

APPROVED

**CACHE COUNTY
COUNCIL MEETING
MINUTES
MAY 28, 2019**

**COUNTY COUNCIL MEETING
May 28, 2019**

<u>NATURE OR ORDER OF PROCEEDING</u>	<u>PAGE</u>
AGRICULTURAL AGENT INTERVIEWS	2
AIRPORT ROAD	2
BUSHMAN, SHAUN – Public Comment	4
CCEMS – Approval of Updated Interlocal Agreement between Logan City and Cache County to jointly own, manage and operate Cache County Emergency Medical Services.....	6
CACHE COUNTY EMERGENCY MEDICAL SERVICES (CCEMS) – Approval of Updated Interlocal Agreement between Logan City and Cache County to Jointly Own, Manage and Operate	6
CENTURY FARM PRESENTATION.....	2
CHAMBER OF COMMERCE BUILDING – Parcel Number 06-018-0038 – Public Hearing – May 28, 2019-5:30 p.m.-Resolution No. 2019-15-Authorizing Conveyance of Real Property.....	3
CLARK ISRAELSEN RETIREMENT OPEN HOUSE	2
COUNTY PLASTIC MANAGEMENT AND EDUCATION PLAN	2
DEVELOPMENT SERVICES FEE SCHEDULE – Resolution No. 2019-19-Amendments to the Cache County.....	5
DUMP STATION	7
ECONOMIC DEVELOPMENT STRATEGIC PLAN.....	2
FIRE DISTRICT	2
ISRAELSEN, CLARK – Retirement Open House	2
MISSING CHILD SEARCH.....	2
NIBLEY HERITAGE DAYS PARADE	6
NOXIOUS WEED CONTROL POLICY FOR CACHE COUNTY – Resolution No. 2019-18 – Implementing the 2019.....	5
PUBLIC COMMENT – Bushman, Shaun	4
PUBLIC COMMENT – Quayle, Dean	4
PUBLIC HEARING – May 28, 2019 at 5:30 p.m.-Resolution No. 2019-15-Authorizing Conveyance of Real Property-Chamber of Commerce Building – Parcel No. 06-018-0038	3
PUBLIC HEARING – May 28, 2019 at 5:40 p.m.-Resolution No. 2019-16-Authorizing Conveyance of Real Property-Scare Canyon – Parcel No. 16-110-0000.....	3

PUBLIC HEARING – May 28, 2019 at 5:50 p.m. – Resolution No. 2019-17-Adopting Modifications to the Distribution Allocations for the Transportation sales Tax for Cache County, Utah4

PUBLIC HEARING SET – June 11, 2019 at 5:30 p.m.-Community Impact Funding Board (CIB) Grant Application for General Plan Funding5

PUBLIC HEARING SET – June 11, 2019 at 5:40 p.m.-Community Impact Funding Board (CIB) Grant Application for Road and Weed Department Facilities.....5

QUAYLE, DEAN – Public Comment.....4

RAPZ/RESTAURANT TAX COMMITTEE RECOMMENDATIONS – Approval of.....6

RESOLUTION NO. 2019-15 – Authorizing Conveyance of Real Property – Chamber of Commerce Building – Parcel Number 06-018-0038.....3

RESOLUTION NO. 2019-16 – Authorizing Conveyance of Real Property – Scare Canyon – Parcel Number 16-110-00004

RESOLUTION NO. 2019-17 – Adopting Modifications to the Distribution Allocations for the Transportation sales Tax for Cache County, Utah4

RESOLUTION NO. 2019-18 – Implementing the 2019 Noxious Weed Control Policy for Cache County...5

RESOLUTION NO. 2019-19 – Amendments to the Cache County Development Services Fee Schedule .5

SCARE CANYON – Parcel Number 16-110-000 – Resolution Mo. 2019-16-Authorizing Conveyance of Real Property4

TAX SALE – Approval of.....6

TOUR OF SALT LAKE COUNTY ROAD FACILITIES.....2

**CACHE COUNTY COUNCIL MEETING
MAY 28, 2019**

The Cache County Council convened in a regular session on May 28, 2019 at 5:00 p.m. in the Cache County Council Chamber at 199 North Main, Logan, Utah.

ATTENDANCE:

Chairman: Karl B. Ward
Vice Chair: Gina H. Worthen
Council Members: Paul R. Borup, David L. Erickson, Barbara Tidwell, Jon White, & Gordon A. Zilles
County Executive: Craig "W" Buttars
County Clerk: Jill N. Zollinger
Deputy County Attorney: Lee Edwards

The following individuals were also in attendance: Director Amy Adams, Janeen Allen, Jamie Andrus, Celeste Baillio, Shaun Bushman, R. Giselle Call, Laura Craner, Debbie Ditton, Jay Downs, Spencer Gibbons, Jaydee Gunnell, Holly Gunther, Laura Hansen, Sharon L. Hoth, Clark Israelsen, Angie LeVere, Paul Lindhardt, Treasurer Craig McAllister, Director Bartt Nelson, Lane Parker, Susan Parker, Brandon Preece, Dean Quayle, Jonathan Rash, Director Josh Runhaar, Trace Skeen, Director Julie Hollist-Terrill, Betty Weeks, Mayor Jeff Young.

OPENING REMARKS AND PLEDGE OF ALLEGIANCE

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

REVIEW AND APPROVAL OF AGENDA

Chairman Ward noted that Item 11f – *Set Public Hearing for June 11, 2019 at 6:00 p.m.- Resolution 2019-20-Amending the 2019 Budget* – is on the amended agenda and this is the agenda the Council will be approving.

ACTION: Motion by Council member Tidwell to approve the amended agenda. White seconded the motion. The vote was unanimous, 7-0.

REVIEW AND APPROVAL OF MINUTES

ACTION: Motion by Vice Chair Worthen to approve the minutes of the May 14, 2019 Council meeting as written. Tidwell seconded the motion. The vote was unanimous, 7-0.

MINUTES FOLLOW-UP: None

REPORT OF THE COUNTY EXECUTIVE: CRAIG "W" BUTTARS

APPOINTMENTS: There were no appointments.

FINANCIAL STATEMENTS have not been received yet. Executive Buttars will email them to the Council.

OTHER ITEMS:

- ❑ **Economic Development Strategic Plan** has been completed and presented to the Economic Development Alliance. Executive Buttars will send the full report to the Council.
- ❑ **Tour of Salt Lake County Road Facilities** – Executive Buttars, Director Josh Runhaar and staff toured the Salt Lake County facilities to get a better idea of some of the opportunities available to Cache County as it looks to move its road facilities.
- ❑ **County Plastic Management and Education Plan** – The Solid Waste Advisory Board met Tuesday and will present the Plastic Management Plan to retailers next month. The Council will be invited.
- ❑ **Agricultural Agent Interviews** are scheduled for this week and next week. It is a two-day interview process.
- ❑ **Airport Road** from 1000 West to the west airport entrance will be resurfaced this year.
- ❑ **Clark Israelsen Retirement Open House** – Friday, June 7, 2019 from 6:00 p.m. to 8:00 p.m. at the Cache Events Center.
- ❑ **Missing Child Search** has been aided by many in the county and the FBI complimented Cache County's organization for investigation and cooperation among many agencies as the best they have seen throughout the country.

ITEMS OF SPECIAL INTEREST

- **Century Farm Presentation** – Clark Israelsen, USU Extension Agent, and Spencer Gibbons from the Utah Farm Bureau presented the Century Farm award to the Hansen family's Cache View Dairy in Amalga.

DEPARTMENT OR COMMITTEE REPORTS

- **Fire District – Chief Rod Hammer** reported he has purchased three structure engines for Richmond, Lewiston and Wellsville and hired seasonal employees to do state mandated mitigation work. He hired two firefighters to work out of the Hyrum Station and two firefighters in the Mendon Station. The parking area around the training center has been paved. Chief Hammer asked if the Council had any questions.

Vice Chair Worthen asked Chief Hammer to explain the reasons that two firefighters were placed in the Mendon Station instead of the north end of the valley as originally planned. There has been a lot of angst among the Mayors in the north end of the valley over this decision.

Chief Hammer explained that he was authorized in December to hire two new firefighters. He planned to place them in Richmond, but Richmond was in negotiations with Smithfield for a metro type fire coverage which would have given Smithfield the oversight, etc. of the new hires. Cache County wanted the oversight and after three meetings with Richmond, nothing was resolved. He reviewed the number of homes in the various areas of the county and determined the Mendon location was a better fit for

coverage. Chief Hammer acknowledged he should have notified the Mayors in the north of his decision and reasons to go with the Mendon Station.

Executive Buttars agreed the Mayors should have been notified; however, Cache County was not well received in the north and the county has to consider where resources are most needed. Going to Mendon made sense and he supports the decision. The contracts are for one year to be reviewed annually and changes made as needed.

Council member Erickson reiterated the major obstacle was Richmond's unwillingness to allow the firefighters to be county employees rather than Smithfield City employees.

Mayor Young asked if the decision can be retracted. Chairman Ward indicated no action can be taken tonight and asked Mayor Young to provide written grievances and reasons for the north Mayors' dissatisfaction.

Council member Zilles suggested the Mayors visit with their fire chiefs so everyone is on the same page.

Executive Buttars reminded Young the contracts will be reviewed annually and changes can be made then if conditions warrant it. Buttars expressed a desire to attend the upcoming meeting of the Mayors.

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

PUBLIC HEARING: May 28, 2019 at 5:30 p.m. – Resolution No. 2019-15-Authorizing Conveyance of Real Property –Chamber of Commerce Building – Parcel Number 06-018-0038

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

ACTION: Motion by Vice Chair Worthen to close the Public Hearing – Resolution No. 2019-15-Authorizing Conveyance of Real Property –Chamber of Commerce Building – Parcel Number 06-018-0038. White seconded the motion. The vote was unanimous, 7-0.

PENDING ACTION

- Resolution No. 2019-15 – Authorizing Conveyance of Real Property Chamber of Commerce Building – Parcel Number 06-018-0038**

(Attachment 1)

ACTION: Motion by Council member Erickson to approve Resolution No. 2019-15 – Authorizing Conveyance of Real Property – Chamber of Commerce Building – Parcel Number 06-018-0038. Zilles seconded the motion. The vote was unanimous, 7-0.

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

PUBLIC HEARING: May 28, 2019 at 5:40 p.m. – Resolution No. 2019-16-Authorizing Conveyance of Real Property – Scare Canyon – Parcel Number 16-110-0000

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

ACTION: Motion by Council member Erickson to close the Public Hearing – Resolution No. 2019-16 – Authorizing Conveyance of Real Property – Scare Canyon – Parcel Number 16-110-0000. White seconded the motion. The vote was unanimous, 7-0.

PENDING ACTION

- Resolution No. 2019-16 – Authorizing Conveyance of Real Property – Scare Canyon – Parcel Number 16-110-0000**

(Attachment 2)

ACTION: Motion by Vice Chair Worthen to approve Resolution No. 2019-16 – Authorizing Conveyance of Real Property – Scare Canyon – Parcel Number 16-110-0000. Erickson seconded the motion. The vote was unanimous, 7-0.

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

PUBLIC HEARING: May 28, 2019 at 5:50 p.m. – Resolution No. 2019-17-Adopting Modifications to the Distribution Allocations for the Transportation Sales Tax for Cache County, Utah – Director Runhaar explained the changes to the distribution of the sales tax and stated the resolution will become effective July 1, 2019. The distributions have been discussed with the Cache Valley Transit District (CVTD).

Chairman Ward opened the Public Hearing and invited public comment.

Dean Quayle, representing the CVTD, reminded the Council of the value of the CVTD to the county.

Shaun Bushman, CVTD, said the CVTD understands transportation problems in the county and is in full support of the decision to adjust the distribution.

There was no other public comment.

ACTION: Motion by Vice Chair Worthen to close the Public Hearing – Resolution No. 2019-17 – Adopting Modifications to the Distribution Allocations for the Transportation Sales Tax for Cache County. White seconded the motion. The vote was unanimous, 7-0.

PENDING ACTION

- Resolution No. 2019-17 – Adopting Modifications to the Transportation Sales Tax Distribution for Cache County, Utah**

(Attachment 3)

ACTION: Motion by Council member White to approve Resolution No. 2019-17 – Adopting Modifications to the Transportation Sales Tax Distribution for Cache County, Utah. White seconded the motion. Zilles seconded the motion. The vote was unanimous, 7-0.

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

PUBLIC HEARING SET: June 11, 2019 at 5:30 p.m. – Community Impact Funding Board (CIB) Grant Application for General Plan Funding – Discuss the submission of an application to obtain financial assistance through a loan/grant from the Community Impact Board (CIB). The requested funding will be used to update the Cache County General Plan. The General Plan will provide long-term direction and collaboration between rural Cache County and the Communities located in the county.

ACTION: Motion by Council member Erickson to set a Public Hearing – June 11, 2019 at 5:30 p.m.-Community Impact Funding Board (CIB) Grant Application for General Plan Funding. Tidwell seconded the motion. The vote was unanimous, 7-0.

PUBLIC HEARING SET: June 11, 2019 at 5:40 p.m. – Community Impact Funding Board (CIB) Grant Application for Road and Weed Department Facilities – Discuss the submission of an application to obtain financial assistance through a loan/grant from the Community Impact Board (CIB). The requested funding will be used to relocate the Road and Weed Department facilities to a new site to improve service to the public and replace deteriorating facilities for safety and to create efficient working conditions.

ACTION: Motion by Council member Zilles to set a Public Hearing – June 11, 2019 at 5:40 p.m.-Community Impact Funding Board (CIB) Grant Application for Road and Weed Department Facilities. Erickson seconded the motion. The vote was unanimous, 7-0.

PUBLIC HEARING SET: June 11, 2019 at 6:00 p.m. – Resolution No. 2019-20-Amending the 2019 Budget.

ACTION: Motion by Council member Borup to set a Public Hearing – June 11, 2019 at 6:00 p.m.-Resolution No. 2019-20-Amending the 2019 Budget. Tidwell seconded the motion. The vote was unanimous, 7-0.

INITIAL PROPOSAL FOR CONSIDERATION OF ACTION

- **Resolution No. 2019-18 – Implementing the 2019 Noxious Weed Control Policy for Cache County** – The plan was discussed in detail at the May 14, 2019 Council meeting.

(Attachment 4)

ACTION: Motion by Council member Zilles to waive the rules and approve Resolution No. 2019-18 - Implementing the 2019 Noxious Weed Control Policy for Cache County. Worthen seconded the motion. The vote was unanimous, 7-0.

- **Resolution No. 2019-19 – Amendments to the Cache County Development Services Fee Schedule** – Chris Harrild explained several fees are the same; this breaks down the fees into more detail. Council members had questions about permit fees for HVAC/electrical and asked to review the fee schedule in-depth before acting on it; however, after some discussion, these concerns were addressed.

(Attachment 5)

ACTION: Motion by Council member White to waive the rules and approve Resolution No. 2019-19 – Amendments to the Cache County Development Services Fee Schedule. Zilles seconded the motion. The motion passed, 6 aye – Erickson, Tidwell, Ward, White, Worthen & Zilles and 1 nay – Borup.

- **Approval of Tax Sale** – Clerk/Auditor Zollinger reported one property was for sale and purchased by an adjoining property owner.

(Attachment 6)

ACTION: Motion by Council member Erickson to Approve the Tax Sale. Worthen seconded the motion. The vote was unanimous, 7-0.

- **Approval of Restaurant/RAPZ Tax Committee Recommendations** – Chairman Ward asked to increase the American West Heritage Center's allocation by \$5,000.00 because of the many visitors from outside Cache Valley. Ward also asked that Zootah at Willow Park receive an additional \$5,000.00. Vice Chair Worthen pointed out that when Logan was hosting a stage of the Tour of Utah, \$10,000.00 in TRT funds were awarded in addition to the RAPZ/Restaurant Tax funding. Worthen asked that North Logan also receive TRT funds. Visitor Center Director Hollist-Terrill acquiesced to the request and will provide \$5,000.00 TRT funding to North Logan. Trace Skeen, was told the Little Bear Kayak Trail & Multi-Generation Wildlife Art Gallery project is not eligible under state code because it is for capital improvements.

(Attachment 7)

ACTION: Motion by Council member Zilles to approve the RAPZ/Restaurant Tax allocations with the following changes: An additional \$5,000.00 each to the American West Heritage Center and Zootah at Willow Park and an additional \$5,000.00 in RAPZ/Restaurant Tax funding as well as \$5,000.00 in TRT funds to North Logan for Tour of Utah. Erickson seconded the motion. The vote was unanimous, 7-0.

- **Approval of Updated Interlocal Agreement between Logan City and Cache County to jointly own, manage and operate Cache County Emergency Medical Services (CEMS)** – Jay Downs told the Council that Logan City felt the county's revenue was not proportional to what work it was doing. Downs said the problem occurred because of transfers and the fact that Cache County does not have paramedics. The county will soon have paramedics and the agreement will be reviewed in three years for a new assessment of workloads and revenues.

The Council will take the information under advisement and render a decision after a thorough review of the agreement.

OTHER BUSINESS

- ✓ **Nibley Heritage Days Parade – Saturday, June 22, 2019 at 10:00 a.m.** – Ward, Worthen and Zilles will attend.

COUNCIL MEMBER REPORTS

Barbara Tidwell – Over the holiday weekend Tidwell received three or four requests for another dump station. Executive Buttars said LW's is still considering installing one. He will follow up with them.

Karl Ward said that after the Richmond parade, he had three people tell him it was fun to see the Council out at the parade

Gordon Zilles expressed appreciation for those caring for the cemeteries for the work they do.

ADJOURNMENT

The Council meeting adjourned at 7:22 p.m.

ATTEST: Jill N. Zollinger
County Clerk

APPROVAL: Karl B. Ward
Chairman

**CACHE COUNTY
RESOLUTION 2019 - 15**

**RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY
CHAMBER OF COMMERCE BUILDING - PARCEL NUMBER 06-018-0038**

WHEREAS, the Cache County owns an interest in real property identified by tax ID number 06-018-0038 known as the Chamber of Commerce building and Cache County does not have a future interest in this real property; and

WHEREAS, the County Executive intends to execute a deed conveyancing all right, title and interest in the real property described in this resolution and attached as Exhibit A; and

WHEREAS, Utah Code Ann. Section 17-50-312 provides that the county legislative body shall provide by ordinance, resolution, rule or regulation for the manner in which property shall be acquired, managed, and disposed of and requires the County to provide reasonable notice of the proposed disposition at least 14 days before the opportunity for public comment and allow an opportunity for public comment on the proposed disposition; and

WHEREAS, prior to the disposition said Property, Cache County Ordinance 3.40.010 requires the Cache County Council to declare said property as "Surplus Property"; and

WHEREAS Cache County Ordinances 3.40.020 and 3.40.040 establish the procedures and protocols that must be followed prior to declaring the property as "Surplus Property" before it can be conveyed; and

WHEREAS the Cache County Council must hold a public hearing before it can be disposed of by conveyance to the purchaser, Broadavis LLC; now

THEREFORE, the Cache County Council finds as follows:

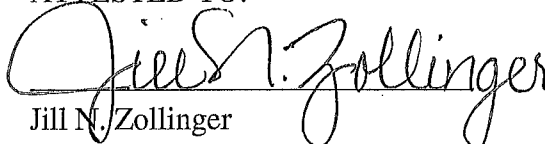
1. That it is in the public interest that the subject real property be disposed of as surplus property. In determining whether the property shall be declared surplus, the County Council has taken into consideration:
 - a. Whether the county has, or anticipates that it will have, no practical, economical, efficient or appropriate use for the property currently or in the reasonably foreseeable future.
 - b. Whether the purpose served by the property can be better accomplished by other alternatives or property.
 - c. Whether the purpose served by the property or its use either no longer exists or has significantly changed because of the needs and demands of the county or as may be determined by a change of policy evidenced by an ordinance or resolution of the county council.

- d. Whether the property is so damaged, depreciated or worn that it is inoperable or limited in operation without repairs and the cost of such repairs is unreasonable, excessive or impractical.
 - e. Whether the purposes and interests of the county would be better served by the declaration of the property as surplus and the disposition of that property, and
2. That the parcel identified by tax ID number 06-018-0038 was declared "Surplus Property" by the Cache County Council on November 13, 2018 at a public hearing by Resolution 2018-25.

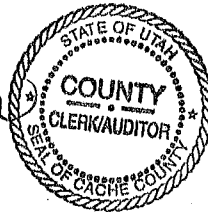
THEREFORE, the Cache County Council, after holding a public hearing resolves that the property, better described in "Exhibit A" has been declared surplus, and that such surplus property may be disposed of by the County Executive as long as unpaid taxes, administrative costs and fees are recovered by executing an appropriate deed to Broadavis LLC. This resolution takes effect immediately upon adoption.

Dated this 28th day of May 2019.

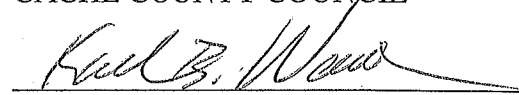
ATTESTED TO:



Jill N. Zollinger
Cache County Clerk/Auditor



CACHE COUNTY COUNCIL



Karl B. Ward
Council Chair

EXHIBIT A

CACHE COUNTY
RESOLUTION 2018 - 25

RESOLUTION DECLARING COUNTY INTEREST IN REAL PROPERTY INCLUDING
PARCEL NUMBER 06-018-0038 AS SURPLUS PROPERTY

WHEREAS, Cache County intends to sell the County interest in real property described in Exhibit "A"; and

WHEREAS, Utah Code Ann. Section 17-50-312 provides that the county legislative body shall provide by ordinance, resolution, rule or regulation for the manner in which property shall be acquired, managed, and disposed of; and

WHEREAS, prior to the sale of said Property, Cache County Ordinance Section 3.40.010 requires the Cache County Council to declare said property as "Surplus Property"; and

WHEREAS Cache County Ordinances Sections 3.40.020 and 3.40.040 establish the procedures and protocols that must be followed prior to declaring the property as "Surplus Property" before it can be conveyed to a purchaser; and

WHEREAS the Cache County Council must hold a public hearing pursuant to Cache County Ordinance Section 3.40.040(B) before, by motion and vote, the Cache County Council can declare the Property as "Surplus Property" so that it can be conveyed to a purchaser; now

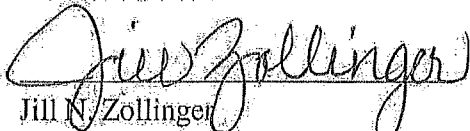
THEREFORE, the Cache County Council finds as follows:

1. That it is in the public interest that the subject real property be disposed of as surplus property. In determining whether the property shall be declared surplus, the County Council has taken into consideration:
 - a. Whether the county has, or anticipates that it will have, no practical, economical, efficient or appropriate use for the property currently or in the reasonably foreseeable future.
 - b. Whether the purpose served by the property can be better accomplished by other alternatives or property.
 - c. Whether the purpose served by the property or its use either no longer exists or has significantly changed because of the needs and demands of the county or as may be determined by a change of policy evidenced by an ordinance or resolution of the county council.
 - d. Whether the property is so damaged, depreciated or worn that it is inoperable or limited in operation without repairs and the cost of such repairs is unreasonable, excessive or impractical.
 - e. Whether the purposes and interests of the county would be better served by the declaration of the property as surplus and the disposition of that property.

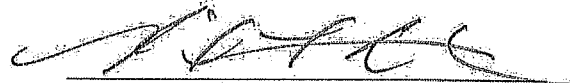
THEREFORE, the Cache County Council, after holding a public hearing, resolves that the Property, better described in "Exhibit A" shall be declared surplus, and that such surplus property may be disposed of by the County Executive subject to the provisions of Cache County Code Chapter 3.40. This resolution takes effect immediately upon adoption.

Dated this 13th day of November 2018.

ATTESTED TO:


Jill N. Zollinger
Cache County Clerk/Auditor

CACHE COUNTY COUNCIL


David L. Erickson
Council Chair

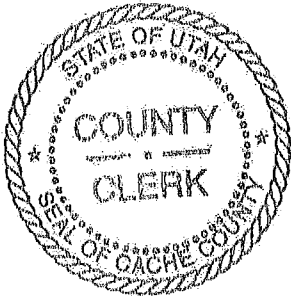


Exhibit A

06-018-0038
BEG 8 FT S OF SW COR LT 4 BLK 18
PLT A LOGAN CITY SVY & TH E 130 FT
TH N 120 FT TH W 130 FT TH S 120 FT
TO BEG 0.36 AC

06-018-0027

06-018-0026

06-018-0028

06-018-0025

06-018-0039

06-018-0038
CACHE CHAMBER
OF COMMERCE INC

06-018-0024

06-018-0022

06-018-0023

FEDERAL AVE

06-018-0015

06-018-0016

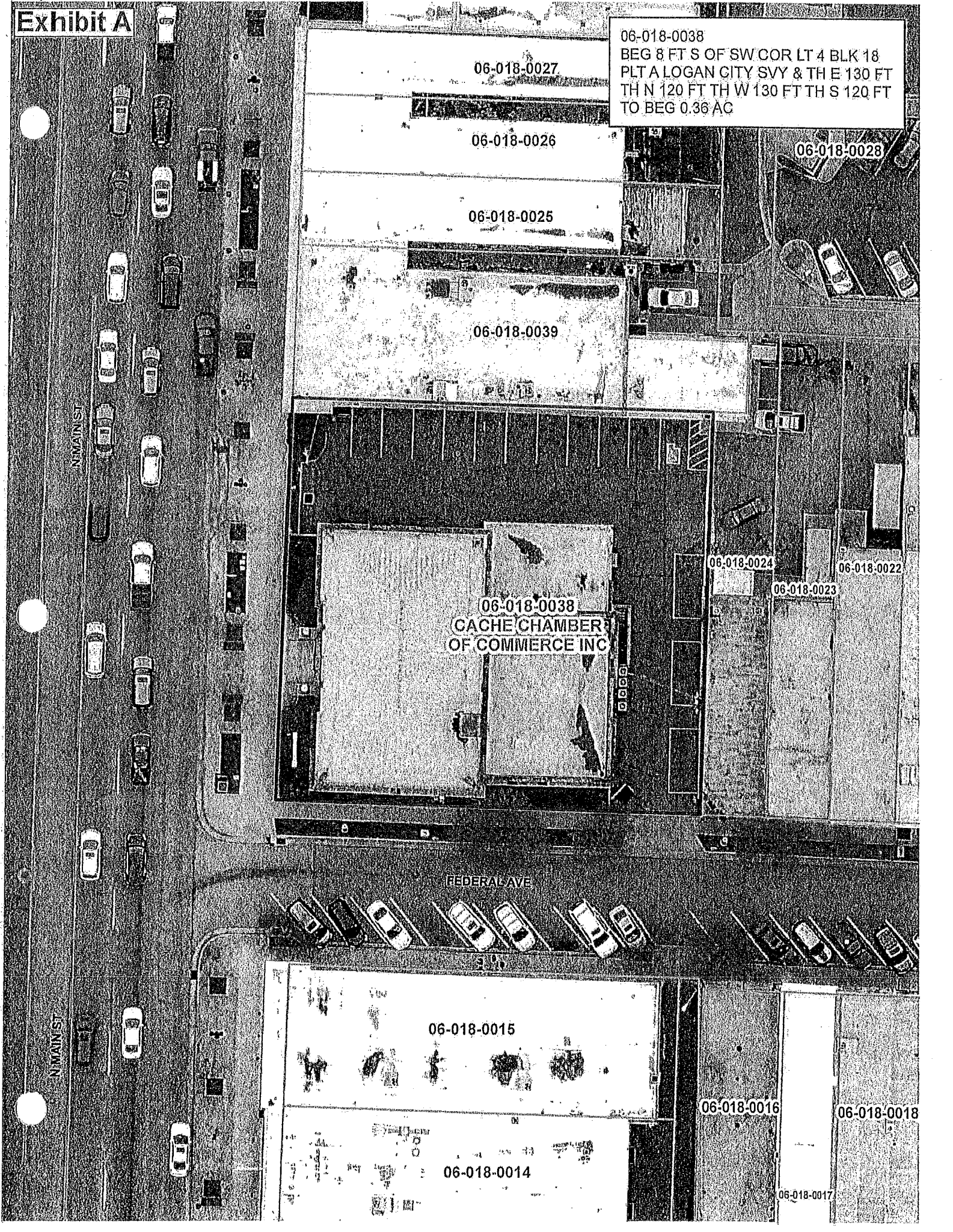
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COMMERCIAL REAL ESTATE PURCHASE CONTRACT



This is a legally binding contract. It has been prepared by the Utah Association of REALTORS® for the use of its members only, in their transactions with clients and customers. Parties to this Commercial Real Estate Contract ("Contract") may agree, in writing, to alter or delete provisions of this Contract. Seek advice from your attorney or tax advisor before entering into a binding contract.

EARNEST MONEY RECEIPT

On this 20th day of February, 2019 ("Offer Reference Date") Davis Brothers, LLC ("Buyer") offers to purchase from Cache Chamber of Commerce and Cache County ("Seller") the Property described below and hereby delivers to the Brokerage or Title/Escrow Company, as Earnest Money, the amount of \$2500.00 in the form of check which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Brokerage or Title/Escrow Company Parker Real Estate Services P.C. Address 45 East 200 North Suite #200

Received by: [Signature] on [Date] (Signature above acknowledges receipt of Earnest Money) (Date)

OFFER TO PURCHASE

1. PROPERTY (General Description): Commercial Office Building

Address 160 N Main City Logan

County Cache State of Utah, ZIP 84321

County Tax I.D. # 06-018-0038 (the "Property")

For a legal description (Check Applicable Box): [] SEE ADDENDUM # [] [X] COMMITMENT FOR TITLE INSURANCE as provided in Section 7(b).

1.1 INCLUDED ITEMS: Unless excluded herein, this sale includes all fixtures presently attached to the Property. The following personal property shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: as listed, MLS# 1573605

1.2 Excluded Items. These items are excluded from this sale:

2. PURCHASE PRICE The Purchase Price for the Property is \$675,000.00

The Purchase Price will be paid as follows:

- \$2500.00 (a) Earnest Money Deposit.
(b) New Loan. Buyer will apply for one or more of the following loans: [] Conventional [] SBA [] Other (specify)
(c) Loan Assumption Addendum (see attached Assumption Addendum if applicable)
(d) Seller Financing (see attached Seller Financing Addendum if applicable)
(e) Other (specify)
(f) Balance of Purchase Price in Cash at Settlement

\$675,000.00 PURCHASE PRICE. Total of lines (a) through (f)

3. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each

pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year; rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. For purposes of this Contract, "Closing" means that: (i) Settlement has been completed; (ii) the proceeds of any new loan have been delivered by Lender to Seller or to the escrow/closing office; and (iii) the applicable Closing documents have been recorded in the office of the county recorder.

4. **POSSESSION.** Seller shall deliver physical possession to Buyer within: _____ HOURS AFTER CLOSING; _____ DAYS AFTER CLOSING; OTHER (SPECIFY) upon recording of sales contract _____
Any rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement.

5. **CONFIRMATION OF BROKERAGE FEES & AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior receipt of written agency disclosure provided by their respective Buyer's Agent or Seller's Agent that has disclosed the agency relationships that are confirmed below. Buyer and Seller further acknowledge that Brokerage Fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. At the signing of this Contract:

Seller's Agent, Blake H. Parker represents Seller Buyer both Buyer and Seller
as a Limited Agent;
Seller's Brokerage, Parker Real Estate Services P.C. represents Seller Buyer both Buyer and Seller
as a Limited Agent;
Buyer's Agent, Blake H. Parker represents Seller Buyer both Buyer and Seller
as a Limited Agent;
Buyer's Brokerage, Parker Real Estate Services P.C. represents Seller Buyer both Buyer and Seller
as a Limited Agent;

6. **TITLE TO PROPERTY & TITLE INSURANCE.**

- (a) Seller represents that Seller has fee simple title to the Property and will convey good and marketable title to Buyer at Closing by: GENERAL WARRANTY DEED SPECIAL WARRANTY DEED, free of financial encumbrances except as provided under Section 10.1.
- (b) At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. The title policy shall conform with Seller's obligations under Section 10.1 and with the Commitment for Title Insurance as agreed to by Buyer under Section 8.
- (c) BUYER ELECTS TO OBTAIN A FULL-COVERAGE EXTENDED ALTA POLICY OF TITLE INSURANCE. The cost of this coverage (including the ALTA survey), above that of the standard-coverage Owner's policy, shall be paid for at Settlement by: BUYER SELLER OTHER _____

7. **SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a Commitment for Title Insurance on the Property;
- (c) a copy of all leases and rental agreements now in effect with regard to the Property together with a current rent roll;
- (d) operating statements of the Property for its last 1 full fiscal years of operation plus the current fiscal year through _____ certified by the Seller or by an independent auditor;
- (e) copies in Seller's possession, if any, of any studies and/or reports which have previously been done on the Property, including without limitation, environmental reports, soils studies, site plans and surveys;
- (f) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (g) Other (specify) _____

8. **BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE.** Buyer's obligation to purchase under this Contract (check applicable boxes):

- (a) IS IS NOT conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;
- (b) IS IS NOT conditioned upon Buyer's approval of a physical condition inspection of the Property;
- (c) IS IS NOT conditioned upon Buyer's approval of a survey of the Property by a licensed surveyor ("Survey");
- (d) IS IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the Property; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the Property;

- (e) IS IS NOT conditioned upon the *Property* appraising for not less than the Purchase Price.
 (f) IS IS NOT conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in *Section 2*.

(g) IS IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the *Property*: (specify)
Professional Property Inspection report to be ordered paid + be approved by Buyer (70) JPD

Any of the items 8(a) through 8(g) are checked in the affirmative, then Sections 8.1, 8.2, 8.3 and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as "Buyer's Due Diligence." Unless otherwise provided in this Contract, the Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Buyer shall conduct Buyer's Due Diligence in such manner as not to unreasonably disrupt the activities and business of Seller, and shall indemnify Seller and hold Seller harmless from and against any and all liability, claim, or damages which arise from, is caused by, or is in any manner connected with Buyer's Due Diligence, including without limitation, claims for payment for inspection services, claims for mechanics liens, and physical damage to the *Property*. Seller agrees to cooperate with Buyer's Due Diligence and with a site inspection under *Section 11*.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in *Section 24(b)* Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of the Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in *Section 8.2*; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, the results of the Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in *Sections 8(a) through 8(g)*, including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have 3 CALENDAR DAYS after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in *Section 10*, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than **THREE CALENDAR DAYS** after expiration of the *Response Period*; whereupon the *Earnest Money Deposit* shall be released to Buyer. If this Contract is not canceled by Buyer under this *Section 8.4*, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in *Section 10*.

ADDITIONAL TERMS. There ARE ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. _____
 Seller Financing Addendum Assumption Addendum Lead-Based Paint Disclosure & Acknowledgement
 OTHER (specify) Limited Agency Consent Addendum

10. SELLER'S WARRANTIES & REPRESENTATIONS.

10.1 Condition of Title. Buyer agrees to accept title to the *Property* subject to the contents of the *Commitment for Title Insurance* as agreed to by Buyer under *Section 8*. Buyer also agrees to take the *Property* subject to existing leases affecting the *Property* and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, association fees and dues, utilities, and other services provided to the *Property* after Closing. Except for any loan(s) specifically assumed by Buyer under *Section 2*, Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause all assessments to be paid current by Closing.

10.2 Condition of Property. Seller warrants that **ON THE DATE, SELLER DELIVERS PHYSICAL POSSESSION TO BUYER**, the *Property* and Improvements will be broom-clean and free of debris and personal belongings, and in the same general condition as they were on the date of *Acceptance*.

10.3 Other Seller Warranties. Seller further warrants that, to the best of Seller's knowledge, each of the following statements is true: (a) the consummation of the transactions contemplated by this Contract will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller is a party so as to adversely affect the consummation of such transactions; (b) there is no action, suit, legal proceeding or other proceeding pending or threatened against Seller and/or the *Property* which may adversely affect the transactions contemplated by this Contract, in any court or before any arbitrator or any kind or before or by any governmental body which may adversely affect the transactions contemplated by this Contract; (c) all work which will be performed in, on or about the *Property* or materials furnished thereto which might in any circumstances give rise to a mechanic's or materialman's lien, will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained; (d) Seller has not received any written notice indicating that the *Property* is in violation of any Federal, State or local Environmental Law; (e) there are no Hazardous Substances on, under, or about the *Property*, nor has Seller undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the *Property*, of any Hazardous Substances, or the transportation to or from the *Property*, of any Hazardous Substances. As used herein, "Hazardous Substance" shall mean any substance, material or matter that may give rise to liability under any Federal, State, or local Environmental Laws; and (f) Seller is not a "foreign person" as that term is defined in Section 1445 of the U.S. Internal

Revenue Code of 1986, as amended. (In that regard, Seller shall deposit into Escrow, at or prior to Closing, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "foreign person" as so defined).

11. FINAL PRE-CLOSING INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 8.4 and 10.2 and 10.3 ("the Items") are respectively present, repaired/changed as agreed, and in the warranted condition. If the Items are not as represented, Seller will, prior to Settlement, replace, correct or repair the Items or, with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement to provide for the same. The failure to conduct a final pre-closing inspection or to claim that an Item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the Items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, Seller shall not, without the prior written consent of Buyer: (a) make any changes in any existing leases; (b) enter into any new leases; (c) make any substantial alterations or improvements to the Property; or (d) incur any further financial encumbrances against the Property.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller.

14. COMPLETE CONTRACT/ASSIGNMENT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties. This Contract SHALL SHALL NOT be assignable by Buyer. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

15. MEDIATION. Any dispute relating to this Contract that arise prior to or after Closing:
 SHALL

MAY AT THE OPTION OF THE PARTIES be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved **THIRTY (30) CALENDAR DAYS** from the date written notice requesting mediation is sent by one party to the other(s). If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. Except as provided in Section 23, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABOGATION. Except for the provisions of Sections 8.4, 10.1, 10.3, 15 and 17 and any other express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until closing.

Buyer's Initials FO [Signature] Date 2/20/19 Seller's Initials [Signature] Date 2/20/19

21. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). If the performance date falls on a Saturday, Sunday, State or Federal legal holiday, performance shall be required on the next business day. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. **FAX TRANSMISSION AND COUNTERPARTS.** Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. **ACCEPTANCE.** "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. **CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to this Contract:

(a) Seller Disclosure Deadline 02/22/2019 (Date)
 (b) Due Diligence Deadline 03/29/2019 (Date)
 (c) Settlement Deadline 04/26/2019 (Date)

25. **OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [X] AM [X] PM Mountain Time on 02/25/2019 (Date), this offer shall lapse; and the Brokerage or Title/Escrow Company shall return the Earnest Money Deposit to Buyer.

DAVID BROTHERS LLC
Paul R. Davis Paul R. Davis
 (Buyer's Signature) (Title, if any) (Date) (Buyer's Signature) (Title, if any) (Date)

David Brothers LLC 11 West Center Logan 84321 435-757-9870 752-3612
 (Buyers' Names) (PLEASE PRINT) (Address) (Zip Code) (Phone) (Fax)
 (Buyers' Names) (PLEASE PRINT) (Address) (Zip Code) (Phone) (Fax)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 1

Jamie Anderson 2/24/19 2/24/19 Craig Britton 2/24/19
 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Sellers' Names) (PLEASE PRINT) (Address) (Zip Code) (Phone) (Fax)
 (Sellers' Names) (PLEASE PRINT) (Address) (Zip Code) (Phone) (Fax)

REJECTION: Seller Rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (Fill in applicable section below.)

I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

(Buyer's Signature)	(Date)	(Buyer's Signature)	(Date)
(Seller's Signature)	(Date)	(Seller's Signature)	(Date)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be faxed mailed hand delivered on _____, postage prepaid, to the Seller Buyer.
Sent/Delivered by (specify) _____

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UAR FORM 3

Buyer's Initials AKB Date 4/20/19 Seller's Initials AKB Date 4/20/19

LIMITED AGENCY CONSENT AGREEMENT



THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING

Name of Buyer(s):
Davis Brothers, LLC

Name of Seller(s):
Cache Chamber of Commerce and Cache County.

Agent Representing Buyer:
Blake H Parker

Agent Representing Seller: Blake H Parker

Name of Brokerage: Parker Real Estate Services, PC (the "Company").

The Buyer and the Seller are both presently using the services of the Company in a possible real estate transaction involving real property located at: 160 N Main Logan UT 84321 (referred to below as the "Property").

AS THE BUYER AND THE SELLER PROCEED WITH THIS TRANSACTION IT IS IMPORTANT THAT THEY EACH UNDERSTAND THEIR PROFESSIONAL RELATIONSHIP WITH THE REAL ESTATE AGENT(S) AND WITH THE COMPANY. WHAT FOLLOWS IS A BRIEF BUT VERY IMPORTANT EXPLANATION OF THE NATURE OF AGENCY RELATIONSHIPS BETWEEN THE BUYER, THE SELLER, THE COMPANY, AND THE REAL ESTATE AGENTS WORKING IN THIS TRANSACTION.

1. **Principal or Branch Broker.** Every real estate agent must affiliate with a real estate broker. The broker is referred to as a Principal Broker or a Branch Broker (if the brokerage has a branch office). The broker is responsible for operation of the brokerage and for the professional conduct of all agents.

2. **Right of Agents to Represent Seller and/or Buyer.** An agent may represent, through the brokerage, a seller who wants to sell property or a buyer who wants to buy property. On occasion, an agent will represent both seller and buyer in the same transaction. When an agent represents a seller, the agent is a "Seller's Agent"; when representing a buyer, the agent is a "Buyer's Agent"; and when representing both seller and buyer, the agent is a "Limited Agent".

3. **Seller's Agent.** A Seller's Agent works to assist the seller in locating a buyer and in negotiating a transaction suitable to seller's specific needs. A Seller's Agent has fiduciary duties to the seller which include loyalty, full disclosure, confidentiality, diligence, obedience, reasonable care, and holding safe monies entrusted to the agent.

4. **Buyer's Agent.** A Buyer's Agent works to assist the buyer in locating and negotiating the acquisition of a property suitable to that buyer's specific needs. A Buyer's Agent has the same fiduciary duties to the buyer that the Seller's Agent has to the Seller.

5. **Limited Agent.** A Limited Agent represents both seller and buyer in the same transaction and works to assist in negotiating a mutually acceptable transaction. A Limited Agent has fiduciary duties to both seller and buyer. However, those duties are "limited" because the agent cannot provide to both parties undivided loyalty, full confidentiality and full disclosure of all information known to the agent. For this reason, a Limited Agent must remain neutral in the representation of a seller and buyer, and may not disclose to either party information likely to weaken the bargaining position of the other; such as, the highest price the buyer will pay or the lowest price the seller will accept. A Limited Agent must, however, disclose to both parties material information known to the Limited Agent regarding a defect in the Property and/or the ability of each party to fulfill agreed upon obligations, and must disclose information given to the Limited Agent in confidence, by either party, if the failure to disclose would be a material misrepresentation regarding the Property.

6. **In-House Sale.** If the buyer and the seller are both represented by one or more agents in the same brokerage, that transaction is commonly referred to as an "In-House Sale". Consequently, most In-House Sales involve limited agency because seller and buyer are represented by the same brokerage.

7. **Conflicts with the In-House Sale.** There are conflicts associated with an In-House Sale; for example, agents affiliated with the same brokerage discuss with each other the needs of their respective buyers or sellers. Such discussions could inadvertently compromise the confidentiality of information provided to those agents. For that reason, the Company has policies designed to protect the confidentiality of discussions between agents and access to confidential client and transaction files.

8. **Earnest Money Deposit.** Buyer and Seller agree that although the Company is authorized to act as a Limited Agent, Buyer and Seller authorize and direct the Principal Broker for the Company to hold and release the Earnest Money Deposit in accordance with the terms and conditions of the real estate purchase contract, or other written agreement entered into between the Buyer and the Seller.

9. Authorization for Limited Agency. The Seller and Buyer are advised that they are not required to accept a limited agency situation in the Company and that Buyer and Seller are each entitled to be represented by their own agent. However, it is the business practice of the Company to participate in In-House Sales. By signing this agreement, Buyer and Seller consent to a limited agency within the Company as provided below: (Check Applicable Box);

- A. One Agent. The Buyer and the Seller consent to: Blake H Parker (name of Agent); and the Principal/Branch Broker representing both the Buyer and the Seller as a Limited Agent as described above.
- B. Two Agents. The Buyer and the Seller consent to: _____ (Seller's Agent) continuing to represent the Seller; and: _____ (Buyer's Agent); continuing to represent the Buyer; and the Principal/Branch Broker acting as a Limited Agent as described above.

Davis Brothers LLC

(Buyer) (Date) (Seller) (Date)

(Buyer) (Date) (Seller) (Date)

ACCEPTED by the Company:
by: _____ (Signature of Authorized Agent or Broker) _____ (Date)

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Seller's Initials JCB Buyer's Initials TP/RS



ADDENDUM NO. 1

TO

REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 02/20/2019 including all prior addenda and counteroffers, between Davis Brothers, LLC or Assignee as Buyer, and Cache Chamber of Commerce and Cache County as Seller, regarding the Property located at Commercial Office Building 160 N Main Logan Ut

The following terms are hereby incorporated as part of the REPC:

Sales price to be \$740,000.

Buyer and Seller agree to extend acceptance deadline to on or before Feb. 26, 2019.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: As above.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 5:00 AM PM Mountain Time on February 27, 2019 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[] Buyer [X] Seller Signature (Date) 2/28/19 (Time) 2:45 PM [] Buyer [X] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

Davis Brothers LLC or Assignee
[Signature] (Date) 2/26/19 (Time) 1:20 pm (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



ADDENDUM NO. 2

TO

REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 02/20/2019 including all prior addenda and counteroffers, between Davis Brothers, LLC as Buyer, and Cache Chamber of Commerce and Cache County as Seller, regarding the Property located at 160 N Main Logan UT 84321

The following terms are hereby incorporated as part of the REPC:

Buyer and Seller agree to a sales price of \$675,000 to cover needed repairs.

Settlement date to be May 24, 2019.

Buyers to be Broadavis, LLC DB MD

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: as above

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 5:00 AM PM Mountain Time on 4/1/19 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[Signature] 28 Mar 2019 1:30 PM [Signature] 3/28/19 1:30 PM
 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

[Signature] 28 Mar 2019 1:30 PM [Signature] 3/28/19 1:30 PM
(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



* If Yes, please explain the nature, location, extent, names, dates, etc., as applicable. Please attach additional pages as needed.	YES	NO	N/A
1. INSPECTIONS AND REPORTS			
a. Do you know of any inspections or reports done by independent experts prior to or during your ownership of the Property (such as geotechnical, environmental, survey, roof, mechanical, fire)? Please list and provide dates and subject matter.		X	
2. ROOF			
a. Do you know of any past or present roof leaks? If so, please describe nature and location of such leaks.		X	
b. Other than roof leaks, do you know of any past or present problems or defects with the roof (such as structural damages, etc.)?		X	
c. Do you know the approximate date of any roof inspections? If so, when?		X	
d. Do you know if there is a roof guarantee or warranty presently in place on the roof? If so, please attach hereto copies of any guarantees or warranties in your possession.		X	
3. STRUCTURES & EQUIPMENT			
a. Do you know of any problems with, or damage or defects to the foundation or walls of the Property (such as cracks, settling, sliding, heaving, etc.)?		X	
b. Do you know of any structural or other problems with exterior materials and structures, including but not limited to any parking lot?		X	
c. Do you know of any past or present problems with any of the operating equipment and/or systems (such as fire sprinkling system, heating, air-conditioning, intercom, media system, security system, smoke alarm, water heater, attic vent fans, insulation, or propane tanks)?		X	
d. Do you know of any past or present problems located on the Property (such as grass sprinkler system, rain gutters, driveways or parking areas)?		X	
e. Do you know of any past or present problems with any equipment located on the interior of any building or similar structure located on the Property (such as ceiling fans, elevator, flooring, skylights, or other fixtures)?		X	
f. Do you know of any improvements made on the Property without required government approvals (such as certificates of occupancy, four-way inspections, building permits)?		X	
4. UTILITIES, PLUMBING, & DRAINAGE			
a. Do you know of any past or present problems with utility service to the Property or with any of the utility service systems (such as water, gas, electrical, plumbing, sewer, telephone reception, etc.)?		X	
b. Do you know of drainage problems or standing water at any time of the year on the Property?		X	
c. Do you know if the Property is connected to the public sewer?	X		
5. WATER			
a. Do you know what the source of the primary (and secondary, if not the same) water is to the Property? (Such as well, spring, private, municipal)	X		
b. Do you know if the water quality and/or flow rate been tested? If so, when and what were the results?		X	
c. Do you know of any past or present problems with any water service provided to the Property by the water service provider?		X	
d. Do you know if a well is presently located on the Property? If so, do you know what is the water right number for the well?		X	



	YES*	NO	N/A
* If Yes, please explain the nature, location, extent, names, dates, etc., as applicable. Please attach additional pages as needed.			
6. ENVIRONMENTAL & SOILS			
a. Do you know if this site does now or ever did contain tanks or other hazardous materials buried underground? If so, please detail (such as what it was, when it was tested, when it was removed).		X	
b. Do you know if there have been any hazardous materials released in the soil or groundwater or other contamination on the Property or adjacent properties? If so, please detail.		X	
c. Do you know of any past or current soil problems (such as collapsible or expansive soils, slides or soil instability, etc.) in this Property or neighboring properties?		X	
d. Do you know if the Property is affected by any Air Quality Board Regulations and, if so, how?		X	
e. Do you know if there is now, or ever has been, any asbestos containing materials on the Property (such as floor tiles, pipe insulation, acoustic ceilings)?	(X)		
f. Do you know of any past or present infestation problems with the Property (such as termites, dry rot, mold, rodents, or pests on or affecting the Property)?		X	
g. Do you know if there are any wetlands located on the Property?		X	
h. Do you know if there have been remediation efforts undertaken with respect to any of the above-mentioned environmental, soil, or other conditions listed herein? If so, please detail.		X	
i. Do you know if the Property has a monitoring well? If so, who is responsible for paying for monitoring well testing? When was the monitoring well last tested, and by whom was it tested?		X	
7. CURRENT ISSUES AFFECTING PROPERTY			
a. Do you know of any pending governmental actions having an impact on the Property? If so, please detail.		X	
b. Do you know if the Property is located in any special service or improvement districts, or assessment areas?		X	
c. Do you know of any existing or threatened proceedings, (such as condemnation proceedings, proceedings relating to parking, access or adjacent roads, etc.) that might affect the Property?		✓	
d. Do you know if there is any existing or threatened litigation affecting the Property? Are there any past or present violations of law or regulation, or of restrictive covenants relating to the Property?		✓	
e. Do you know if the current use of the Property is in compliance with zoning requirements or permit conditions?		X	
f. Do you know if the Property is in conflict with current ADA or other similar handicap code requirements?		(X)	
8. BOUNDARIES & COVENANTS			
a. Do you know if there are any improvements on the Property which encroach onto any adjoining properties, or any improvements on adjoining properties which encroaches onto the Property?		X	
b. Do you know if there are any unrecorded easements affecting the Property?		X	
c. Do you know if there are any disputes relating to such encroachments or easements?		X	
d. Do you know if the Property is subject to any restrictions (such as Declarants, restrictive covenants or CC&Rs)?		X	



	YES*	NO	N/A
*If Yes, please explain the nature, location, extent, names, dates; etc., as applicable. Please attach additional pages as needed.			
e. Do you know if there are any assessment levied against the Property (such as HOA or agricultural assessments, Special Improvement Districts, etc.)?		X	
f. Do you know if any such assessments are past due? If so, please detail.		X	
9. LEASES & PROPERTY MANAGEMENT			
a. Do you know if there are lease agreements currently affecting the Property?	X		
b. Do you know if there are property management agreements currently affecting the Property?		X	

The information contained herein is provided by the undersigned for distribution to prospective buyers. Seller(s) understand that real estate agents and their buyers will rely upon the accuracy of this information. Based on Seller's actual knowledge this information is correct and complete. Broker is authorized to deliver copies of this form to prospective buyers and their agents.

Jamie Andrews
Seller

12/20/18
Date

Craig Butters
Seller

12/20/18
Date

Buyer(s) acknowledge that they have read and received a copy of the foregoing statement. Buyer(s) further acknowledge that no representations have been made to Buyer(s) by Seller or the real estate agents regarding the condition of the Property except as set forth in this statement and the Purchase Agreement.

Davis Brothers LLC
JG
Buyer

2/20/19
Date

Jesse [Signature]
Buyer

2/20/19
Date



Disclosure
Number

6.e.

I was told that there is asbestos in the basement
currently used by the DUF (Daughters of the Utah
Frontiers) museum.

9.g.

The building is currently used by tenants and
professional offices. All tenant lease agreements
have been reviewed under lease agreement.
DUF museum has a 20yr term lease.

Multiple sets of horizontal lines for additional disclosures.

**CACHE COUNTY
RESOLUTION 2019-16**

**RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY
IN SCARE CANYON - PARCEL NUMBER 16-110-0000**

WHEREAS, Cache County owns a 12.01 acre parcel of real property identified by tax ID number 16-110-0000 and Cache County does not have a future interest in this real property; and

WHEREAS, Cache County has previously declared by Resolution, the property as "Surplus Property" pursuant to Cache County Ordinances 3.40.010, 3.40.020, and 3.40.040, and

WHEREAS, an interested party has submitted an acceptable bid to purchase the property; and

WHEREAS, the County Executive intends to execute a quit claim deed conveying all rights, title, and interest in the real property described in this resolution and attached as Exhibit A to the purchaser; and

WHEREAS, Utah Code Ann. Section 17-50-312 provides that the county legislative body shall provide by ordinance, resolution, rule or regulation for the manner in which property shall be acquired, managed, and disposed of and requires the County to provide reasonable notice of the proposed disposition at least 14 days before the opportunity for public comment and allow an opportunity for public comment on the proposed disposition; and

WHEREAS the Cache County Council must hold a public hearing before the Surplus Property can be disposed of by conveyance to the purchaser, Jeffrey D. Higgs; now

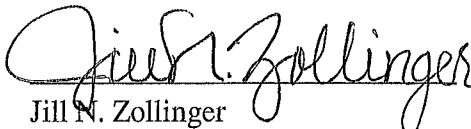
THEREFORE, the Cache County Council finds as follows:

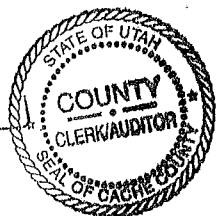
1. That the parcel identified by tax ID number 16-110-0000 was declared "Surplus Property" by the County Council on February 26, 2019 at a public hearing by Resolution 2019-05, and
2. That pursuant to Cache County Ordinance 3.40.020, the property is being sold for not less than fair market value to Jeffrey D. Higgs for \$51,001.00.

THEREFORE, the Cache County Council, after holding a public hearing, resolves that the Property, better described in "Exhibit A" has been declared surplus, and that such surplus property may be disposed of by the County Executive by executing an appropriate deed to Jeffrey D. Higgs. This resolution takes effect immediately upon adoption.

Dated this 28th day of May, 2019.

ATTESTED TO:


Jill N. Zollinger
Cache County Clerk/Auditor



CACHE COUNTY COUNCIL

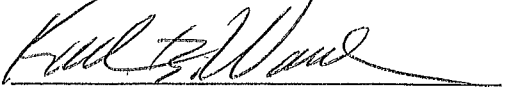

Karl B. Ward
County Council Chair

EXHIBIT A

**CACHE COUNTY
RESOLUTION 2019 - 05**

**RESOLUTION DECLARING COUNTY INTEREST IN REAL PROPERTY LOCATED IN
SCARE CANYON INCLUDING PARCEL NUMBER 16-110-0000 AS SURPLUS PROPERTY**

WHEREAS, Cache County intends to sell the County interest in real property described in Exhibit "A"; and

WHEREAS, Utah Code Ann. Section 17-50-312 provides that the county legislative body shall provide by ordinance, resolution, rule or regulation for the manner in which property shall be acquired, managed, and disposed of; and

WHEREAS, prior to the sale of said Property, Cache County Ordinance Section 3.40.010 requires the Cache County Council to declare said property as "Surplus Property"; and

WHEREAS Cache County Ordinances Sections 3.40.020 and 3.40.040 establish the procedures and protocols that must be followed prior to declaring the property as "Surplus Property" before it can be conveyed to a purchaser; and

WHEREAS the Cache County Council must hold a public hearing pursuant to Cache County Ordinance Section 3.40.040(B) before, by motion and vote, the Cache County Council can declare the Property as "Surplus Property" so that it can be conveyed to a purchaser; now

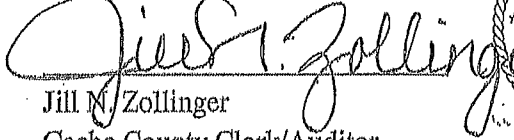
THEREFORE, the Cache County Council finds as follows:

1. That it is in the public interest that the subject real property be disposed of as surplus property. In determining whether the property shall be declared surplus, the County Council has taken into consideration:
 - a. Whether the county has, or anticipates that it will have, no practical, economical, efficient or appropriate use for the property currently or in the reasonably foreseeable future.
 - b. Whether the purpose served by the property can be better accomplished by other alternatives or property.
 - c. Whether the purpose served by the property or its use either no longer exists or has significantly changed because of the needs and demands of the county or as may be determined by a change of policy evidenced by an ordinance or resolution of the county council.
 - d. Whether the property is so damaged, depreciated or worn that it is inoperable or limited in operation without repairs and the cost of such repairs is unreasonable, excessive or impractical.
 - e. Whether the purposes and interests of the county would be better served by the declaration of the property as surplus and the disposition of that property.

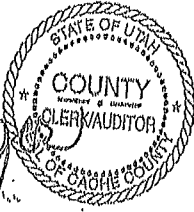
THEREFORE, the Cache County Council, after holding a public hearing, resolves that the Property, better described in "Exhibit A" shall be declared surplus, and that such surplus property may be disposed of by the County Executive subject to the provisions of Cache County Code Chapter 3.40. This resolution takes effect immediately upon adoption.

Dated this 26th day of February 2019.

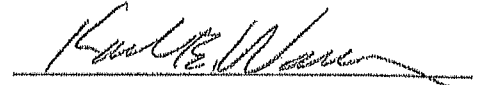
ATTESTED TO:



Jill M. Zollinger
Cache County Clerk/Auditor



CACHE COUNTY COUNCIL



Karl B. Ward
Council Chair

Exhibit A

16-075-0055

16-075-0054

16-088-0005

16-088-0011

16-075-0062

16-075-0059

16-075-0061

16-088-0006

16-075-0092

16-075-0058

16-075-0063

16-088-0009

16-075-0065

16-075-0064

16-088-0010

16-110-0028

16-110-0000
CACHE
COUNTY CORP

SCARE CANYON RD

10-0029

16-093-0005

16-110-0030

16-110-0031

16-110-0032

16-110-0033

16-110-0027

16-110-0034

16-110-0000

PORTION OF OPEN SPACE IN THAT CERTAIN DEDICATION OF THE HIDEOUT AT SCARE CANYON FINAL PLAT DESC AS FOLL:
BEG AT NE COR SEC 13 T 9N R 2E & TH S ALG SEC LN TO N LN OF DIRT ROAD TH W'LY AND N'LY ALG SD ROAD TO N
LN OF SD SEC TH E ALG SEC LN TO BEG CONT 12.01 AC

ALSO: A WALKING TRAIL APPROX 6 FT WIDE WITH 30 FT EASEMENT (SEE ENT 1036339)

PURCHASE AGREEMENT

This agreement is entered into on this 28 day of MAY, 2019, between Cache County, a body corporate and politic and a legal subdivision of the State of Utah, hereinafter referred to as Seller, and **Jeffrey D. Higgs and March E. Johnson**, hereinafter referred to as Purchaser.

WHEREAS, Seller owns certain property located in Scare Canyon, Cache County, Utah with Tax Id # 16-110-0000; also described as:

PT OF OPEN SPACE IN THAT CERTAIN DEDICATION OF THE HIDEOUT AT SCARE CANYON FINAL PLAT DESC AS FOLL: BEG AT NE COR SEC 13 T 9N R 2E & TH S ALG SEC LN TO N LN OF DIRT ROAD TH W'LY AND N'LY ALG SD ROAD TO N LN OF SD SEC TH E ALG SEC LN TO BEG CONT 12.01 AC ALSO: A WALKING TRAIL APPROX 6 FT WIDE WITH 30 FT EASEMENT (SEE ENT 1036339) SEE PAGE 10 FOR THIS PARCEL AND PAGE 16-078

WHEREAS, Purchaser desires to purchase Seller's property; and

WHEREAS, Seller is willing to sell said property under the terms set forth below,

NOW THEREFORE, the parties, in consideration of their mutual promises and covenants, agree as follows:

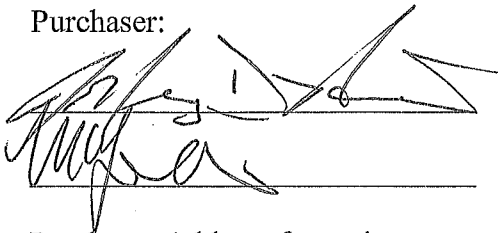
1. Purchaser agrees to purchase at a price of \$51,001.00, on the terms set forth in this agreement, the real estate located in Scare Canyon, Cache County, Utah with Tax Id # 16-110-0000, and more fully described as above.
2. Seller agrees to sell the described real estate property at the price and terms set forth in this agreement, and to convey or cause to be conveyed to purchaser title to the real estate property by a Quit Claim Deed.
3. The date of the closing shall be on or before June 30, 2019, and the closing shall take place at Cache County in Logan, Utah. Physical possession of the subject property shall be delivered to Purchaser within seven days of closing.
4. This contract is subject to the following additional conditions and stipulations:
 - (a) Property and general taxes and other similar items shall be prorated as of the time of the closing. Prorated taxes shall be made payable to Cache County Treasurer.
 - (b) Upon the payment of the purchase price, Seller shall deliver a deed in acceptable form.

- (c) Time is of the essence of this contract.
- (d) Any payments required in this contract to be made at the time of closing shall be by certified check or cashier's check, payable to Cache County.
- (e) It is understood by both parties that risk of loss is borne by the seller prior to closing and transfer of possession.
- (f) Pursuant to Utah Code Section 17-50-312 and Cache County Code 3.40.040 the Cache County Council must approve by resolution the disposition of the property as set forth in this agreement and the sale of the property is contingent upon the County Council's approval by resolution.
- (g) All notices required in this contract shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by certified mail, return receipt requested, shall be sufficient service.

6. This Agreement and the documents referred to herein, constitute the entire agreement and shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns.

In witness whereof, the parties have executed this instrument at the place and on the date first above specified.

Purchaser:



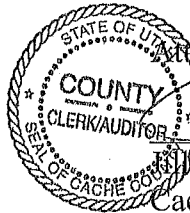
Purchaser Address for notice

Seller:

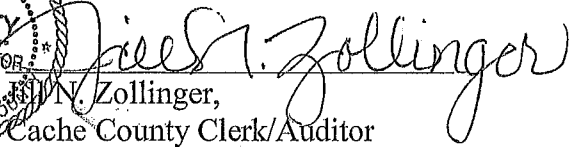
Cache County



Craig W. Buttars
 Cache County Executive
 199 N. Main Street
 Logan, Utah 84321



Attest:



Jill N. Zollinger,
 Cache County Clerk/Auditor

When Recorded Mail To:
Jeffrey D. Higgs and March E. Johnson
2069 N 2875 W
Plain City, UT 84404

Ent 1219523 Bk 2074 Pg 160
Date: 29-May-2019 09:50 AM Fee \$.00
Cache County, UT
Michael Bleed, Rec. - Filed By KW
For JEFFERY HIGGS AND MARCH JOHNSON

QUITCLAIM DEED

CACHE COUNTY, a corporation organized and existing under the laws of the State of Utah, grantor, with its principal office at 179 North Main Street, Logan, UT 84321, of Cache County State of Utah, hereby quitclaims to Jeffrey D. Higgs and March E. Johnson, grantee, for the sum of \$10.00 dollars, the following described tract of land in Cache County, Utah, to wit:

Parcel Number 16-110-0000, also described as

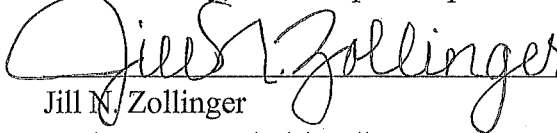
PT OF OPEN SPACE IN THAT CERTAIN DEDICATION OF THE HIDEOUT AT SCARE CANYON FINAL PLAT DESC AS FOLL: BEG AT NE COR SEC 13 T 9N R 2E & TH S ALG SEC LN TO N LN OF DIRT ROAD TH W'LY AND N'LY ALG SD ROAD TO N LN OF SD SEC TH E ALG SEC LN TO BEG CONT 12.01 AC ALSO: A WALKING TRAIL APPROX 6 FT WIDE WITH 30 FT EASEMENT (SEE ENT 1036339) SEE PAGE 10 FOR THIS PARCEL AND PAGE 16-078

Pursuant to Utah Code Ann. §17-20-4(3)

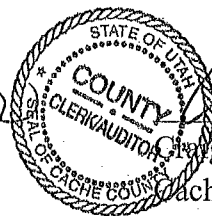
A quitclaim deed when executed as required by law shall have the effect of a conveyance of all rights, title, interest, and estate of the grantor in and to the premises therein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.

In witness whereof, the grantor has caused its corporate name and/or seal to be hereunto affixed by its duly authorized officers this 28 day of May, 2019.

Cache County, a Municipal Corporation


Jill N. Zollinger

Cache County Clerk/Auditor

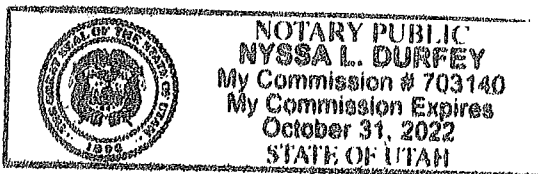


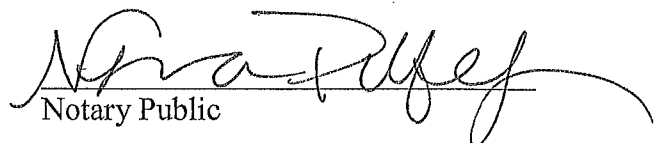

Craig W. Buttars

Cache County Executive

State of UT)
County of Cache) §

On May 28, 2019, personally appeared before me Jill N. Zollinger and Craig W. Buttars who, being duly sworn, did say that he/she is the Cache County Clerk/Auditor and Cache County Executive, respectively, of Cache County, a Municipal Corporation, and that the within foregoing instrument was signed on behalf of said Corporation by authority of a resolution of its Board of Directors or its By-Laws and who duly acknowledged to me that said Corporation executed the same.




Notary Public

RESOLUTION NO. 2019-17

CACHE COUNTY, UTAH

TRANSPORTATION SALES TAX DISTRIBUTION

A RESOLUTION ADOPTING MODIFICATIONS TO THE DISTRIBUTION ALLOCATIONS FOR THE TRANSPORTATION SALES TAX FOR CACHE COUNTY, UTAH

WHEREAS, Cache County adopted Ordinance 2018-06 Optional Sales and Use Tax to Fund Highways and Public Transit as outlined within Utah code section 59-12-2219 on May 8th, 2018, and;

WHEREAS, the Utah code section 59-12-2219 (8)(a)(i)(B) allows Cache County, in consultation with cities and towns, to modify the allocation amount to public transit of the adopted transportation tax, and;

WHEREAS, the County has heard from cities and towns throughout the County that the need for additional funding for road maintenance supersedes the current need for public transit funds, and;

WHEREAS, the County Council set and held a public hearing on May 28th, 2019 at 5:50 p.m., and;

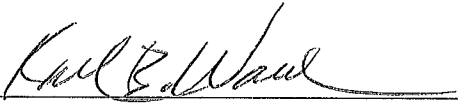
WHEREAS, the Cache County Council has determined that it is both necessary and appropriate for the County to adopt this resolution.

THEREFORE, the Cache County Council, after appropriate notice and public hearing, resolves that the following be adopted:

The base funding allocation for the sales and use tax as allowed in Utah code section 59-12-2219 and as adopted on May 8th, 2019 by the Cache County Council is .10% to Cities, .10% to Public Transit, and .05% to the County. The Cache County Council hereby adopts the alteration of this allocation as allowed within Utah code section 59-12-2219 (8)(a)(i)(B) to reduce the allocation to Public Transit to .025%. The .075% of the funding no longer allocated to Public Transit shall be distributed in accordance with Utah code section 59-12-2219 (8)(d).

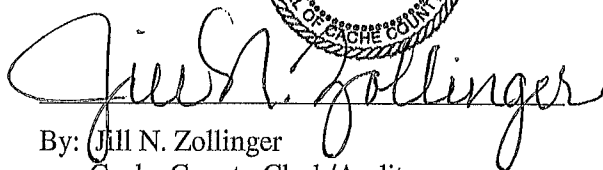
This resolution becomes effective July 1, 2019, immediately after the effective date of Utah code section 59-12-2219 as outlined within Utah State Senate Bill 72 (2019) Section 56 (2).

Cache County Council



Karl B. Ward, Chairman

Attest:



By: Jill N. Zollinger
Cache County Clerk/Auditor

Attachment B

1/4 Cent Sales Tax Distribution Model (Utah Code 59-12-2219: 4th Quarter)

	CVTD Service Area	Existing Distribution	Optional Distribution with Reduced Transit
Cache County		\$1,048,012	\$1,613,974
Amalga		\$5,974	\$5,974
Clarkston		\$5,918	\$5,918
Cornish		\$2,695	\$2,695
Hyde Park	Yes	\$57,286	\$78,768
Hyrum	Yes	\$87,189	\$119,884
Lewiston	Yes	\$18,739	\$25,766
Logan	Yes	\$847,949	\$1,165,930
Mendon		\$12,393	\$12,393
Millville	Yes	\$17,534	\$24,109
Newton		\$6,933	\$6,933
Nibley	Yes	\$60,408	\$83,060
North Logan	Yes	\$175,607	\$241,460
Paradise		\$8,282	\$8,282
Providence	Yes	\$79,535	\$109,361
Richmond	Yes	\$27,900	\$38,363
River Heights	Yes	\$19,365	\$26,627
Smithfield	Yes	\$117,721	\$161,866
Trenton		\$4,334	\$4,334
Wellsville		\$34,760	\$34,760
CVTD Funding		\$1,509,233	\$377,308

1) This model assumes that sales tax distribution model (50% point of sale 50% population) distributes funding to County & Cities in a similar pattern as the existing formulas.

2) This model is based on 2018 sales tax revenue assumptions.

3) This model is a best guess analysis of the state code allocations, tax rate distributions, and past performance of taxes. Actual figures may vary based on the Utah State Tax Commission formulas and distribution methodologies, sales tax collection rates, etc.

RESOLUTION NO. 2019-18

CACHE COUNTY, UTAH

2019 ANNUAL NOXIOUS WEED CONTROL POLICY

**A RESOLUTION IMPLEMENTING THE 2019 NOXIOUS WEED CONTROL POLICY FOR
CACHE COUNTY.**

WHEREAS, the State of Utah Noxious Weed Act, requires that counties establish methods to control noxious weeds, and;

WHEREAS, County Code 8.28 establishes a Weed Control Ordinance for Cache County, and;

WHEREAS, the County Code 8.28 requires that a policy be established annually to determine the noxious weeds targeted for control, and;

WHEREAS, the Cache County Council has determined that it is both necessary and appropriate for the County to adopt a Noxious Weed Control Policy.

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

The 2019 Cache County Noxious Weed Control Policy, attached as Exhibit A, is hereby approved, superseding all prior Noxious Weed Control Policies.

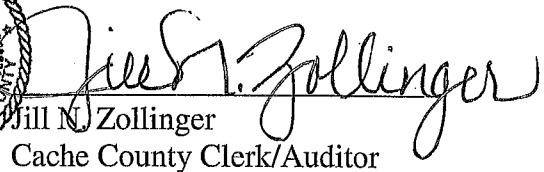
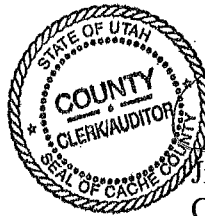
APPROVED AND ADOPTED this 28th day of May, 2019.

CACHE COUNTY COUNCIL

ATTEST:



Karl B. Ward, Chair
Cache County Council



Jill N. Zollinger
Cache County Clerk/Auditor

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

2019 CACHE COUNTY WEED CONTROL POLICY

A. STATEMENT OF INTENT

The Cache County weed control program will function and enforce in accordance with the Noxious Weed Act and Cache County code section 8:28 to organize, supervise, and coordinate a noxious weed control plan for Cache County including chemical and biological control practices.

B. ANNUAL COORDINATION MEETINGS

The County Weed Board shall hold an annual coordination meeting each year prior to the start of the weed season. All organizations concerned with weed control will be invited to have a representative in attendance including the following agencies: Utah Department of Transportation, U.S. Forest Service, Utah Division of Wildlife Resources, State Trust Lands, Utah Department of Agriculture and Food, Cache County Extension, Union Pacific Railroad, PacifiCorp, Dominion Energy, irrigation companies and municipalities. Cache County personnel including Weed Department staff, the Road Superintendent, and the Director of Development Services should be in attendance. Notice of the meeting shall be posted in compliance with County code and State Law.

The purpose of this meeting will be to inventory and record current problem areas, discuss and record any new infestations, discuss effective weed control efforts, discuss and coordinate county priorities with the Cooperative Weed Management Area (CWMA) priorities, and plan and organize the year's weed control program.

In addition to the annual coordination meeting, midyear meetings may be held to discuss pressing weed control issues such as new weed discoveries, weed law violations, and enforcement. A final meeting shall be held in the fall to inform the Weed Board of the activities of the Weed Department for the past weed season and to discuss possible county priorities for the CWMA the following year. The *Annual Weed Progress Report* with a summary of the results of the summer's activities shall be provided to the Weed Board.

C. WEED CONTROL SERVICE AREA

Any individual, corporation, municipality, governmental agency, or organization owning, leasing, or controlling property within Cache County may request the services of the County Weed Department in accordance with weed control priorities established and approved by the Weed Board and the Cache County Council. All requests for agricultural crop spraying and residential yard and/or garden spraying will be referred to commercial applicators.

Property owners are encouraged to participate in weed control activities by locating, identifying, and controlling specific infestations on their individual properties. The County Weed Division shall conduct weed control activities where required throughout the County. In the case of weed control adjacent to organic farms, the County shall actively spray up to the property boundaries including all County road rights-of-way and easements. The responsibility to provide a "no-spray" buffer remains on the property owner. If noxious weeds are present on organic farms, the property owner can opt to control said weeds in compliance with this policy, County code, and State law with non-chemical applications if the

control is effective. However, if the property owners are unable to control weeds in an appropriate manner, the property may be declared a public nuisance in compliance with County code and the weeds controlled accordingly.

D. WEED CONTROL PRIORITIES

1. Control of noxious weeds or any plant deemed a nuisance or hazard on property within the county.
2. Control of noxious weeds on steams, drainage, and irrigation systems. Also, control of non-noxious plants which impede the water flow in irrigation systems when that control can be accomplished as part of the noxious weed application.
3. Control of noxious weeds on non-crop land areas such as rangeland, wet pastures, fence lines, vacant land, right-of-ways, easements, county road sides, etc.

E. CATEGORIES OF WEEDS

The State of Utah has an adopted noxious weed list with prioritization within Utah Administration Code R68-9. As Cache County has unique climate, geography, and weed populations compared to the rest of the state, a Cache County specific Prioritized Noxious Weed List will be adopted annually. The County's Prioritized Noxious Weed List is based on: existing acres of infestation, potential for weed population reduction and long term eradication, and specific targeted locations to reduce the spread of weeds to other areas (along riparian corridors, near USFS boundaries, etc.). This list will be updated yearly, and used as a reference to determine which projects should be targeted with grant funds. See Appendix A for the 2019 Cache County Prioritized Noxious Weed List.

Cache County may also declare other weeds not on the State list as "County Noxious Weeds" in compliance with Utah State code 4-17-107(3a). As declared, such Noxious Weeds are placed onto the County's prioritized list for monitoring and/or treatment. County Noxious Weeds are:

- 1) Russian Salt Tree
- 2) Crack Willow

F. NOXIOUS WEED SEED RESTRICTIONS

It shall be unlawful for any individual or company to sell, offer, or expose for sale or distribute in the State of Utah any agricultural, vegetable, flower, tree and shrub seeds, or seeds for sprouting for seeding purposes which contain, either in part or in whole, any prohibited noxious weed seeds. "Prohibited" noxious weed seeds are the seeds of any plant determined by Utah Commissioner of Agriculture and food to be injurious to public health, crops, livestock, land, or other property. (Utah Seed Law, R68-8)

G. WEED CONTROL FEE SCHEDULE

The following charges* will be effective for the 2018 spraying season.

- 1) **Early Detection Rapid Response (EDRR) Grant Projects** – Projects where the Weed Department treats a State/County declared noxious weed and has received specific grant funding for the treatment of such. Cost of \$50.00 per Acre with a \$50.00 minimum charge.

- 2) **Goatsrue Grant Projects** – Treatment of any areas infested with Goatsrue while grant funding is available. Cost of \$50.00 per acre with a \$50.00 minimum charge.
- 3) **Non-Grant Qualifying or Enforcement Work** - Labor and Equipment at fully loaded and audited rates and Herbicide at full purchase price with a \$75.00 minimum charge.
- 4) **Vacant Lot Projects**- Treatment of Noxious Weed Infested Vacant lots within Municipality boundaries. They will be sprayed and mowed. Cost of \$160.00 per acre with a \$160.00 minimum.

*Requests for services or contracts with Cache County Weed Division which; due to distance, terrain, special equipment/control requirements, or particular personnel needs; create expenses not anticipated in the above guidelines may be negotiated on an individual basis with the County.

2019 Cache County Prioritized Noxious Weed List

Appendix A

Class	Weed Name	County Status
1A	African Rue	Watch
1A	Common Cupress	Watch
1A	Malta Starthistle	Watch
1A	Mediterranean Sage	Watch
1A	Plumless Thistle	Watch
1A	Small Bugloss	Watch
1A	Spring Milletgrass	Watch
1A	Syria Peanacaper	Watch
1A	Camelthorn	Watch
1A	Sahara Mustard	Watch
1A	Garlic Mustard	Watch
1A	Purple Starthistle	Watch
1A	Perennial Sorghum	Watch
1AE	Vipers Bugloss	Eradicated
1AE	Squarrose Knapweed	Eradicated
1AE	Yellow Toadflax	Eradicated
1B	Dalmation Toadflax	EDRR
1B	Common St. Johnswort	EDRR
1B	Rush Skeletonweed	EDRR
1B	Elongated Mustard	EDRR
1B	Diffuse Knapweed	EDRR
1B	Giant Reed	EDRR
1B	Japanese Knotweed	EDRR
1B	Oxeye Daisy	EDRR
1B	Yellow Starthistle	EDRR
1B	Spotted Knapweed	EDRR
2A	Black Henbane	Control
2A	Ventenata	Control
2A	Cutleaf Viper's Grass	Control

Class	Weed Name	County Status
2A	Purple Loosestrife	Control
2A	Musk Thistle	Control
2A	Russian Knapweed	Control
2A	Perennial Pepperweed	Control
2B	Leafy Spurge	Control
2B	Goatsrue	Control
2B	Puncturevine	Control
2B	Phragmites	Control
2B	Hoary Cress	Control
3A	Poison Hemlock	Containment
3A	Salt Cedar	Containment
3A	Medusahead Rye	Containment
3A	Scotch Thistle	Containment
3A	Dyers Wood	Containment
3B	Bermudagrass	Containment
3B	Houndstongue	Containment
3B	Canada Thistle	Containment
3B	Jointed Goatgrass	Containment
3B	Field Bindweed	Containment
3B	Quack Grass	Containment
4	Myrtle Spurge	Prohibited
4	Congongrass	Prohibited
4	Damesrocket	Prohibited
4	Russian Olive	Prohibited
4	Scotch Broom	Prohibited

Additional County Declared Noxious Weeds

1B	Russian Salt Tree	EDRR
4	Crack Willow	Prohibited

Class 1A- WATCH Have not been identified in Cache County

Class 1AE- Eradicated Has been identified in Cache County in the past. Monitored annually

Class 1B-EDRR Extreme High priority, Eradication Possible. Goal to move into 1A category

Class 2A-Control Known to exist in limited populations, high priority. Goal to move into 1B category

Class 2B- Control Known to exist in broader populations, high priority. Goal to move into 2A category

Class 3A- Containment Exist throughout Cache County, mid priority. Goal is to move into 2B category

Class 3B- Containment Exist throughout Cache County, low priority. Goal is to move into 3A category

Class 4- Prohibited Threat through retail sale in the nursery and greenhouse industries

Appendix A

2019 Cache County Prioritized Noxious Weed List

Class	Weed Name	County Status
2A	Purple Loosetrife	Control
2A	Musk Thistle	Control
2A	Russian Knapweed	Control
2A	Perennial Pepperweed	Control
2B	Leafy Spurge	Control
2B	Goatsrue	Control
2B	Puncturevine	Control
2B	Phragmites	Control
2B	Hoary Cress	Control
3A	Poison Hemlock	Containment
3A	Salt Cedar	Containment
3A	Medusahead Rye	Containment
3A	Scotch Thistle	Containment
3A	Dyers Wood	Containment
3B	Bermudagrass	Containment
3B	Jointed Goatsrue	Containment
3B	Field Bindweed	Containment
4	Myrtle Spurge	Prohibited
4	Congongrass	Prohibited
4	Damesrocket	Prohibited
4	Russian Olive	Prohibited
4	Scotch Broom	Prohibited
1A	Vipers Bugloss	Eradicated
1A	Squarrose Knapweed	Eradicated
1A	Yellow Toadflax	Eradicated
1B	Dalmation Toadflax	EDRR
1B	Common St. Johnswort	EDRR
1B	Rush Skeletonweed	EDRR
1B	Elongated Mustard	EDRR
1B	Diffuse Knapweed	EDRR
1B	Giant Reed	EDRR
1B	Japanese Knotweed	EDRR
1B	Oxeye Daisy	EDRR
1B	Yellow Starthistle	EDRR
2A	Spotted Knapweed	EDRR
2A	Black Henbane	Control
2A	Ventenata	Control
2A	Cutleaf Viper's Grass	Control

Additional County Declared Noxious Weeds

1B	Russian Salt Tree	EDRR
4	Crack Willow	Prohibited

Class 1A-E: Eradicated/Has been identified in Cache County in the past; Monitored annually.
 Class 1B-EDRR: Extreme high priority; Eradication Possible. Goal to move into 1A category.
 Class 2A: Control known to exist in limited populations; high priority. Goal to move into 1B category.
 Class 2B: Control known to exist in broader populations; high priority. Goal to move into 2A category.
 Class 3A: Containment; exists throughout Cache County and priority. Goal to move into 2B category.
 Class 3B: Containment; exists throughout Cache County and priority. Goal to move into 2A category.
 Class 4: Prohibited; Area through retail sale in the nursery and green house industries.

Utah's Noxious Weeds

Class	Weed Name	State Status
1A	African Rue	EDRR
1A	Common Crupina	EDRR
1A	Malta Starthistle	EDRR
1A	Mediterranean Sage	EDRR
1A	Plumeless Thistle	EDRR
1A	Small Bugloss	EDRR
1A	Spring Milletgrass	EDRR
1A	Syria Beancaper	EDRR
1B	Camelthorn	EDRR
1B	Common St. Johnswort	EDRR
1B	Cutleaf Vipergrass	EDRR
1B	Elongated Mustard	EDRR
1B	Garlic Mustard	EDRR
1B	Giant Reed	EDRR
1B	Goatsrue	EDRR
1B	Japanese Knotweed	EDRR
1B	Oxeye Daisy	EDRR
1B	Purple Starthistle	EDRR
1B	Sahara Mustard	EDRR
1B	Viper's Bugloss	EDRR
1B	Ventenata	EDRR
2	Black Henbane	Control
2	Dalmation Toadflax	Control
2	Diffuse Knapweed	Control
2	Dyers Wood	Control
2	Leafy Spurge	Control
2	Medusahead Rye	Control
2	Purple Loosetrife	Control
2	Rush Skeletonweed	Control
2	Spotted Knapweed	Control

Class 1A: Have not been identified in the State of Utah.
 Class 1B: Known to exist in the State, but very limited populations; very high priority.
 Class 2: Known to exist in many of the State's high priority.
 Class 3: Exist throughout the State.
 Class 4: Present throughout the State through retail sale in the nursery and greenhouse industry.

Class	Weed Name	State Status
2	Squarrose Knapweed	Control
2	Yellow Starthistle	Control
2	Yellow Toadflax	Control
3	Bermudagrass	Containment
3	Canada Thistle	Containment
3	Field Bindweed	Containment
3	Hoary Cress	Containment
3	Houndstongue	Containment
3	Jointed Goatsrue	Containment
3	Musk Thistle	Containment
3	Perennial Pepperweed	Containment
3	Perennial Sorghums	Containment
3	Phragmites	Containment
3	Poison Hemlock	Containment
3	Puncturevine	Containment
3	Quackgrass	Containment
3	Russian Knapweed	Containment
3	Saltcedar	Containment
3	Scotch Thistle	Containment
4	Congongrass	Prohibited
4	Damesrocket	Prohibited
4	Myrtle Spurge	Prohibited
4	Russian Olive	Prohibited
4	Scotch Broom	Prohibited

RESOLUTION No. 2019-19

CACHE COUNTY, UTAH

DEVELOPMENT SERVICES FEE SCHEDULE AMENDMENTS

AMENDMENTS TO THE CACHE COUNTY DEVELOPMENT SERVICES FEE SCHEDULE OF THE CACHE COUNTY DEVELOPMENT SERVICES DEPARTMENT

WHEREAS, the State of Utah, pursuant to Section 17-27a-509, allows counties to adopt reasonable fees, and;

WHEREAS, the fees being charged by the Development Services Department are reasonable, and;

WHEREAS, the proposed amendments to the Development Services Fee Schedule have been reviewed by the Cache County Council, and;

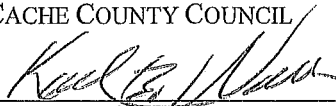
WHEREAS, the Cache County Council has determined that it is both necessary and appropriate for the County to adopt the proposed amendments to the Development Services Fee Schedule.

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

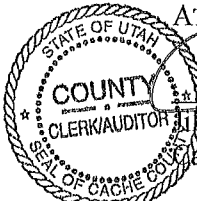

The Development Services Fee Schedule amendments attached as Exhibit A are hereby approved for the Development Services Department.

APPROVED AND ADOPTED this 28th day of May, 2019.

CACHE COUNTY COUNCIL


Karl Ward, Chair
Cache County Council

ATTEST:



Julie Zollinger
Cache County Clerk

	In Favor	Against	Abstained	Absent
Borup		X		
Erickson	X			
Tidwell	X			
Ward	X			
White	X			
Worthen	X			
Zilles	X			
Total	6	1		

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



Cache
County
1857

DEVELOPMENT SERVICES DEPARTMENT

BUILDING | GIS | LAND USE | PUBLIC WORKS | ROADS | WEEDS

**AMENDMENTS TO THE
FEE SCHEDULE
OF THE
DEVELOPMENT SERVICES DEPARTMENT**

BUILDING
GIS AND PRINTING
ROAD AND WEED

Resolution 2019-19



BUILDING FEE SCHEDULE

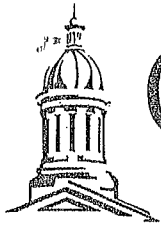
- Additional fees may be assessed based on the need for external consulting or engineering review as approved by the Director of Development Services or their designee.
- Building permit fees may be assessed at double the listed rate if a building permit is not obtained prior to construction.
- If work fails an inspection more than two times, or if work has not been completed prior to the arrival of the county inspector more than two times, or a combination of both, a \$50 additional fee will be assessed for each related, subsequent inspection.

Action	Fee
Application Review ¹	
Commercial - less than 5 million square feet	\$1,000
Commercial - 5 million square feet or more	\$2,500
Plan Review	
Residential	1/10 of 1% of the Building Permit Base Fee (\$20 min.)
Commercial	65% of the Building Permit Base Fee ²
Building Permit	
Structure	As established by the 1997 Uniform Building Code: Table 1A (Building Permit Base Fees) ³
Plumbing	\$7 per fixture (residential)
Mechanical	\$15 per unit
Electrical	\$0.04 per square foot of structure (residential)
Demolition Permit	
Residential	\$80.60
Commercial	\$141.20
Electrical/Gas Replacement Service	
Residential	\$40.40
Commercial	\$80.80
HVAC Replacement - Residential	
Furnace only	\$40.40
Furnace and duct work	\$80.80
Water Heater Replacement - Residential	\$40.40
Roof Reshingle - Paper, ice shield, and shingles	\$100.80

¹ At the time the Building Permit is sold, the total Building Permit Fee is reduced by this amount.

² May be reduced by the Chief Building Official based on the size and scope of the project.

³ Valuation amounts shall be set by square foot and reviewed annually by the Chief Building Official.



GIS AND PRINTING FEE SCHEDULE

Action	Fee		
City GIS Services			
Collector App: One login - field worker user type	\$350 per year		
Server software, storage space, and programming time	\$1,500 per year		
Initial data scrub and import to database	\$0 - Existing data		
	\$500 - Create data		
One online web map with widgets	\$250 per year		
Zoning map	\$0 - Digital map		
	See below – copy/print		
Custom reports, geoprocessing widgets, and additional requests	\$45 per hour		
Technical support and staff training - Maximum of 5 hours	\$100 per year		
GIS Programming	\$50/hour (\$25 min.)		
Copies/Prints	B&W	Color	
	8.5"x11"	\$0.25	\$1
	11"x17"	\$1.50	\$3
	24"x36"	\$10	\$20
	36"x48"	\$20	\$40
42"x60"	\$27.50	\$55	



DEVELOPMENT SERVICES DEPARTMENT

BUILDING | GIS | LAND USE | PUBLIC WORKS | ROADS | WEEDS

ROAD AND WEED EQUIPMENT, PERSONNEL, AND MATERIAL FEE SCHEDULE

The following unit costs are based on the comparable costs of local construction companies.

Type	Fee
Heavy Duty Includes the following and similar equipment and vehicles: • Trackhoe • Loader • Backhoe • Mini-excavator • Grader • Asphalt Paver • Transport • Dump Truck • Water Truck • Tack Truck • Chipper	\$145 per hour
Medium Duty Includes the following and similar equipment and vehicles: • Skid Steer • Roller • Sweeper • Side Dump Trailer • Low Boy Trailer • Belly Dump Trailer • Vac Trailer • Hot Box Trailer • Pickup with Plow • 550 Flat Bed • F450 • F350 • Crack Sealer • Duro Patcher	\$65.00 per hour
Light Duty and Light Duty Passenger Includes the following and similar equipment and vehicles: • Trailers not listed as Medium Duty • Remote Trench Compactor • Mechanic truck • Pickup Trucks • All other passenger vehicles • Sign truck • 1 ton 4x4 • 3/4 ton	\$25.00 per hour
Personnel Laborer	\$45.00 per hour
Foreman	\$75.00 per hour

Continued on next page...



DEVELOPMENT SERVICES DEPARTMENT

BUILDING | GIS | LAND USE | PUBLIC WORKS | ROADS | WBEDS

...continued from previous page

Type	Fee
18" HDPE COR Smooth Ultra Pipe	\$12.70 per lf.
24" HDPE COR Smooth Ultra Pipe	\$20.90 per lf.
36" HDPE COR Smooth Ultra Pipe	\$36.94 per lf.
48" HDPE COR Smooth Ultra Pipe	\$37.66 per lf.
Asphalt	\$43.90 per ton
QPR (Cold mix asphalt)	\$150.00 per ton
LMCRS-2 Chipping Oil	\$304.00 per ton
Pit Run	\$4.25 per ton
Rounded Rip Rap	\$14.00 per ton
Road Base	\$6.00 per ton
Rock 2" Minus	\$8.00 per ton
Rock 2"- 6" Fractured	\$14.00 per ton
Rock 5"-18"	\$15.00 per ton
Rock 18"-42"	\$23.00 per ton
Rock 3/8"	\$8.50 per ton
Rock 3/4"	\$8.95 per ton
Rock 7/8"	\$10.00 per ton
3/8" Slag Chips	\$6.75 per ton
3/4" Slag Chips	\$4.50 per ton
3"-8" Slag	\$2.00 per ton
Red Salt	\$25.50 per ton
White Salt	\$14.50 per ton
Sand	\$3.00 per ton

The tax lien sale was called to order at 10:00 A.M. May 23, 2019 in the Cache County Multipurpose Room. County representatives present for the sale were Jill Zollinger, Cache County Clerk/Auditor, Dianna Schaeffer, Chief Deputy Auditor, Craig McAllister, County Treasurer, and Mike Glead, County Recorder. There were three registered bidders for this sale and six observers. All property advertised by the county auditor, as required by Utah Code 59-2-1351 with delinquent taxes for the 2014 tax year that were delinquent on January 31, 2019 and had not been redeemed by the sale hour were offered for sale. The sale procedures were outlined as follows:

- The owner of record or lien-holder of record may redeem the property to prevent the sale at any time prior to the tax sale. (County Code 3.84.030)
- All bidders must be preregistered. (County Code 3.84.020) Bidder preference is first given to possessory interests and then to abutting owners (County Code 3.84.070) Collusive bidding is prohibited. (County Code 3.84.040) Conflicts of interest must be disclosed prior to the tax sale. (County Code 3.84.050) Once the auditor closes the sale of a parcel the successful bidder may not rescind the bid per UCA 59-2-1351.1(6). Confirmation of bid forms must be completed acknowledging the terms and conditions of the bid. The Treasurer's office will validate the form when you make payment.
- **Payment must be made to the County Treasurer in the form of cash or certified funds made payable to the Cache County Treasurer in the exact amount of the sale. If payment has not been remitted by 1:30 p.m. today, then the property will again be auctioned at 2:00 p.m. whereupon the payment must be received by 5:00 p.m. else the bid is null and void.** (County Code 3.84.100) Upon timely payment a temporary receipt will be issued from the Treasurer's office.
- The sales of these properties are conditional and subject to ratification by the County Council. The Council can accept or reject any bid. If the Council accepts the bid then the sale will be deemed approved. (County Code 3.84.080)
- Any person wishing to contest the sale must file a written protest stating the basis for the objection with the County Council through the office of the County Executive within 10 days of the sale. (County Code 3.84.110)
- The county conveys title by tax deed. Parcels with liens are noted when the parcel comes up for sale, and title reports are made available for participants to view. Tax deeds will be issued by the County Auditor after approval of the Cache County Council and mailed within sixty days with a permanent receipt. (County Code 3.84.090)
- Properties offered for sale can be withdrawn or struck off to the county by the County Auditor if any of the following situations occur: (1) No bids are received for the property, (2) the apparent high bidder fails or refuses to execute a confirmation of bid or fails or refuses to make full payment of the bid amount in the manner and within the time required or (3) the County Council rejects any bids and thereby disapproves the sale or (4) the parcel is determined to be used for a public purpose. (County Code 3.84.120) In accordance with Section 59-2-1351.3 of the Utah Code, the County Auditor will publicly declare that the property has been struck off to the County, and make an appropriate record of the action.
- The property is sold by the county and purchased by the buyer "AS IS." The county makes no warranty whatsoever respecting the title, possession, buildability, zoning, condition, assessment, or description of the real property or improvements therein. (County Code 3.84.140)

The Auditor asked if there were any questions, and then offered the first parcel for sale:

Parcel number 15-033-0080 BALLS, DAVID K & ANN G owners of record.

Legal description: THE W/2 OF LT 2 BLK 15 PLT B CLARKSTON TOWNSITE SVY CONT 0.625 AC

The parcel is an improved lot with a residence and an assessed market value of \$73,300. This is a single family residence with 1,120 sq. ft. above grade and approximate year built is 1909. There is a notice of statutory lien executed and attached to this property by the Department of Human Service, Office of Recovery Services (ORS) November 2011. The total due for tax, penalties, interest, and administrative costs equals \$3,091.46. County Code 3.84.060 stipulates that in the case of improved property, a bid for less than the market value and the total amount of taxes, interest, penalty, and administrative fees which are a charge upon the real estate will not be accepted. The minimum bid will be \$28,000.

The Auditor inquired if owners or adjacent owners were present for preferential bidding. Bidder number one, Travis Fisher, is an adjacent owner and was granted preferential bidding status. There were a few questions regarding the lien to which the County could only give the assurance that a tax lien supersedes a medical lien, and that the County will be in communication with ORS regarding final disposition of the lien following the tax sale.

AMOUNT OF BID	BIDDER #	BIDDER NAME
Min. bid - \$28,000	1	Travis Fisher

No other bids were accepted. The **minimum** bid was \$28,000.
Bidding closed. The **final** bid was \$28,000 entered by Travis Fisher the apparent successful bidder.

The tax lien sale adjourned at 10:14 A.M.

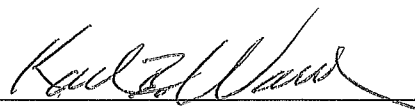
APPROVAL OF THE SALE:

Parcel number 15-033-0080 **sold** to Travis Fisher for \$28,000.

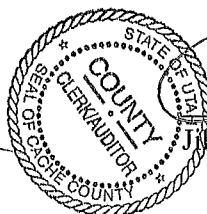
 X Approved _____ Denied _____

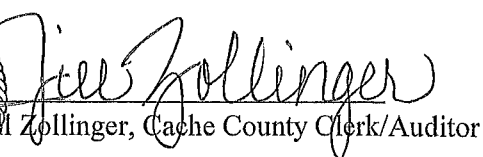
Date: May 28, 2019

ATTESTED:



Cache County Council Chair





JIM Zollinger, Cache County Clerk/Auditor





RAPZ AND RESTAURANT PROGRAM
2019 AWARDED FUNDS

No.	Entity	Title	Request	Award
1	Amalga Township	Veterans Memorial and Sugar Park Youth Playground Equipment	12,000	4,000
2	American Festival Chorus and Orchestra	American Festival Chorus & Orchestra 2019 - 2010 Season	30,000	30,000
3	American West Heritage Center	2019 Programming Capital/Maintenance Request	36,500	35,000
4	American West Heritage Center	2019 Operational Support	93,500	80,000
5	ArtCore	ArtCore Kickoff Event	1,575	600
6	Block Film and Arts Festival	The Block Festival 2019	24,900	15,000
7	Bridger Folk Music Society	Bridger Folk Music Soc Concert & Dance Production	3,300	1,000
8	Cache Children's Choir	2019-2020 Season Support	10,000	5,000
9	Cache Community Band	New Equipment and Operating Costs	18,000	3,500
10	Cache Community Connections	Logan Tabernacle Concert and Lecture Series	6,850	6,850
11	Cache County - Development Services	Cache County Trails Planner Support	35,000	35,000
12	Cache County - Development Services	Murray Farm Trailhead	43,825	0
13	Cache County - Development Services	800 West Regional Trail	163,625	80,000
14	Cache County - Development Services	Cache Bikeway Street Painting	10,000	10,000
15	Cache County - Development Services	Bjorr/Beaver Mountain Trail Improvements	7,000	0



RAPZ AND RESTAURANT PROGRAM
2019 AWARDED FUNDS

No.	Entity	Title	Request	Award
16	Cache County - Development Services	Middle Canal Trail and Crossings	100,000	20,000
17	Cache County - Fairgrounds	Asphalt repair, replace and addition	87,387	87,387
18	Cache County - Fairgrounds	Arena Sound System Upgrades	59,888	59,888
19	Cache County - Fairgrounds	Roller Shades for Event Center Windows and Garage Doors	37,349	37,349
20	Cache County - Fairgrounds	Portabler Bleachers	30,646	30,646
21	Cache County - Fairgrounds	Cache Arena Addition	169,568	100,000
22	Cache Daughters of Utah Pioneers	Museum Operating Funds	7,500	7,500
23	Cache Valley Center for the Arts	Facility Improvements Bullen Center, Thatcher-Young Mansion	90,000	90,000
24	Cache Valley Center for the Arts	Arts Education and Outreach Programming	40,000	40,000
25	Cache Valley Center for the Arts	Marketing for Cache Valley Center for the Arts	25,000	15,000
26	Cache Valley Arts Summit	Cache Valley Arts Calendar Brochure	5,000	0
27	Cache Valley Civic Ballet	CVCB Performance and Education Enhancement	40,000	13,000
28	Cache Valley Cowboy Rendezvous, Inc.	Cache Valley Cowboy Rendezvous	16,000	12,000
29	Cache Valley Cruising Association	Cache Valley Cruise-In 2019	48,000	30,000
30	Cache County - Cache Valley Visitors Bureau	2019 Cache Valley Visitors Bureau Marketing Campaign	144,290	0



RAPZ AND RESTAURANT PROGRAM
2019 AWARDED FUNDS

No.	Entity	Title	Request	Award
31	Cache Valley Morning Rotary Club	Little Bear Kayak Trail & Multi-Generation Wildlife Art Gallery	2,404	0
32	Celebrate America Show	Stardust Big Band Show	20,000	10,000
33	Chamber Music Society of Logan	Enhancing Chamber Music in Cache Valley	6,000	3,000
34	Common Ground Outdoor Adventures	Tourism promotion of the Cache Valley Century Ride	2,500	2,500
35	Cornish Town	Cornish Town Hall Improvements - Phase I	22,000	10,000
36	Family Information and Resource Center	Read Around the World	19,824	0
37	Four Seasons Theatre Company	Four Seasons Theatre 2019 Production Season	47,000	25,000
38	George S. Eccles Ice Center	NPIC Ongoing Operating Expenses and Commitment	92,853	0 See Note 1
39	Hyde Park City	South East Park Construction - Year 5 of 10	115,000	0 See Note 2
40	Hyrum City	Elite Hall Exterior Masonry Rehabilitation	350,000	125,000
41	Logan Community Foundation dba Cache	Cache Theatre Company 2019-2020 Season	40,000	21,000
42	Logan Downtown Alliance	Logan City Marathon	15,000	5,000
43	Logan City - Parks and Recreation	Restroom for Willard R Dahle Memorial Park	45,924	45,924
44	Logan City - Parks and Recreation	2019 Freedom Fire Event at USU's Maverik Stadium	47,000	45,000
45	Logan City - Parks and Recreation	1700 South Park Construction	150,000	150,000



RAPZ AND RESTAURANT PROGRAM
2019 AWARDED FUNDS

No.	Entity	Title	Request	Award
46	Logan City - Parks and Recreation	Angel's Landing Playground - Phase 1	200,000	200,000
47	Logan City - Parks and Recreation	Trapper Park Pavilion	40,000	24,076
48	Logan City - Parks and Recreation	Asphalt Surface for Rendezvous Park Parking Lot Extension	17,875	0
49	Lyric Repertory Company	Lyric Repertory Company 2019 Season	24,000	10,000
50	Millville City	Millville City Pickleball Courts	75,000	50,000
51	Millville City	North Park Pavilion Upgrades	15,000	0
52	Friends of the Mendon Cottage Library	Ongoing library programming expenses	25,000	6,400
53	Music Theatre West	General Operating and Programming	38,000	20,000
54	Nibley Children's Theatre	An Amazing Adventure	750	750
55	Nora Eccles Harrison Museum of Art	NEHMA's 2019-20 Exhibitions & Programs	18,000	3,000
56	Nordic United	Promotion of Cache Country Outdoor Winter Recreation	5,000	4,000
57	North Logan City	Tour of Utah - Stage 1	30,000	30,000
58	North Logan City	North Logan Community Center	11,555	0
59	North Logan City	Cache Recreation Complex Phase 3 & 4 (Year 5 of 10)	112,000	0
60	Providence City	Uptown Park Softball Diamond Rebuild	117,873	40,000



RAPZ AND RESTAURANT PROGRAM
2019 AWARDED FUNDS

No.	Entity	Title	Request	Award
61	Providence City	Alma Leonhardt Park Additional Pickleball Courts	115,655	70,000
62	Richmond City	300 East Pathway/Trail Project	55,000	55,000
63	River Heights City	River Heights Tennis Courts	124,465	40,000
64	Smithfield City Parks and Recreation Department	Forrester Acres Expansion Project	113,817	90,000
65	Smithfield City Children's Theatre	Snow White and 7 Dwarfs	1,500	1,500
66	Stokes Nature Center	Strategic Interpretive Redesign	20,000	0
67	Stokes Nature Center	Enhanced School & Community Programs	25,000	25,000
68	Summerfest Arts Faire	Summerfest Arts Faire 2019	25,000	20,000
69	Unicorn Theatre	Unicorn Theatre	15,000	5,000
70	Utah Festival Opera & Musical Theatre	2019 Summer Festival, Education Programs, Utah Theatre	200,000	200,000
71	Utah Festival Opera & Musical Theatre	2019 Summer Festival, Education Programs, Utah Theatre	200,000	150,000
72	Utah State University	Cache County Park System Enhancement	20,511	0
73	Utah State University	Recruiting Summer Citizens Program	30,000	10,000
74	Valley Dance Ensemble	Valley Dance Ensemble Spring 2020 Concerts	3,000	1,000
75	Wellsville City	Wellsville Elementary Park & Playground	69,421	45,000



RAPZ AND RESTAURANT PROGRAM
2019 AWARDED FUNDS

No.	Entity	Title	Request	Award
76	Whittier Community Center	Utilities Funding/Operating Expenses	16,752	0
77	Zootah at Willow Park (formerly Willow Park Zoo)	Operating Funds	165,000	135,000
78	Zootah at Willow Park (formerly Willow Park Zoo)	Zootah Renew - Capital Improvement Project	45,000	0
GRAND TOTALS			14,347,382	2,526,870

Committed Funds from Restaurant Tax

Note 1: George S Eccles Ice Center - NPIC Const & Improvements Year 5 of 5	92,853
Note 2: Hyde Park City - So East Park Construction - Year 5 of 10	115,000
North Logan Recreation Land - Year 5 of 10	112,000
Nibley Recreation Land - Year 5 of 10	80,000
GRAND TOTALS	\$4,347,382 \$2,926,723