- (a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah.

- (b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.
- (c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.
- (d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."
- (e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.
- (f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with the respect to the Equipment.
- (g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- (h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.
- (j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:
 - (1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code;
 - (2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;
 - (3) in order to preserve the status of this Lease as other than a "private activity bond" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment

financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such "private business use" or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;

- (4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.
- (k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.
- (l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to the date hereof.
- (m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038-G or 8038-GC, as appropriate.
- (n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee's request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor's only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit "A." Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever.* Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

- (o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.
- (p) To the extent permitted by the statutes and Constitution of the State of Utah (about which neither Lessor, Lessee nor counsel in connection with this Lease makes or has made any representation), Lessee agrees not to purchase, lease or rent equipment performing functions similar to those performed by the Equipment for a period of 180 days after the occurrence of an Event of Nonappropriation or if Lessor shall retake possession of the Equipment upon the occurrence of an Event of Default hereunder; provided, however, that this restriction shall not be applicable in the event the Equipment shall be sold or otherwise disposed of by Lessor and the amount received from such disposition, less all costs of such sale or disposition, is sufficient to pay and is used to pay all principal and interest due and payable on this Lease. This Section is not intended, nor shall it be interpreted, to modify the Lessee's option to renew or terminate the Lease Term as provided in Article III hereof.
- (q) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease
- (r) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor*. Lessor represents, covenants, and warrants as follows:

- (a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.
- (b) Lessor has not caused to be created any lien or encumbrance on the Property except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII

Events Of Default And Remedies

Section 7.1 *Events of Default Defined.* The following shall be "events of default" under this Lease and the terms, "event of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default.* Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and
- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

Payment Of Taxes, Fees, Permits, And Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees*. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, And Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not

withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, And Damage To Or Destruction Of The Equipment

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be

indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee.* Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor.* The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee.* If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses.* All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

- (a) if to Lessee, at Cache County Executive, 179 North Main Street, Logan, Utah 84321
- (b) if to Lessor, at Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111, Attention: Public Finance Department.

Section 11.5 *Manner of Payment.* All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver.* No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent

breach, Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Utah.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set-Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set-up fee of None Dollars (\$0.00) on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. Lessee reasonably anticipates that the total amount of tax-exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed \$10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits "A" through "E," inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

EXHIBITS

Exhibit A.....Description Of Equipment
Exhibit B.....Resolution Of Governing Body
Exhibit C.....Payment Schedule
Exhibit D.....Opinion Of Lessee's Counsel
Exhibit E.....Delivery and Acceptance Certificate

Executed this ____ day of January 2001.

Lessor:

Zions First National Bank

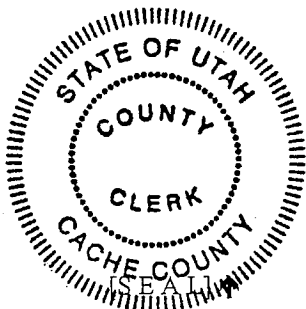
By D. Kent Michie
D. Kent Michie
Vice President

[SEAL] ↑

Attest:

By _____

Title _____



Lessee:

Cache County, Utah

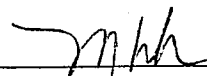
By M. Lynn Lemon
M. Lynn Lemon, Cache County Executive

Attest:

By Jill N. Zollinger
Jill N. Zollinger, Cache County Clerk

EXHIBIT A
Description Of Equipment

| <u>Quantity</u> | <u>Description/Serial Numbers</u> |
|-----------------|---|
| 4 | Pierce-Ross Fire Trucks and related apparatus |



Initials of Lessee Signatory

EXHIBIT B
Resolution Of Governing Body
Extract Of Minutes

January 9, 2001

Cache County, Utah

The County Council of Cache County, Utah (the "governing body"), met in regular session at its regular meeting place in Logan on January 9, 2001, with the following members of the council present:

| | |
|--------------------------|---------------|
| C. Larry Anhder | Councilmember |
| Layne M. Beck | Councilmember |
| Darrel Lee Gibbons | Councilmember |
| H. Craig Petersen | Councilmember |
| John Hansen | Councilmember |
| Kathy Robison | Councilmember |
| Cory Yeates | Councilmember |

Also present:

| | |
|-------------------------|------------------|
| M. Lynn Lemon | County Executive |
| Jill N. Zollinger | County Clerk |
| Tamra Stones | County Auditor |
| Scott L Wyatt | County Attorney |

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, read in full, and pursuant to motion duly made by C. Larry Anhder and seconded by Layne M. Beck was adopted by the following vote:

YEA: All Council members voting in favor.

NAY:

The resolution was then signed by the Council Chairman in open meeting and recorded by the County Clerk. The resolution is as follows:

A resolution approving the form of the Equipment Lease Agreement with Zions First National Bank, Salt Lake City, Utah. Finding that it is in the best interests of Cache County, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the County Council has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the County Council has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to Cache County, Utah; and

Whereas, the County Council has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the County Council of Cache County, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of Cache County, Utah for the leasing of the equipment described therein.

Section 2. The County Executive and County Clerk are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Cache County, Utah.

Section 3. The officers of the County Council and the Cache County Executive are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

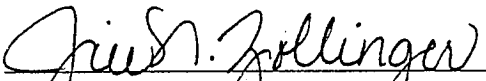
Adopted and approved this 9th day of January, 2001.

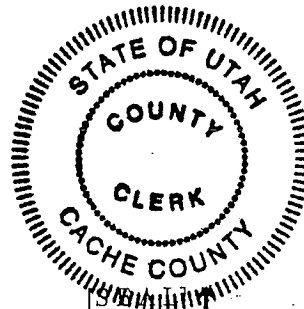
By


Darrel L. Gibbons, Chairman
~~Mykynnixon~~

Attest:

By


Jill N. Zollinger, Cache County Clerk



STATE OF UTAH

)

:ss.

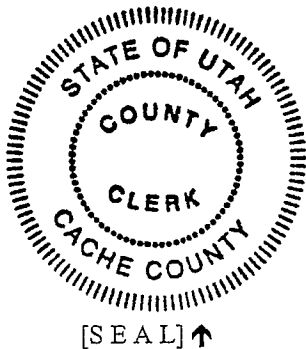
COUNTY OF CACHE

)

I, Jill N. Zollinger hereby certify that I am the duly qualified and acting County Clerk of Cache County, Utah.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the County Council including a Resolution adopted at said meeting held on January 9, 2001, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on January 9, 2001.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of said Cache County, Utah this 9 day of January, 2001.



By

Jill N. Zollinger
Jill N. Zollinger, County Clerk

STATE OF UTAH)

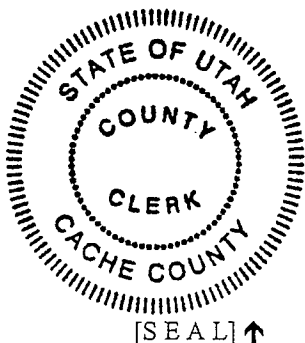
:ss.

COUNTY OF CACHE)

I, Jill N. Zollinger, the duly qualified [title.2] of Cache County, Utah do hereby certify:

- (a) that in accordance with the requirements of Section 52-4-6 (1), Utah Code Annotated (1953), as amended, public notice of the 2001 Annual Meeting Schedule of the County Council of Cache County, Utah (the "Governing Body") was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on December 18, 2000, at the principal office of the Governing Body at Cache County, Utah, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on December 18, 2000, to at least one newspaper of general circulation within the geographic jurisdiction of Cache County, Utah, Utah, or to a local media correspondent;
- (b) that in accordance with the requirements of Section 52-4-6 (2), Utah Code Annotated (1953), as amended, public notice of the regular meeting of the Governing Body on [date of meeting], was given by specifying in a Notice of Regular Meeting the agenda, date, time and place of the meeting and by causing the Notice of Regular meeting to be posted at the principal office of the Governing Body on the 4th day of January, 2001, a date not less than 24 hours prior to the date and time of the Governing Body's regular meeting, and to be provided on the 8th day of January, 2001, to at least one newspaper of general circulation within the geographic jurisdiction of Cache County, Utah, or to a local media correspondent.

In witness whereof, I have hereunto set my hand and affixed the official seal of said Cache County, Utah this 9th day of January, 2001.



By Jill N. Zollinger
Jill N. Zollinger, County Clerk

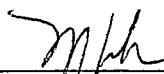
EXHIBIT C
Payment Schedule

Lessee: Cache County, Utah

Date of Lease: January 16, 2001

Principal Amount Due:

1. Interest has been computed at the rate of 5.05% per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due annually commencing January 16, 2002. The following payments shall be due on the 16th day of January up to and including January 16, 2006 and shall be in an amount equal to the sum of the payment amount attributable to principal and the payment amount attributable to interest for the applicable year.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.



Initials of Lessee Signatory

Cache County, Utah
\$672,464 Equipment Lease Purchase
Series January 16, 2001

DEBT SERVICE SCHEDULE

| Date | Principal | Coupon | Interest | Total P+I | FISCAL TOTAL |
|-----------|------------|--------|------------|------------|--------------|
| 1/16/2001 | - | - | - | - | - |
| 1/16/2002 | 121,577.54 | 5.050% | 33,959.43 | 155,536.97 | 155,536.97 |
| 1/16/2003 | 127,717.21 | 5.050% | 27,819.77 | 155,536.98 | 155,536.98 |
| 1/16/2004 | 134,166.93 | 5.050% | 21,370.05 | 155,536.98 | 155,536.98 |
| 1/16/2005 | 140,942.36 | 5.050% | 14,594.62 | 155,536.98 | 155,536.98 |
| 1/16/2006 | 148,059.95 | 5.050% | 7,477.03 | 155,536.98 | 155,536.98 |
| Total | 672,464.00 | - | 105,220.90 | 777,684.90 | - |

YIELD STATISTICS

| | |
|--|-------------|
| Bond Year Dollars..... | \$2,083.58 |
| Average Life..... | 3.098 Years |
| Average Coupon..... | 5.0500006% |
| Net Interest Cost (NIC)..... | 5.0500006% |
| True Interest Cost (TIC)..... | 5.0500003% |
| Bond Yield for Arbitrage Purposes..... | 5.0500005% |
| All Inclusive Cost (AIC)..... | 5.0500005% |
| IRS FORM 8038 | |
| Net Interest Cost..... | 5.0500006% |
| Weighted Average Maturity..... | 3.098 Years |

ZIONS BANK
Public Finance

File = Cache Co.SF-Lense \$672- SINGLE PURPOSE
12/27/2000 4:55 PM

Cache County, Utah
\$672,464 Equipment Lease Purchase
Series January 16, 2001

SOURCES & USES

Dated 01/16/2001

Delivered 01/16/2001

SOURCES OF FUNDS

Par Amount of Lease..... \$672,464.00

TOTAL SOURCES..... \$672,464.00

USES OF FUNDS

Deposit to Equipment Lease Purchase Fund..... 672,464.00

TOTAL USES..... \$672,464.00

ZIONS BANK
Public Finance

File = Cache Co.SF-Lease \$672- SINGLE PURPOSE
12/27/2000 4:55 PM

EXHIBIT D
Opinion Of Lessee's Counsel
(Use County Attorney's Letterhead)

To: Zions First National Bank
One South Main Street
Salt Lake City, Utah 84111

Gentlemen:

As counsel for Cache County, Utah ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated January 16, 2001, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.



Cache County Attorney
Scott L Wyatt

EXHIBIT E
Delivery And Acceptance Certificate

To: Zions First National Bank

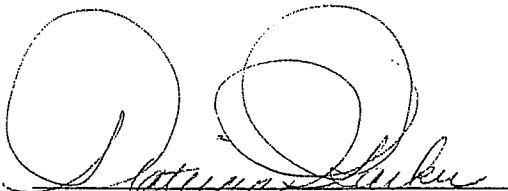
Reference is made to the Equipment Lease Agreement between the undersigned ("Lessee"), and Zions First National Bank ("Lessor"), dated January 16, 2001, ("the Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

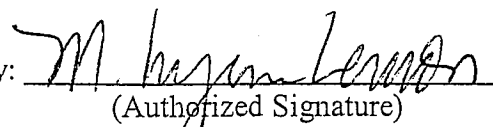
1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "A" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

Cache County, Utah


Witness

By: 
(Authorized Signature)

M. Lynn Lemon, Cache County Executive
(Print name and title)

Date: January 9, 2001

CACHE COUNTY CORPORATION

M. LYNN LEMON

COUNTY EXECUTIVE/SURVEYOR

120 NORTH 100 WEST
LOGAN, UTAH 84321
Tel 435-752-5935
Fax 435-787-9386

COUNTY COUNCIL

DARREL L. GIBBONS

CHAIRMAN

H. CRAIG PETERSEN

V. CHAIRMAN

Kathy Robison

C. LARRY ANHDER

John A. Hansen

CORY YEATES

LAYNE M. BECK

Jill N. Zollinger

CLERK

January 4, 2001

Public Notice is hereby given that the Cache County Council of Cache County, Utah will hold a Regular Meeting in the Cache County Council Chamber, 120 North 100 West, Logan, Utah 84321 at 5:00 p.m. on **TUESDAY, January 9, 2001.**

- 5:00 1. Call to Order
 2. Invocation

ELECTION OF CHAIRMAN AND VICE CHAIRMAN

3. Review and approval of agenda
4. Review and approval of minutes
5. Report of County Executive

- a. Appointments
b. Board Vacancies
c. Other Items

6. Items of Special Interest

- *5:20 a. Employee Service Awards - M. Lynn Lemon
*5:25 b. Tourism Promotion Funding Audit - Representative Loraine Pace
*5:40 c. Forest Service Topics - Brian Ferebee
*5:50 d. State Parks Information - Eldon Robinson and Lee Gyllenskog
*6:00 e. Proposed Landfill Siting - Issa Humad
*6:15 f. Presentation of 2000 External Audit Report Bear River Mental Health - Dr. Mick Pattinson and Rob Johnson

7. Budgetary Matters

- a. Transfers - Intra Department
b. Transfers - Inter Department

8. Public hearings, appeals and Board of Equalization matters

Set Public Hearing - January 23, 2001 - 6:00 p.m. - Agricultural Protection Area - Mathews

9. Pending Action

a. Discussion - Formation of Consolidation/De-consolidation of offices Committee

10. Initial proposal for consideration of action

a. Final Plat Approval - Baily Subdivision

b. Resolution No. 2001-01 - Consideration of a Resolution authorizing the execution of an equipment lease purchase agreement with Zion's First National Bank in the amount of \$672,464.00 for the lease/purchase of fire trucks.

c. Resolution No. 2001-02 - Green Waste Collection and Composting

d. Discussion - County Jail

e. Discussion - County Administration Building

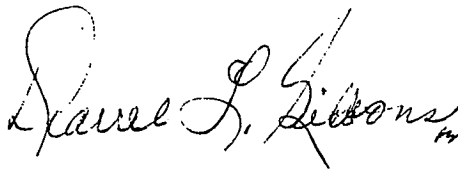
f. Discussion - State Courts Building

11. Other Business

a. Council Member Committee Assignments

12. Council Member Reports

13. Adjourn



* Designated time for Special Interest Items

**Citizens desiring to be heard are encouraged to submit their messages in writing during or prior to the hearing.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Pat Parker, Cache County Council, at 716-7171 at least three working days prior to the meeting.