

**REQUEST FOR INTRA-DEPARTMENTAL BUDGET TRANSFER**

DEPARTMENT: Travel Council

DATE: 13-Dec-05

Amount to be transferred -- (rounded to the nearest dollar) \$2,900

**Transfer From ---**

ACCOUNT	DESCRIPTION	Current Budget	Increase DR	Decrease CR	Amended Budget
23-4780-120	Temporary Employees	\$ 37,680		\$ (2,900)	\$ 34,780

**Transfer To ---**

23-4780-280	Telephone	\$ 6,500	\$ 750		\$ 7,250
23-4780-480	Brochures, Maps, & Printing	\$ 43,000	\$ 300		\$ 43,300
23-4780-481	Byway Grant Expenses	\$ 12,350	\$ 500		\$ 12,850
23-4780-670	Items For Resale	\$ 5,000	\$ 1,350		\$ 6,350
Totals			\$ 2,900	\$ (2,900)	

Net adjustment \$ -

Description of needs and purpose of transfer ---

To cover expenses to year-end.

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Recommendation:  Approval     Disapproval

Julie Hollis  
Department Head

Date: 13-Dec-05

Samra Stones  
Cache County Auditor

Recommendation:  Approval     Disapproval

Date: 12/13/05

M. Lynn Larson  
Cache County Executive

Consented by the Cache County Council meeting in regular session on the 13<sup>th</sup> day of December 2005.

Julie S. Zollinger  
Cache County Clerk

**REQUEST FOR INTRA-DEPARTMENTAL BUDGET TRANSFER**

DEPARTMENT: Sheriff - MSF  
 DATE: 12/13/2005

Amount to be transferred -- (rounded to the nearest dollar) \$3,000.00

Transfer From ---

Line Item No. : 20-4210-130  
 Fund Designation: Employee Benefits

Original Budget:	<u>\$117,113.00</u>
Current Budget:	<u>\$105,223.00</u>
Expenditures to date:	<u>\$84,253.78</u>
Balance before transfer:	<u>\$20,969.22</u>
Balance after Transfer:	<u>\$17,969.22</u>

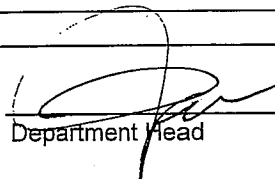
Transfer To ---

Line Item No. : 20-4210-740  
 Fund Designation: Capitalized Equipment

Original Budget:	<u>\$74,700.00</u>
Current Budget:	<u>\$74,950.00</u>
Expenditures to date:	<u>\$77,950.00</u>
Balance before transfer:	<u>(\$3,000.00)</u>
Balance after Transfer:	<u>\$0.00</u>


Description of needs and purpose of transfer ---

To cover expenses to year-end.

  
 Department Head

Recommendation: [] Approval [ ] Disapproval  
 Comments:

Date: 12/13/2005

  
 Cache County Auditor

Recommendation: [] Approval [ ] Disapproval  
 Comments:

Date: 12/13/05

  
 Cache County Executive

Consented by the Cache County Council meeting in regular session on the 13<sup>th</sup> day of December, 2005.

  
 Cache County Clerk

REQUEST FOR INTRA-DEPARTMENTAL BUDGET TRANSFER

DEPARTMENT: Public Defender  
DATE: 12/13/2005

Amount to be transferred -- (rounded to the nearest dollar) \$2,625.00

Transfer From ---

Line Item No. : 10-4126-310  
Fund Designation: Professional & Technical

Original Budget:	<u>\$210,000.00</u>
Current Budget:	<u>\$245,000.00</u>
Expenditures to date:	<u>\$199,216.25</u>
Balance before transfer:	<u>\$45,783.75</u>
Balance after Transfer:	<u>\$43,158.75</u>

Transfer To ---

Line Item No. : 10-4126-620  
Fund Designation: Misc Services - Transcripts

Original Budget:	<u>\$6,000.00</u>
Current Budget:	<u>\$12,000.00</u>
Expenditures to date:	<u>\$12,945.12</u>
Balance before transfer:	<u>(\$945.12)</u>
Balance after Transfer:	<u>\$1,679.88</u>

Description of needs and purpose of transfer ---  
To cover expenses to year-end.

M. Lynn Larson  
Department Head

Recommendation: [  ] Approval [  ] Disapproval  
Comments:

Date: 12/13/2005

Jamra Stokes  
Cache County Auditor

Recommendation: [  ] Approval [  ] Disapproval  
Comments:

Date: 12/13/05

M. Lynn Larson  
Cache County Executive

Consented by the Cache County Council meeting in regular session on the 13<sup>th</sup> day of  
December, 2005.

Jean Zellinger  
Cache County Clerk

**REQUEST FOR INTRA-DEPARTMENTAL BUDGET TRANSFER**

DEPARTMENT: Liquor Law Enforcement  
 DATE: 12/13/2005

Amount to be transferred -- (rounded to the nearest dollar) \$2,500.00

Transfer From ---

Line Item No. : 10-4218-120  
 Fund Designation: Temporary Employees

Original Budget:	<u>\$25,276.00</u>
Current Budget:	<u>\$25,276.00</u>
Expenditures to date:	<u>\$15,006.26</u>
Balance before transfer:	<u>\$10,269.74</u>
Balance after Transfer:	<u>\$7,769.74</u>

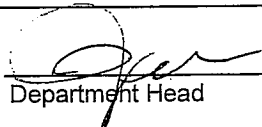
Transfer To ---

Line Item No. : 10-4218-130  
 Fund Designation: Employee Benefits

Original Budget:	<u>\$2,574.00</u>
Current Budget:	<u>\$2,574.00</u>
Expenditures to date:	<u>\$1,989.81</u>
Balance before transfer:	<u>\$584.19</u>
Balance after Transfer:	<u>\$3,084.19</u>

Description of needs and purpose of transfer ---

To cover expenses to year-end.

  
 Department Head

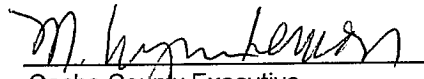
Recommendation:  Approval [ ] Disapproval  
 Comments:

Date: 12/13/2005

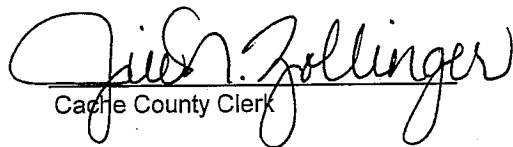
  
 Cache County Auditor

Recommendation:  Approval [ ] Disapproval  
 Comments:

Date: 12/13/05

  
 Cache County Executive

Consented by the Cache County Council meeting in regular session on the 13<sup>th</sup> day of December, 2005.

  
 Cache County Clerk

REQUEST FOR INTRA-DEPARTMENTAL BUDGET TRANSFER

DEPARTMENT: CPDO  
DATE: 12/13/2005

Amount to be transferred -- (rounded to the nearest dollar) \$2,400.00

Transfer From ---

Line Item No. : 27-4181-990  
Fund Designation: Contributions to Fund Balance

Original Budget:	<u>\$3,206.00</u>
Current Budget:	<u>\$3,206.00</u>
Expenditures to date:	<u>\$0.00</u>
Balance before transfer:	<u>\$3,206.00</u>
Balance after Transfer:	<u>\$806.00</u>

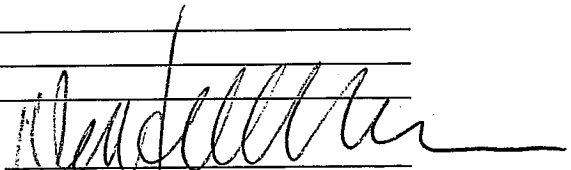
Transfer To ---

Line Item No. : 27-4181-290  
Fund Designation: Rental of Facilities/Utilities

Original Budget:	<u>\$2,400.00</u>
Current Budget:	<u>\$2,400.00</u>
Expenditures to date:	<u>\$4,800.00</u>
Balance before transfer:	<u>(\$2,400.00)</u>
Balance after Transfer:	<u>\$0.00</u>


Description of needs and purpose of transfer ---

To cover rental expense.

  
Department Head

Recommendation: [] Approval [ ] Disapproval  
Comments:

Date: 12/13/2005

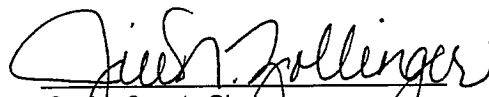
  
Cache County Auditor

Recommendation: [] Approval [ ] Disapproval  
Comments:

Date: 12/13/05

  
Cache County Executive

Consented by the Cache County Council meeting in regular session on the 13<sup>th</sup> day of December, 2005.

  
Cache County Clerk

**REQUEST FOR INTRA-DEPARTMENTAL BUDGET TRANSFER**

DEPARTMENT: Auditor  
 DATE: 12/13/2005

Amount to be transferred -- (rounded to the nearest dollar) \$3,500.00

Transfer From ---  
 Line Item No. : 10-4141-311  
 Fund Designation: Software Packages

Original Budget:	<u>\$25,000.00</u>
Current Budget:	<u>\$36,200.00</u>
Expenditures to date:	<u>\$17,218.42</u>
Balance before transfer:	<u>\$18,981.58</u>
Balance after Transfer:	<u>\$15,481.58</u>

Transfer To ---  
 Line Item No. : 10-4141-251  
 Fund Designation: Non-Capitalized Equipment

Original Budget:	<u>\$3,000.00</u>
Current Budget:	<u>\$3,950.00</u>
Expenditures to date:	<u>\$4,937.00</u>
Balance before transfer:	<u>(\$987.00)</u>
Balance after Transfer:	<u>\$2,513.00</u>

Description of needs and purpose of transfer ---  
To cover expenses to year-end.

Jamie Stones  
 Department Head

Recommendation: [  ] Approval [  ] Disapproval  
 Comments:

Jamie Stones  
 Cache County Auditor

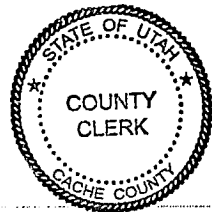
Date: 12/13/2005

Recommendation: [  ] Approval [  ] Disapproval  
 Comments:

M. Lynn Hansen  
 Cache County Executive

Date: 12/13/05

Consented by the Cache County Council meeting in regular session on the 13<sup>th</sup> day of December, 2005.



Jason Zollinger  
 Cache County Clerk

**REQUEST FOR INTRA-DEPARTMENTAL BUDGET TRANSFER**

DEPARTMENT Senior Citizens  
 DATE: 12-Dec-05

Amount to be transferred -- (rounded to the nearest dollar) \$12,653

**Transfer From ---**

ACCOUNT	DESCRIPTION	Current Budget	Increase DR	Decrease CR	Amended Budget
24-4970-110	Nutrition - Salary	\$ 77,910		\$ (1,075)	\$ 76,835
24-4970-130	Nutrition - Employee Benefits	\$ 43,193		\$ (8,195)	\$ 34,998
24-4971-251	Sr Center - Non-Capitalized Equi	\$ 2,000		\$ (1,825)	\$ 175
24-4973-240	RSVP - Office Supplies	\$ 3,741		\$ (1,275)	\$ 2,466
24-4974-130	Access - Employee Benefits	\$ 17,846		\$ (283)	\$ 17,563

**Transfer To ---**

24-4970-210	Nutrition - Subscriptions & Memb	\$ 250	\$ 378		\$ 628
24-4970-230	Nutrition - Travel	\$ -	\$ 117		\$ 117
24-4970-240	Nutrition - Supplies	\$ 6,000	\$ 1,500		\$ 7,500
24-4970-250	Nutrition - Transportation	\$ 11,750	\$ 1,000		\$ 12,750
24-4970-260	Nutrition - Bldgs & Grnds Maint	\$ 8,800	\$ 200		\$ 9,000
24-4970-381	Nutrition - Meals	\$ 95,000	\$ 5,000		\$ 100,000
24-4971-110	Sr Center - Salary	\$ 36,030	\$ 720		\$ 36,750
24-4971-120	Sr Center - Temp Employees	\$ 5,240	\$ 180		\$ 5,420
24-4971-240	Sr Center - Supplies	\$ 5,000	\$ 350		\$ 5,350
24-4971-250	Sr Center - Transportation	\$ 4,000	\$ 700		\$ 4,700
24-4971-260	Sr Center - Bldg & Grnds Maint	\$ 4,261	\$ 200		\$ 4,461
24-4971-270	Sr Center - Utilities	\$ 5,000	\$ 750		\$ 5,750
24-4973-130	RSVP - Employee Benefits	\$ 6,237	\$ 992		\$ 7,229
24-4973-620	RSVP - Travel/Volunteer	\$ 8,225	\$ 283		\$ 8,508
24-4974-270	Access - Utilities	\$ 6,300	\$ 283		\$ 6,583
<b>Totals</b>			<b>\$ 12,653</b>	<b>\$ (12,653)</b>	

Net adjustment \$ -

Description of needs and purpose of transfer ---  
 To cover expenses to year-end.

*Thomas D. Hagen*  
 Department Head

Recommendation:  Approval [ ] Disapproval

Date: 12-Dec-05

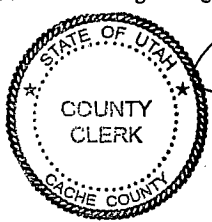
*Jamra Stones*  
 Cache County Auditor

Recommendation:  Approval [ ] Disapproval

Date: 12/13/05

*M. Lynn Jensen*  
 Cache County Executive

Consented by the Cache County Council meeting in regular session on the 13<sup>th</sup> day of December, 2005.



*Jason Zollinger*  
 Cache County Clerk

**REQUEST FOR INTRA-DEPARTMENTAL BUDGET TRANSFER**

DEPARTMENT: Jail  
 DATE: 09-Dec-05

Amount to be transferred -- (rounded to the nearest dollar) \$25,000

**Transfer From ---**

ACCOUNT	DESCRIPTION	Current Budget	Increase DR	Decrease CR	Amended Budget
10-4230-130	Employee Benefits	\$1,195,578		\$ (25,000)	\$ 1,170,578

**Transfer To ---**

10-4230-140	Uniform Allowance	\$ 39,700	\$ 7,000		\$ 46,700
10-4230-255	Prisoners Supplies - W/Release	\$ 74,070	\$ 8,000		\$ 82,070
10-4230-315	Medical Expense	\$ 97,278	\$ 10,000		\$ 107,278

Totals \$ 25,000 \$ (25,000)

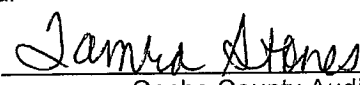
Net adjustment \$ -

Description of needs and purpose of transfer ---  
To cover expenses to year-end.

  
 Department Head

Recommendation:  Approval [ ] Disapproval

Date: 09-Dec-05

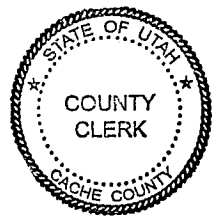
  
 Cache County Auditor

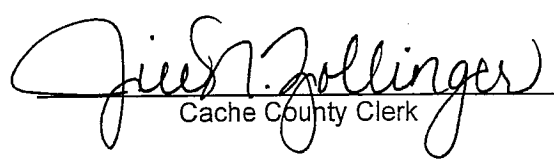
Recommendation:  Approval [ ] Disapproval

Date: 12/13/05

  
 Cache County Executive

Consented by the Cache County Council meeting in regular session on the 13<sup>th</sup> day of December, 2005.



  
 Cache County Clerk



# MEMORANDUM

TO: Cache County Council  
FROM: Tamra Stones, Cache County Auditor  
DATE: December 13, 2005  
SUBJECT: Tax Exemption Application – 2005 (*New property acquired*)

**Application:** **Common Ground Outdoor Adventures** - Located at 290 North 400 East, Logan, UT 84321. Seeking exemption on personal property only--1994 Dodge Van & 2003 Goshen Coach Bus. (Contact Person: Samantha McFarlane, Executive Director, 713-0288)

**Application:** **06-043-0023** – Located at 335 North 100 East, Logan, UT 84321. Seeking partial exemption on building **acquired on June 16, 2005**.

The application has been reviewed and is complete. This organization serves charitable purposes. All personal property is used by the organization to provide recreational opportunities for youth and adults with disabilities. IRS letter indicates 501(c)(3) status. *The building includes an upstairs apartment, so we recommend a partial exemption of 67% from the purchase date based on charitable use.*

## FINDINGS OF FACT - UCA 59-2-1101

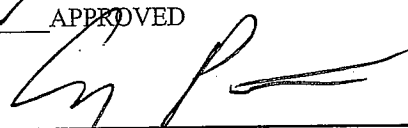
The Board finds on June 28, 2005, that this organization serves charitable purposes and the personal property affidavit as submitted, be granted a tax exemption status for the year 2005.

## NEW FINDINGS OF FACT - UCA 59-2-1101

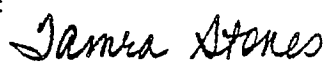
*The use of the newly acquired building is not exclusive as an upstairs apartment is being rented out. Therefore, tax exemption status of 67% from the purchase date is granted. Owner will be responsible for 33% of total tax due from the purchase date for tax year 2005.*

## DETERMINATION

APPROVED                       TABLED                       INTENT TO DENY

  
\_\_\_\_\_  
Cache County Council Chairman

12-13-05  
Date

Attested:  
  
\_\_\_\_\_  
Tamra Stones, BOE Clerk

# Development Services Cache County Corporation

179 North Main, Room 305  
Logan, Utah 84321

## Memorandum

To: Cache County Council  
From: Josh Runhaar, County Planner & Zoning Administrator  
Date: December 7, 2005  
Subjects: James Mitton Lot Split Subdivision  
Wellsville Mountain Reserve Subdivision

**James Mitton Lot Split Subdivision:** Lot Split Subdivision on 80.66 acres of property in the Agricultural Zone located at 3095 West 8200 South, east of Wellsville. The Planning Commission unanimously (6,0) recommended that this subdivision be approved by the County Council.

**Wellsville Mountain Reserve Subdivision:** 5-Lot subdivision on 33 acres of property in the Agricultural Zone located at 2475 West 6500 South, Mt. Sterling. The Planning Commission unanimously (6,0) recommended that this subdivision be approved by the County Council.

Attached:

James Mitton Lot Split Subdivision

- Planning Commission Evaluation
- Plat Map
- Proposed Plat

Wellsville Mountain Reserve Subdivision

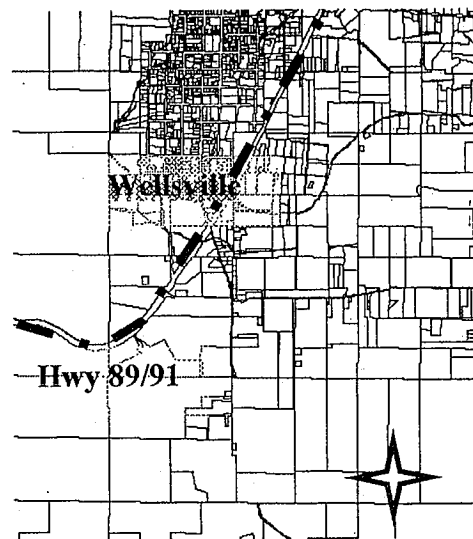
- Planning Commission Evaluation
- Plat Map
- Proposed Plat

# Development Services Cache County Corporation

Staff Report for the Planning Commission meeting of December 5, 2005

Subdivision for James Mitton located at approximately 2891 West 8200 South (Wellsville), TID #10-057-0003

<i>Project Name:</i>	James Mitton Lot Split Subdivision
<i>Agent:</i>	James & Dennis Mitton
<i>Project Address:</i>	2891 West 8200 South (Wellsville)
<i>Request:</i>	A Two (2) Lot Subdivision
<i>Current Zoning:</i>	Agriculture (A)
<i>Type of Action:</i>	Quasi-Judicial
<i>Staff Recommendation:</i>	Recommend Approval with Stipulations
<i>Surrounding Uses:</i>	North – Agriculture South – Agriculture East – Agriculture West – Agricultural



Site Location

## PROJECT

The applicant is requesting a lot split subdivision to divide a 80.66 acre lot into two (2) lots of 40.03 and 40.63 acres. The proposed subdivision is located south of Wellsville City, and to the east of both Twin Canyon Estates and Legacy Mountain Estates. The primary reason for this lot split subdivision is to allow for the placement of a seasonal cabin on Lot 1 of the subdivision. Staff has altered some of the typical requirements for this application due to the unique nature of the request including:

1. Only the portion of the parcel which the applicant desires to develop has been completely surveyed. Because of the size of the parcel, a complete survey on more than 80 acres was not deemed necessary with the understanding (recorded on the plat) that only those portions of the lot that were designated at this time would be developable, the remainder of Lot 1 and the entirety of Lot 2 would be unbuildable until they are fully surveyed.
2. The access to this site is accomplished through a 16-18 foot wide hard surfaced road. Typically this does not meet the State Fire Code standards, but as the intended use is a seasonal cabin, this access meets the requirements of the Fire Department. If any permanent residences are constructed on either Lots 1 or 2, a full road review will be required at that time.
3. The applicant has stated that water for this use is currently provided with a 1000 gallon storage tank while they are working on drilling a well. Because the use has been established with this water system, and because it is only a seasonal cabin, Staff is willing to work with the applicant to allow them the time required to finalize arrangements for the well.

Staff is not concerned with the access or water issues on this lot so long as the use is limited to a seasonal cabin only. If the lots are to be developed as residential lots, the Cache County Road Department, Fire Department, and the Zoning Administrator shall be required to approve any physical improvements required to sustain residential homes.

## AGENCY AND COUNTY DEPARTMENT COMMENTS

*Bear River Health Department:*

- The Site and soil conditions allow for the installation of a deep wall trench septic system with a maximum trench depth limited to 96 inches on both Lots 1 and 2.

*Cache County School District:*

- The nearest bus stop is located at 7304 South 3600 West (Wellsville).

James Mitton Lot Split Subdivision, Approximately 2891 West 8200 South (Wellsville)

*Cache County Fire District:*

- The 16 foot wide hard surface area is acceptable for a recreational use (seasonal cabin) only.

*Cache County Service Area #1*

- The container must be placed on an accessible road or the owner must make other arrangements for removal of trash.

**PUBLIC COMMENTS**

Notices were mailed to 8 property owners located within three hundred feet of the subject property. At the time the staff report was prepared, no written comments had been received by Staff.

**STAFF RECOMMENDATIONS**

*Action:* Staff recommends that the Planning Commission approve a motion to recommend that the County Council approve the James Mitton Lot Split Subdivision, a two (2) lot subdivision for property located at approximately 2891 West 8200 South, TIN # 10-057-0003.

*Stipulations:*

1. The lot split approval allows for only the placement of a seasonal cabin in the area labeled as developable. Any further development will be required to meet the requirements of the Cache County Road Department, Fire Department, and Zoning Administrator prior to the issuance of a zoning clearance.

**RECOMMENDED FINDINGS OF FACT**

The Planning Commission bases its decision on the following findings supported in the administrative record for this project.

1. The James Mitton Lot Split Subdivision has been revised and amended by the conditions of project approval to address the issues and concerns raised within the public and administrative records.
2. The James Mitton Lot Split Subdivision has been revised and amended by the conditions of project approval to conform to the requirements of Title 17 of the Cache County Code and the requirements of various departments and agencies.
3. The subdivision approval is issued in conformance with Title 17 of the Cache County Code.
4. The James Mitton Lot Split Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.

Respectfully submitted,

  
Josh Runhaar

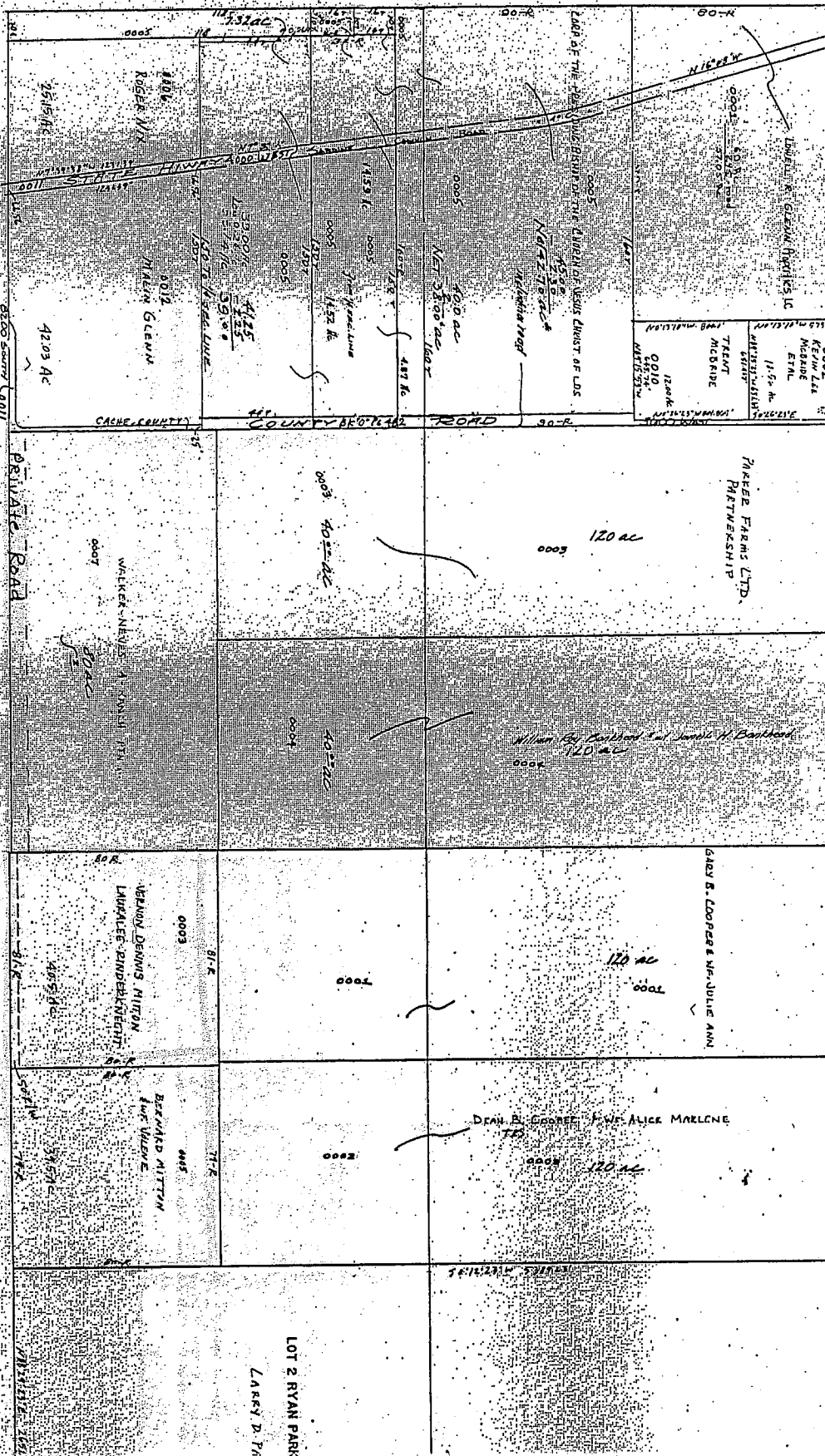
Cache County Planner & Zoning Administrator

Report Published: November 22, 2005

This staff report is an analysis of the application based on adopted County documents, standard County development practices, and available information. The report is to be used to review and consider the merits of the application prior to and during the course of the Planning Commission meeting. Additional information may be revealed by participants at the Planning Commission meeting which may modify the staff report. The Zoning Administrator reserves the right to supplement the material in the report with additional information at the Planning Commission meeting.

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SEE 10-005



SEE 10-006

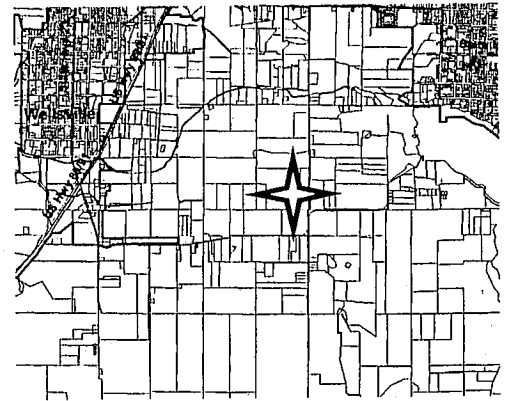
ENCLOSURE 1  
ENCLOSURE 2  
ENCLOSURE 3

SEE 10-008

# Development Services Cache County Corporation

*Staff Report for the Planning Commission meeting of  
December 5, 2005*

**Subdivision for MCANHP Properties Inc. located at  
approximately 6600 South 2400 West (Wellsville),  
TID #10-045-0016**



*Site Location*

*Project Name:* Wellsville Mountain Reserve  
Subdivision  
*Agent:* Matt Nielson  
*Project Address:* Approximately 6600 South 2400 West (Wellsville)  
*Request:* A Five (5) Lot Subdivision  
*Current Zoning:* Agriculture (A)  
*Type of Action:* Quasi-Judicial  
*Staff Recommendation:* Recommend Approval of Subdivision with Stipulations  
*Surrounding Uses:* North – Agriculture  
South – Agriculture  
East – Agriculture  
West – Agriculture

## **PROJECT**

*History:* There is currently a home on the proposed Lot 5 that will remain as part of this subdivision.

*Request:* The applicant is requesting a subdivision to create five (5) building parcels. Lots 1, 3, 4, and 5 are 5.5 acres in size, and Lot 2 is 10.38 acres in size. The proposed subdivision meets the minimum lot size requirements of §17.09.040 and the number of lots/ lot size requirements of §17.09.080 (there will be five lots from an original 1970 parent parcel).

*Water:* The applicant has submitted proof of unproofed water for 3 domestic water shares and water sufficient for 50 cattle and a purchase contract for 3 additional acre feet of water. Once the water is proofed (3 homes developed and 50 cattle maintained), the water right may be altered to allow for more homes in place of the cattle (16 cattle is roughly proportional to 1 domestic water share). Staff is not concerned with the water on this subdivision, and has worked with the developer to add notes on the plat that state that Lots 1 and 2 shall be restricted from residential development until domestic water is approved.

*Access:* This subdivision's access is provided by Meridian Road (2400 West), a two lane asphalt road with 28 feet of hard surface width. A private drive currently exists that provides access from Meridian Road to the home on the proposed Lot 5. This private drive will be enhanced so as to maintain a 50 foot wide right-of-way and a minimum 20 foot wide hard surface.

## **AGENCY AND COUNTY DEPARTMENT COMMENTS**

### *Bear River Health Department:*

- The soils appear to be feasible for septic systems, but because of the lot size, further testing will be required at the time of the building permit.

### *Cache County Road Department:*

- A dedication of 33 feet from the centerline of Meridian Road (2400 West) is required. The private road shall be a minimum of 20 feet wide and shall have a road clearance performed prior to the issuance of any building permits.

### *Cache County School District:*

- The nearest bus stop is located at 6600 South 2400 West (Wellsville).

### *Cache County Service Area #1*

- The container must be placed on an accessible road. If the containers are placed on the private drive, wavier forms shall be completed by the property owner(s) as required by the City of Logan Environmental Waste Department.

### **PUBLIC COMMENTS**

Notices were mailed to 4 property owners located within three hundred feet of the subject property. At the time the staff report was prepared, no written comments had been received by Staff.

### **STAFF RECOMMENDATIONS**

*Action:* Staff recommends that the Planning Commission approve a motion to recommend that the County Council approve the Wellsville Mountain Reserve Subdivision, a five (5) lot subdivision for property located at approximately 6600 South 2400 West, TIN # 10-045-0016.

#### *Stipulations:*

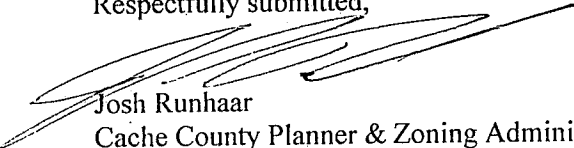
1. The applicant, or each subsequent owner, shall be required to provide approved culinary water shares prior to the issuance of a zoning clearance.
2. The applicant shall obtain wastewater permits prior to the issuance of a zoning clearance. If required by the Bear River Health Department, the applicant may be required to complete a more detailed soil review for each lot to determine the best placement of a septic system.
3. The applicant shall provide a dedication of 33 feet from the centerline of Meridian Road (2400 West).
4. The applicant shall ensure that all roads that provide an access to a lot(s) have a minimum hard surface width of 20 feet and that the turnaround meets the requirements of both the Cache County Road and Fire Departments.
5. Any further division of properties utilizing or extending the proposed private road may be considered as a major subdivision requiring further infrastructure or amenities including the paving of the entirety of the private road.

### **RECOMMENDED FINDINGS OF FACT**

The Planning Commission bases its decision on the following findings supported in the administrative record for this project.

1. The Wellsville Mountain Reserve Subdivision has been revised and amended by the conditions of project approval to address the issues and concerns raised within the public and administrative records.
2. The Wellsville Mountain Reserve Subdivision has been revised and amended by the conditions of project approval to conform to the requirements of Title 17 of the Cache County Code and the requirements of various departments and agencies.
3. The subdivision approval is issued in conformance with Title 17 of the Cache County Code.
4. The Wellsville Mountain Reserve Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. Meridian Road (2400 West), the road that provides access to the subject property, has an adequate capacity, or suitable level of service, for the proposed use.

Respectfully submitted,

  
Josh Runhaar  
Cache County Planner & Zoning Administrator  
Report Published: November 22, 2005  
Republished: December 7, 2005

This staff report is an analysis of the application based on adopted County documents, standard County development practices, and available information. The report is to be used to review and consider the merits of the application prior to and during the course of the Planning Commission meeting. Additional information may be revealed by participants at the Planning Commission meeting which may modify the staff report. The Zoning Administrator reserves the right to supplement the material in the report with additional information at the Planning Commission meeting.

# SECTION 12, TOWNSHIP 10 NORTH, RANGE 1 WEST

## SCALE 1 INCH = 6 CHAINS

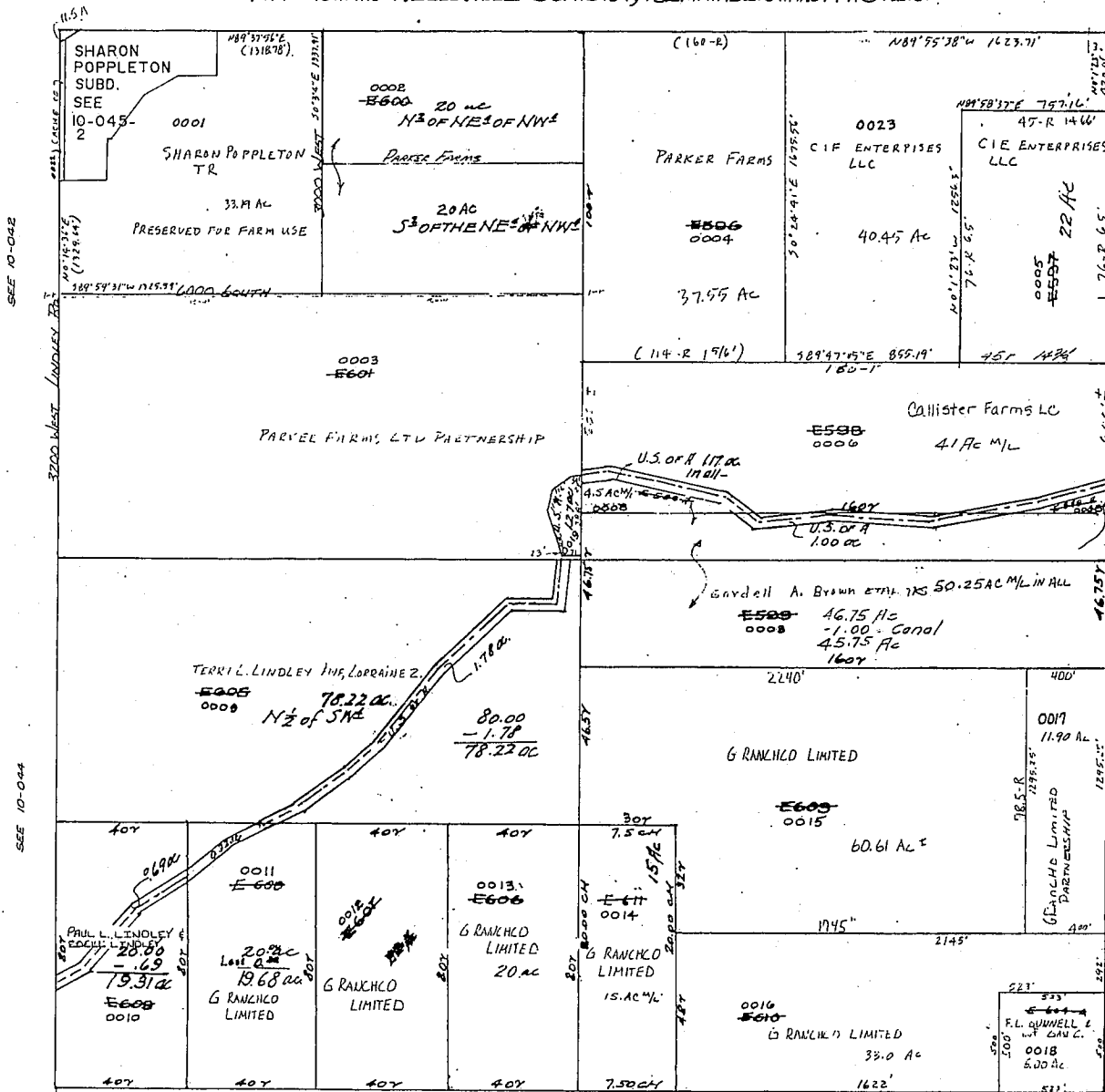
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045  
-1-

TAX UNIT 28

SEE 10-012

SEE 10-013

NW<sup>1/4</sup> is in the WELLSVILLE SCH. DIST, REMAINDER in the MT. STERLING



SEE 10-046

Emulsion ERI-25  
ALLINK HCL-200K  
4-23-1934 B.S.

26



The resolution is as follows:

RESOLUTION NO. 2005-37

RESOLUTION OF INDUCEMENT FOR NOT TO EXCEED \$8,000,000 OF INDUSTRIAL DEVELOPMENT REVENUE BONDS; APPROVING A MEMORANDUM OF AGREEMENT WITH CASPER'S ICE CREAM, INC., IN CONNECTION WITH THE ISSUANCE BY CACHE COUNTY OF ITS INDUSTRIAL DEVELOPMENT REVENUE BONDS TO FINANCE THE COSTS OF THE ACQUISITION AND CONSTRUCTION OF A BUILDING AND THE FURNISHING AND EQUIPPING OF SUCH BUILDING FOR USE AS A MANUFACTURING FACILITY (THE "PROJECT"); AUTHORIZING CASPER'S ICE CREAM, INC. TO ACQUIRE, CONSTRUCT, FURNISH AND EQUIP THE PROJECT TO BE FINANCED BY SUCH BONDS; AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF AGREEMENT BY AND BETWEEN CACHE COUNTY AND CASPER'S ICE CREAM, INC. WITH RESPECT TO FINANCING THE PROJECT; AUTHORIZING THE APPLICATION TO THE STATE OF UTAH FOR BOND VOLUME CAP ALLOCATION AND RELATED MATTERS.

WHEREAS, Cache County, Utah (the "Issuer") is authorized and empowered by the provisions of the Utah Industrial Facilities and Development Act, Chapter 17, Title 11, Utah Code Annotated 1953, as amended (the "Act") to issue revenue bonds for the purpose of protecting and promoting the health, welfare and safety of the citizens of the Issuer and the State of Utah (the "State") by assisting entities to finance, acquire, own, or lease a project for such purposes; and

WHEREAS, it is proposed that the Issuer finance a project within the meaning of the Act, constituting the acquisition and construction of a manufacturing facility and the improvement, equipping and furnishing of the manufacturing facility to be located in Cache County, Utah, and to be owned by Casper's Ice Cream, Inc., a Utah Corporation (the "Borrower"); and

WHEREAS, it has been represented to the Issuer that the Borrower is financially responsible to assume all obligations in connection with the Project, and is engaged in business activities that will protect and promote the health, welfare and safety of the citizens of the State; and

WHEREAS, to protect and promote the health, welfare and safety of the citizens of the Issuer and the State and to improve local health and the general welfare, the Issuer

proposes to assist the Borrower to construct, equip and furnish the Project and otherwise to finance the Project for the Borrower; and

WHEREAS, it is considered essential that the Project be initiated at the earliest practicable date, but, at the same time, the Borrower needs assurances from the Issuer that when the applicable conditions are met the Bonds will be issued to pay the costs of financing the Project; and

WHEREAS, the Issuer considers that the acquisition, rehabilitation, improvement, equipping and furnishing of the Project and the financing of the same for the Borrower will promote and further the purposes of the Act and the public purposes of the Issuer; and

WHEREAS, this resolution is intended to express an official intent to reimburse (the "Official Intent") to satisfy the requirements of the Income Tax Regulations of the United States Treasury Department with respect to the issuance of industrial development bonds and the reimbursement of costs paid by the Borrower with proceeds of tax exempt bonds.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Cache County, Utah as the governing body of the Issuer, as follows:

Section 1. The acquisition, construction, improvement, equipping and furnishing of the Project and the financing thereof by the Issuer, through the issuance of industrial development revenue bonds pursuant to the Act, will protect and promote the health, welfare and safety of the citizens of the State and the Issuer, and thereby serve the public purposes of the Act.

Section 2. In order to finance the Project consistent with the Memorandum of Agreement (the "Memorandum") attached hereto and made part hereof and identified as Exhibit A, with the resulting public benefits which will flow from the operation thereof, the Issuer will issue and sell its bonds (the "Bonds") pursuant to the provisions of the Act in a principal amount sufficient to pay all or a portion of the cost of financing the Project, together with costs incident to the authorization, sale and issuance of the Bonds (to the extent permitted by law), the aggregate cost of the Project and the cost of authorization, sale and issuance of the Bonds being presently estimated not to exceed \$8,000,000.

Section 3. The Issuer will (i) issue the Bonds in an amount not exceeding \$8,000,000 with the particular amount, maturities, fixed or variable interest rates, redemption terms and other terms and provisions to be determined by a further resolution of the Issuer; (ii) loan the Bond proceeds to the Borrower or otherwise finance the Project for the Borrower, pursuant to an agreement by and between the Issuer and the Borrower whereby the Borrower will be obligated, among other things, to make payments to the Issuer in amounts and at times so that such payments will be adequate to pay the principal of and premium, if any, and interest on all of the Bonds being issued for the Project; and (iii) require the Borrower to secure the Bonds in such manner as the Issuer and the Borrower deem appropriate. If the proceeds from the sale of the Bonds are insufficient to

finance the entire cost of the Project, the Issuer will, upon request of the Borrower and to the extent permitted by law, consider the issuance from time to time in the future of additional Bonds, whether on a parity with the Bonds or otherwise, for the purpose of paying the costs of completing the construction and equipping of the Project. The Issuer will not and cannot pledge its credit or taxing power for the payment of the Bonds or the financing of the Project.

Section 4. The proceeds of the Bonds will be used to finance the Project and to pay the costs incident to the authorization, sale and issuance, in one or more issues or series, of the Bonds.

Section 5. The Issuer will enter into a loan agreement with the Borrower to finance the Project as more fully described in the Memorandum. The form and substance of the proposed Memorandum (in substantially the form presented to this meeting) by and between the Issuer and the Borrower setting forth the undertakings of the Issuer and the Borrower with respect to the issuance of the Bonds and the providing of the Project are hereby approved. The Chair is hereby authorized on behalf of the Issuer, to execute and deliver the Memorandum and the County Clerk of the Issuer is hereby authorized to affix the seal of the Issuer thereto and to attest the same, in substantially the form thereof presented to this meeting, with such changes in terms and form as the Chair shall approve. The execution thereof by the Chair shall constitute conclusive evidence of the approval.

Section 6. Without obligating itself or the taxpayers of the Issuer, the Issuer hereby acknowledges that the Borrower may pay any of the costs of the Project from sources other than the Bonds (i) to acquire, construct, improve, equip and furnish the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, and in general to do all things which may be requisite or proper for completing the Project; and (iii) to prepare, publish and distribute an official statement or disclosure document with respect to the Bonds. In addition, the Borrower is hereby authorized to advance such funds as may be necessary to accomplish such purposes, and to the extent permitted by law, to reimburse itself therefor, but solely out of the proceeds of the Bonds, provided that the Issuer shall have no liability to the Borrower for any costs or funds so advanced if the Bonds are not issued.

Section 7. The officers, employees and agents of the Issuer are hereby authorized to work with the Borrower and others to prepare, for submission to the Issuer, all documents necessary to effect the authorization, issuance and sale of the Bonds.

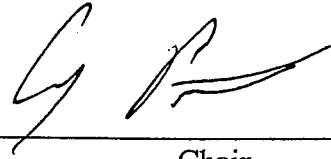
Section 8. The Chair and the County Clerk are hereby authorized and directed to distribute copies of this resolution and the Memorandum to the Borrower and to do such further things or perform such acts as may be necessary or convenient to implement the provisions thereof.

Section 9. The law firm of Ballard Spahr Andrews & Ingersoll, LLP is hereby appointed to serve as Bond Counsel to the Issuer with respect to the issuance of the Bonds.

Section 10. The officers, employees and agents of the Issuer are hereby authorized to participate in the preparation and submission of an application for a Volume Cap Allocation relating to the Bonds in accordance with the applicable provisions of Utah law. This application shall be submitted to the Governor's Office of Economic Development of the State of Utah for consideration by the Private Activity Bond Review Board. Although the Issuer will cooperate with the Borrower in an attempt to obtain an allocation of volume cap, no assurance can be given of the success of such efforts. All prior actions of the officers, employees and agents of the Issuer in receiving and executing such an application are hereby ratified.

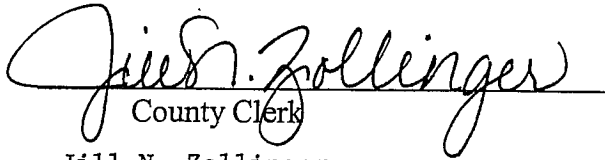
Section 11. This resolution shall take effect immediately upon its approval and adoption by the Council.

PASSED, APPROVED AND ADOPTED by the County Council of Cache  
County, Utah this 13<sup>th</sup> day of December, 2005.

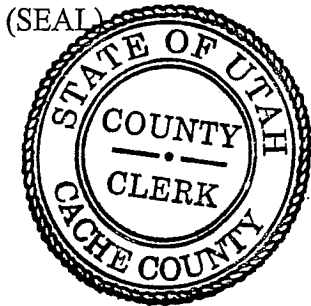


Chair  
H. Craig Petersen

ATTEST:

  
County Clerk

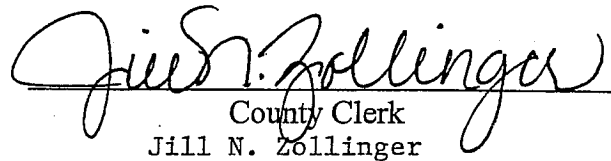
Jill N. Zollinger

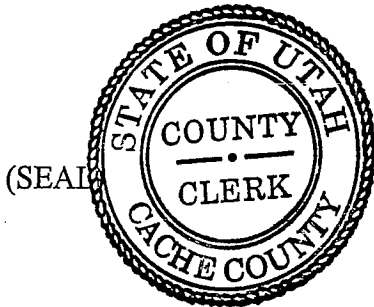


STATE OF UTAH            )  
                                  : ss.  
COUNTY OF CACHE        )

I, Jill N. Zollinger, the duly qualified and acting County Clerk of Cache County, Utah (the "Issuer"), do hereby certify according to the records of the Issuer's City Council (the "Council") in my possession that the foregoing constitutes a true, correct and complete copy of the minutes of the regular meeting of the Council held on December 13, 2005 as it pertains to a resolution (the "Resolution") adopted by the Council at said meeting, as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer this 13<sup>th</sup> day of December, 2005.

  
County Clerk  
Jill N. Zollinger



memorandum of Agreement with Casper's Ice Cream, Inc., in connection with the issuance by Cache County of its industrial development revenue bonds to finance the costs of the acquisition and construction of a building and the furnishing and equipping of such building for use as a manufacturing facility (The "Project"); authorizing Casper's Ice Cream Inc. to acquire, construct, furnish and equip the project to be financed by such bonds; and authorizing the execution and delivery of a memorandum of Agreement by and between Cache County and Casper's Ice Cream, Inc. with respect to financing the project; authorizing the application to the State of Utah for bond volume cap allocation and related matters. (attached)

- d. Discussion – Policy on Purchase Orders at Year End (attached)
- e. Discussion – Amendment to Personnel Policy & Procedures Section 6.11.2 - Health Insurance (attached)
- f. Resolution No. 2005-38 – Authorizing Executive to execute agreement with Leo Beus, et al
- g. Request from Development Services Department (addition of GIS employee)

13. County Initiatives


14. Other Business

- a. Election of Chairman and Vice Chairman of the County Council for 2006
- b. Council End of Year Social

15. Council Member Reports

EXECUTIVE SESSION – Dis

16. Adjourn



H. Craig Petersen, Chairman

\*Designated time for Special Interest Items

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

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

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

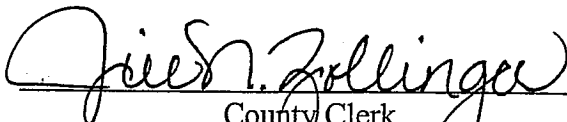
I, Jill N. Zollinger, the duly qualified and acting County Clerk of Cache County, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the December 13, 2005 public meeting held by the Issuer as follows:

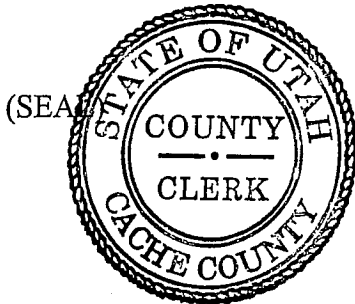
(A) By causing a Notice, in the form attached hereto as Schedule A, to be posted at the Issuer's principal offices on December 8, 2005, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting.

(B) By causing a Notice, in the form attached hereto as Schedule A, to be delivered to The Herald Journal, a newspaper of general circulation within the Issuer, on December 8, 2005, at least twenty-four (24) hours prior to the convening of the meeting, and to each local media correspondent requesting notice of the Council's meetings.

In addition, notice of the Council's 2005 annual meeting schedule has been posted at the office of the Council and provided to local media correspondents as provided by law.

IN WITNESS WHEREOF, I have hereunto subscribed my signature this 13<sup>th</sup> day of December, 2005.

  
County Clerk  
Jill N. Zollinger





SCHEDULE A

NOTICE OF MEETING

NOTICE OF THE ANNUAL CACHE COUNTY COUNCIL MEETING AND HOLIDAY SCHEDULE

PUBLIC NOTICE is hereby given that the 2005 meeting schedule of the Cache County Council is as follows:

JANUARY	11 <sup>th</sup> and 25 <sup>th</sup>	JULY	12 <sup>th</sup> and 26 <sup>th</sup>
FEBRUARY	8 <sup>th</sup> and 22 <sup>nd</sup>	AUGUST	9 <sup>th</sup> and 23 <sup>rd</sup>
MARCH	8 <sup>th</sup> and 22 <sup>nd</sup>	SEPTEMBER	13 <sup>th</sup> and 27 <sup>th</sup>
APRIL	12 <sup>th</sup> and 26 <sup>th</sup>	OCTOBER	11 <sup>th</sup> and 25 <sup>th</sup>
MAY	10 <sup>th</sup> and 24 <sup>th</sup>	NOVEMBER	8 <sup>th</sup> and 22 <sup>nd</sup>
JUNE	14 <sup>th</sup> and 28 <sup>th</sup>	DECEMBER	6 <sup>th</sup> and 13 <sup>th</sup>

Special meetings and emergency meetings may be called as necessary pursuant to State law.

Regular meetings of the Council will be held in the Multi Purpose Room, Cache County Administration Building, 179 North Main, Logan, Utah 84321 beginning at 5:00 p.m., unless notice is given otherwise.

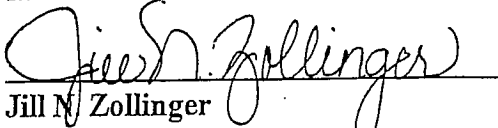
The following legal holidays will be observed in 2005 by Cache County Government: County offices, except emergency services shall be closed on these days:

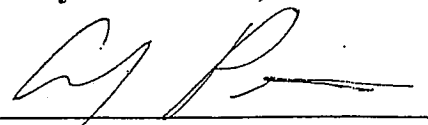
*DECEMBER(2004)	31 <sup>st</sup>	Friday	New Years Day
JANUARY	17 <sup>th</sup>	Monday	Human Rights Day
FEBRUARY	21 <sup>st</sup>	Monday	Presidents Day
MAY	30 <sup>th</sup>	Monday	Memorial Day
JULY	4 <sup>th</sup>	Monday	Independence Day
*JULY	25 <sup>th</sup>	Monday	Pioneer Day
SEPTEMBER	5 <sup>th</sup>	Monday	Labor Day
OCTOBER	10 <sup>th</sup>	Monday	Columbus Day
NOVEMBER	11 <sup>th</sup>	Friday	Veterans Day
NOVEMBER	24 <sup>th</sup>	Thursday	Thanksgiving Day
NOVEMBER	25 <sup>th</sup>	Friday	Preference Day
*DECEMBER	26 <sup>th</sup>	Monday	Christmas Day

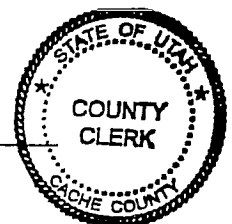
And all days which may be set apart by the President of the United States, or the Governor of this State by proclamation as days of Fast or Thanksgiving shall also be observed as legal holidays.

Witness my hand and official seal this 9<sup>th</sup> day of November, 2004.

Attest:

  
Jill M. Zollinger  
Cache County Clerk

  
H. Craig Petersen, Chairman  
Cache County Council



Publication Date: December 5, 2004

\*Note: January 1, 2005 falls on a Saturday - observed on Friday, December 31, 2004

July 24, 2005 falls on a Sunday - observed on Monday, July 25, 2005

Dec 25, 2005 falls on a Sunday - observed on Monday, Dec 26, 2005

EXHIBIT A

MEMORANDUM OF AGREEMENT

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Agreement") is between Cache County, Utah, a body corporate and politic and a legal subdivision of the State of Utah, whose address is 179 North Main Street, Logan, Utah 84321 (the "Issuer") and Casper's Ice Cream, Inc., a Utah corporation whose address is 11805 North 200 East, Richmond, Utah 84333 (the "Borrower").

### ARTICLE I

#### Preliminary Statement

Among the matters of mutual inducement which have resulted in the execution of this agreement are the following:

1.1 The Issuer is authorized and empowered by the provisions of the Utah Industrial Facilities and Development Act, Chapter 17, Title 11, Utah Code Annotated 1953 (the "Act") to issue its industrial development revenue bonds for the purpose of financing a "project" (as defined in the Act) upon such terms and conditions as the Issuer may deem advisable.

1.2 The purposes of the Act include the protection and promotion of health, welfare and safety of the citizens of the state of Utah. The Act vests the Issuer with all powers necessary to enable it to accomplish such purposes, including the power to issue industrial development revenue bonds (the "Bonds").

1.3 The Borrower has requested that the Issuer finance the cost of the acquisition and construction of a manufacturing facility to be located within the Issuer at approximately 11805 North 200 East in Richmond, Utah and the improvement, equipping and furnishing of the manufacturing facility (the "Project"), and otherwise finance the Project for the Borrower.

1.4 The Borrower hereby represents to the Issuer that (i) the financing of the cost of the Project, through the issuance of the Issuer's tax-exempt Bonds, will encourage and assist in providing an industrial facility; (ii) acquisition of the Project by the Borrower has not been consummated as of the date hereof; (iii) the loan payments required to be made to the Issuer by the Borrower will be sufficient to amortize the principal and interest on the Bonds, or credit enhancement will be obtained by the Borrower in a form acceptable to the Issuer and in an amount sufficient to satisfy such debt service; (iv) the transactions contemplated are not primarily for the purpose of directly or indirectly refinancing the obligations of or providing working capital and other funds for the Borrower or any related entity of the Borrower; (v) based on current best estimates, the proceeds of the Bonds will not be in excess of the costs of financing the Project; (vi) the Borrower agrees, in accordance with the Act, to provide for the payment of ad valorem taxes and all other taxes, fees and assessments associated with the Project; and (vii) the Project will constitute a "project" as defined in the Act.

1.5 The Issuer has determined that the acquisition, construction, improvement, equipping and furnishing of the Project and the financing for the Borrower will promote and further the purposes of the Act.

1.6 On December 13, 2005, the Issuer adopted a resolution (the "Resolution") agreeing to undertake such financing in order to assist the Borrower and to effectuate the purposes of the Act and, subject to the happening of all acts, conditions and things required precedent to such financing, to issue and sell its Bonds in an aggregate principal amount not exceeding \$8,000,000 to pay the costs of the Project and expenses incidental thereto.

1.7 In the Resolution the Issuer authorized the Borrower to acquire, construct, improve, equip and furnish the Project, all subject to the terms and conditions stated in the Resolution and this Agreement.

## ARTICLE II

### Undertakings on the Part of the Issuer

Based upon the statements, representations and undertakings of the Borrower and subject to the conditions set forth herein, the Issuer agrees as follows:

2.1 The Issuer will authorize, sell and deliver Bonds, pursuant to the terms of the Act, in an aggregate principal amount not to exceed \$8,000,000 for the purpose of financing the cost of the Project. The Bonds shall not be guaranteed by the Issuer nor secured with a pledge of the credit of the Issuer and the purchasers of the Bonds shall not in any event have recourse against the general funds or general credit of the Issuer. The Issuer does not and shall not warrant that the amount of the proceeds of the Bonds will be sufficient to pay all of the costs of the Project.

2.2 The Issuer will adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) the authorization, issuance and sale of the Bonds; and (ii) the financing of the Project for the Borrower all as shall be authorized by law and be mutually satisfactory to the Issuer and the Borrower.

2.3 The Issuer will enter into a loan agreement to finance the Project for the Borrower (the "Loan Agreement"). The Loan Agreement shall obligate the Borrower to make aggregate basic payments in an amount at least sufficient to pay the principal of and interest and premium, if any, on the Bonds issued with respect to the Project as and when the same shall become due and payable. The Loan Agreement may also require the Borrower to furnish credit enhancement in a form acceptable to the Issuer and in an amount sufficient to meet such debt service requirements. The Loan Agreement shall contain provisions required by law and such other provisions as shall be mutually acceptable to the Issuer and the Borrower, including any notes, mortgages, trust deeds or other security instruments required by the financing arrangement or transaction.

2.4 The Borrower is hereby authorized by the Issuer (i) to acquire, construct, improve, equip and furnish the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, and in general to do all things which may be requisite or proper for completing the Project; and (iii) to prepare, publish and distribute an Official Statement or a private placement disclosure document with respect to the Bonds. In addition, the Borrower is hereby authorized to advance such funds as may be necessary to accomplish such purposes and, to the extent permitted by law, to reimburse itself therefor out of the proceeds of the Bonds issued with respect to the Project; provided that the Issuer shall have no liability to the Borrower for any costs or funds so advanced if the Bonds are not issued.

2.5 If the proceeds from the sale of Bonds referred to in Section 2.1 hereof are insufficient to finance the entire costs of the Project, the Issuer will, upon request of the Borrower and to the extent then permitted by law, consider the issuance from time to time in the future of additional bonds, whether on a parity with such issue of Bonds or otherwise, for the purpose of paying the costs of completing the acquisition, construction, improvement, equipping and furnishing of the Project.

2.6 The Issuer will take or cause to be taken such other acts, and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

### ARTICLE III

#### Undertakings on the Part of The Borrower

Based upon the statements, representations and undertakings of the Issuer and subject to the conditions set forth herein, the Borrower agrees as follows:

3.1 As a condition precedent to the issuance of the Bonds to finance the Project, the Borrower will obtain a firm commitment for the sale or the underwriting of sale of the entire issue of said Bonds, and will cause a bond purchase agreement to be submitted to the Issuer for approval and execution.

3.2 The Borrower will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the acquisition, construction, improvement, equipping and furnishing of the Project, and on the terms and conditions set forth in the Loan Agreement.

3.3 Contemporaneously with the delivery of the Bonds, the Borrower will enter into the Loan Agreement with the Issuer containing the terms and conditions described in Section 2.3 hereof.

3.4 (a) The Borrower shall indemnify and hold the Issuer harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the Issuer's participation in the matters described herein, including without limitation, (i) labor, services, materials and supplies, including equipment,

ordered or used in connection with the construction, improvement, equipping and furnishing of the Project (including any expenses incurred by the Issuer in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Borrower acting pursuant to the authority conferred upon it by Section 2.4 hereof or otherwise, and/or (ii) any untrue statement or alleged untrue statement of a material fact included in the preliminary official statement relating to the Bonds, the final official statement relating to the Bonds or any other disclosure document relating to the Bonds or the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The Borrower shall indemnify and hold the Issuer harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever in relation to the Project, including any expenses incurred by the Issuer in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The Borrower shall secure the Bonds in such manner as the Issuer and the Borrower deem appropriate.

3.5 The Borrower will take such further action and adopt such further proceedings as may be required to implement this aforesaid undertakings or as is deemed appropriate in pursuance thereof.

## ARTICLE IV

### General Provisions

4.1 All commitments of the Issuer under Article II hereof and of the Borrower under Article III hereof (except those set forth in Section 3.4) are subject to (i) the obtaining of all necessary governmental permits and approvals, including compliance with the Issuer's land use conditions and planning and zoning requirements, and (ii) the condition that the Issuer and the Borrower shall have agreed upon mutually acceptable terms for the Bonds for the Project and for the sale and delivery thereof, mutually acceptable terms and conditions for the Loan Agreement, and any other document or instrument required or necessary for the financing transactions contemplated hereunder. If mutually acceptable terms and conditions for all aspects of the bond transaction contemplated hereunder cannot be reached, this Agreement shall be void (except for the provisions of Section 3.4 hereof, which shall survive), and except for the provisions hereof and of Section 4.2, the Borrower or the Issuer shall have no obligations or liabilities hereunder. The execution of this Agreement by the Issuer shall not be considered as an approval of the Project with respect to the Issuer's planning, zoning and land use development requirements.

4.2 The Borrower agrees that it will reimburse the Issuer for all reasonable and necessary expenses which the Issuer may incur as a consequence of

executing this Agreement or performing its obligations hereunder as such expenses relate to the Project.

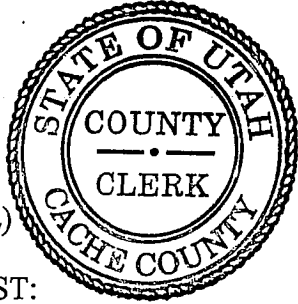
4.3 The Issuer will not and cannot guarantee the Bonds or pledge its credit or taxing power to secure the Bonds.

4.4 The Issuer hereby agrees to cooperate with the Borrower in making application to the State of Utah for a Volume Cap Allocation for the Bonds. No assurance can be given that the State will allocate volume cap in response to the application of the Issuer.




IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 13<sup>th</sup> day of December, 2005.

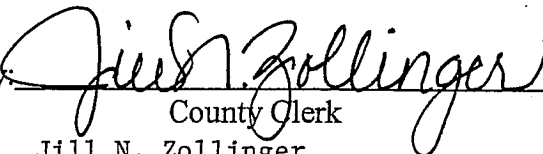
CACHE COUNTY, UTAH



(SEAL)

ATTEST:

By:   
Chair  
H. Craig Petersen, Chairman

By:   
County Clerk  
Jill N. Zollinger

CASPER'S ICE CREAM, INC.

By: \_\_\_\_\_  
President

Logan City, Utah

December 13, 2005

The County Council (the "Council") of Cache County, Utah (the "County"), met in regular session at the regular meeting place of the Council at 179 North Main Street in Logan City, Utah at 5:00 p.m. on December 13, 2005, with the following members present:

H. Craig Petersen	Chair
Cory Yeates	Vice Chair
S. Brian Chambers	Councilmember
Darrel L. Gibbons	Councilmember
John A. Hansen	Councilmember
Kathy Robison	Councilmember
Gordon A. Zilles	Councilmember

Also present:

M. Lynn Lemon	County Executive
Jill N. Zollinger	County Clerk
N. George Daines	County Attorney

Absent: None

The Chair stated that the meeting was called pursuant to notice for the purpose, among other things, of approval of a resolution of inducement for up to \$8,000,000 of Industrial Development Revenue Bonds of the County. The following resolution was then introduced, in written form, whereupon Councilmember Gibbons moved that such resolution be adopted. The motion was seconded by Councilmember Zilles, and adopted by the following vote:

Aye:	Petersen	Hansen
	Yeates	Robison
	Chambers	Zilles
	Gibbons	
Nay:	None	

CACHE COUNTY  
CORPORATION

**M. LYNN LEMON**  
COUNTY EXECUTIVE/SURVEYOR  
179 N. MAIN SUITE 309  
LOGAN, UTAH 84321  
Tel 435-716-7171  
Fax 435-716-7172

**COUNTY COUNCIL**  
H. CRAIG PETERSEN  
DARREL L. GIBBONS  
CORY YEATES  
JOHN A. HANSEN  
KATHY ROBISON  
BRIAN CHAMBERS  
GORDON A. ZILLES

December 8, 2005

TO: Cache County Council

FROM: M. Lynn Lemon

SUBJECT: Change in withholding premiums for health insurance.

Based on requests from a number of employees and follow-up requests from members of the County Council, the employee's portion of premiums for health insurance will be withheld from two pay periods rather than one beginning on December 16, 2005. (See letter to All Cache County Employees from Jim Smith, Human Resource Director)

The Personnel Policy and Procedures Manual, Section 6.11.2 will be changed so that the third sentence reads: "Premiums for health insurance are withheld from the employee's first two paychecks of each month."

6 December 2005

To: All Cache County Employees *mhr 12/8/05*

From: Jim Smith  
Human Resource Director

Subject: New withholding schedule for medical insurance premiums

*Pat*  
*Please copy*  
*County Council*

Good News! Beginning with the December 16<sup>th</sup>, 2005 paycheck, your medical insurance premiums will once again be withheld on a biweekly basis rather than on a monthly basis.

Based on the insurance carrier's policy, the county is still required to pay the medical insurance premiums a month in advance. However, beginning with the December 16<sup>th</sup>, 2005 paycheck one-half of your January 2006 premium will be withheld. The other half of the January premium will be withheld from your December 30<sup>th</sup>, 2005 paycheck, thus keeping your premiums in line with the insurance carrier's requirement. Each month thereafter, the first two paychecks of the month will have one-half of your medical insurance premium withheld for the next upcoming month.

You should note that when a month has three pay periods in it (i.e., June & December 2006), the medical insurance premium will only be withheld from the first two paychecks of the month, and the third paycheck will have no medical insurance withholding. This adjustment in the medical benefits program should make it simpler and easier for you and your family as you endeavor to manage your finances.

Regarding employees who leave the county's employment, one of the following will apply:

- If, for any reason, an employee leaves the county's employment *between the first of the month and the first paycheck*, no medical premiums will be withheld from the employee's final paycheck and medical insurance coverage will terminate on the last day of the month in which the employee left the county's employment.
- If, for any reason, an employee leaves the county's employment *between the first and second paycheck of the month*, the employee's half of the medical premium will be refunded in their final paycheck. Medical insurance coverage will then terminate on the last day of the month in which the employee left the county's employment.
- If, for any reason, an employee leaves the county's employment *between the second paycheck and the end of the month*, the medical insurance coverage will then continue through the end of the next month and no refund will be issued.

Currently, dental insurance premiums, flexible spending account (FSA) monies, life insurance premiums, and 401k monies are withheld on a biweekly basis and will not be affected by this medical insurance premium adjustment. If you should have any questions regarding this subject, contact Human Resources at 716-8357 or 716-7169.

CACHE COUNTY  
RESOLUTION NO. 2005-38

A RESOLUTION APPROVING AN AGREEMENT BETWEEN CACHE COUNTY AND LEO  
BEUS, ET AL

The County Council of Cache County, Utah, in regular meeting, lawful notice of which has been given, finds that it is in the best interests of the citizens of Cache County to enter into an Agreement between Cache County and Leo Beus, et al.


NOW, THEREFORE BE IT RESOLVED that the Cache County Executive is hereby authorized to execute the Agreement between Cache County and Leo Beus, et al as stated in "Exhibit A" attached hereto and made a part hereof.

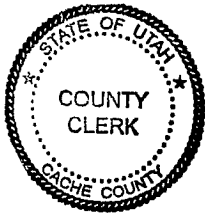
This Resolution shall take effect immediately upon adoption.

DATED this 13th day of December 2005.

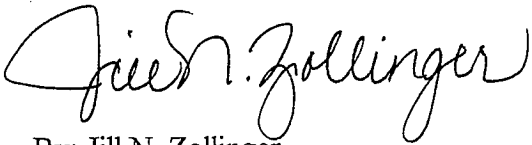
CACHE COUNTY COUNCIL

By:

  
H. Craig Petersen, Chairman



ATTEST:



By: Jill N. Zollinger  
Cache County Clerk

CACHE COUNTY  
CORPORATION

**M. LYNN LEMON**  
COUNTY EXECUTIVE/SURVEYOR

179 N. MAIN SUITE 309  
LOGAN, UTAH 84321  
Tel 435-716-7171  
Fax 435-716-7172

AMENDED  
December 8 , 2005

**COUNTY COUNCIL**  
H. CRAIG PETERSEN  
DARREL L. GIBBONS  
CORY YEATES  
JOHN A. HANSEN  
KATHY ROBISON  
BRIAN CHAMBERS  
GORDON A. ZILLES

Public Notice is hereby given that the Cache County Council of Cache County, Utah will hold a Regular Meeting in the **Cache County Administration Building, 179 North Main, Logan, Utah 84321** at 5:00 p.m. on **TUESDAY, DECEMBER 13, 2005.**

- 5:00
1. Call to Order
  2. Remarks – Gordon Zilles
  3. Pledge of Allegiance
  4. Review and approval of agenda
  5. Review and approval of minutes (December 6, 2005)
  6. Report of County Executive
    - a. Appointments
    - b. Warrants
    - c. Other Items
  7. Unit or Committee Reports
  8. Items of Special Interest
  9. Budgetary Matters
    - a. Transfers - Intra Department (8 attached)
    - b. Transfers - Inter Department
  10. Public hearings, Appeals and Board of Equalization matters
    - a. Tax Exemption Request (attached)
  11. Pending Action
    - a. Update on County Block Projects
    - b. Update on Jail Landscaping
    - c. Update on Status of Beus Matter
  12. Initial proposal for consideration of action
    - a. Final Plat Approval – James Mitton Lot Split Subdivision (attached)
    - b. Final Plat Approval – Wellsville Mountain Reserve Subdivision (attached)
    - c. Resolution No. 2005-37 – Inducement for not to exceed \$8,000,000 of Industrial Development Revenue Bonds; approving a