

REQUEST FOR INTRA-DEPARTMENTAL BUDGET TRANSFER

DEPARTMENT: Airport  
DATE: 2/21/2006

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

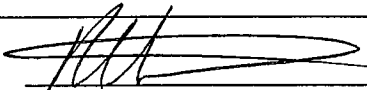
Transfer From ---  
Line Item No. : 77-4460-730  
Fund Designation: Improvements

Original Budget: \$27,441.00  
Current Budget: \$27,441.00  
Expenditures to date: \$0.00  
Balance before transfer: \$27,441.00  
Balance after Transfer: \$24,441.00

Transfer To ---  
Line Item No. : 77-4460-740  
Fund Designation: Capitalized Equipment

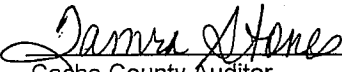
Original Budget: \$0.00  
Current Budget: \$0.00  
Expenditures to date: \$0.00  
Balance before transfer: \$0.00  
Balance after Transfer: \$3,000.00

Description of needs and purpose of transfer ---  
To cover purchase of fire truck from Provo City.

  
Department Head

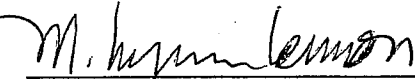
Recommendation: [] Approval [ ] Disapproval  
Comments:

Date: 2/21/2006

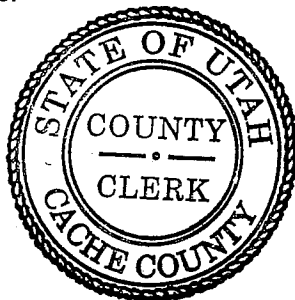
  
Cache County Auditor

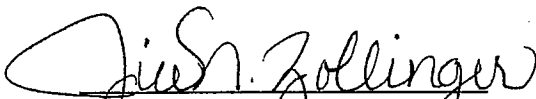
Recommendation: [] Approval [ ] Disapproval  
Comments:

Date: 2/28/06

  
Cache County Executive

Consented by the Cache County Council meeting in regular session on the 28<sup>th</sup> day of  
February, 2006.



  
Cache County Clerk

RESOLUTION NO. 2006-08

A RESOLUTION APPROVING THE CREATION OF AN AGRICULTURE PROTECTION AREA.

The Cache County Council of Cache County, Utah, in a regular meeting, lawful notice of which as been given, finds that the legal requirements for the creation of an agriculture protection area have been met; and, therefore, that the proposal filed by Jay Rinderknecht, Joseph O'Dell Rinderknecht, Judy R. Baldwin, and Michael H. & Susan R. Williams should be approved.

THEREFORE, the Cache County Council hereby adopts the following resolution:

BE IT RESOLVED that:

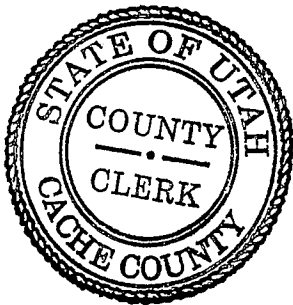
The proposal filed with Cache County by Jay Rinderknecht, Joseph O'Dell Rinderknecht, Judy R. Baldwin, and Michael H. & Susan R. Williams on December 14, 2005 to create an agriculture protection area on 20.8 acres of real property located at:

See "EXHIBIT A" Attached Hereto and Made a Part Hereof.

is hereby approved.

This resolution shall become effective immediately upon adoption

DATED this 28 Day of February 2006 .



CACHE COUNTY COUNCIL

By: Cory Yeates, Chairman

ATTEST TO:

Jill N. Zollinger, Cache County Clerk

Ent 911312 Bk 1395 Pg 545  
Date 1-Mar-2006 3:45PM Fee \$0.00  
Michael Gleed, Rec. - Filed By SP  
Cache County, UT  
For CACHE COUNTY

**Tax Roll Information**

Wednesday, March 01, 2006

For 02-004-0013

3:32PM

Owner Name & Address

Owners List

Parcel 02-004-0013 Entry 899556  
 Name RINDERKNECHT, JAY  
 C/O Name  
 Address 1 PO BOX 11  
 Address 2  
 City State Zip PARADISE UT 84328  
 District 028 COUNTY OUTSIDE  
 Year 2006 Status TX

1	RINDERKNECHT, JAY	899556	1372/245
2	BALDWIN, MARK & JUDY	0	0/0
3	RINDERKNECHT, JOSEPH O`DELL aka J ODELL	615486	641/996
5	WILLIAMS, MICHAEL & SUSAN	0	0/0
6	RINDERKNECHT, KIM & ANNETTE	0	0/0

Property Address

Address  
 City  
 Tax Rate 0.009031

\*\*\*\*\* PROPERTY INFORMATION \*\*\*\*\*

		2005		2006	
LG	LAND GREENBELT	UNITS/ ACRES	MARKET	TAXABLE	MARKET
		13.30	241,395	5,720	241,395
	Totals		241,395	5,720	241,395

\*\*\*\*\* BUILDING & TAX INFORMATION \*\*\*\*\*

Square Footage: 0	Taxes for: 2005	52.07
Year Built: 0	Taxes for: 2006	51.66
Building Type:	Special Tax:	0.00
	Abatements:	0.00
	Payments: (	0.00 )
	Balance Due:	51.66

\*\*\*\*\* BACK TAX SUMMARY \*\*\*\*\*

NO BACK TAXES

CACHE COUNTY TREASURER/DEPUTY

Signature

\*\*\*\*\* LEGAL DESCRIPTION \*\*\*\*\*

Property Address:

Current Year:

BEG AT PT .25 CH W OF PT 14.48 CH SOF NE COR OF SW/4 SEC 2 T 11N R 1E  
 [MAG.-VAR.17\*E] 9.85 CH W 3.20 CH SWLY 11.40 CH TO PT 9.50 CH W OF/4 SEC LINE N  
 80\*W 4 CH NELY TO INTERSEC OF S LINE OF ST [4 RDS WIDE] WITH E BANK OF CANAL AT PT  
 9.25 CH W OF BEG E 9.25 CH TO BEG 13.30 AC B775

Next Year:

Next Year Legal Description Same as Current Year

Ent 911312 Bk 1395 Pg 546

\*\*\*\*\* End of Report \*\*\*\*\*

**Cache County Corporation  
Tax Roll Information**

Wednesday, March 01, 2006

For 02-004-0014

3:33PM

Owner Name & Address

Owners List

Parcel 02-004-0014 Entry 465745  
 Name WILLIAMS, MICHAEL H & SUSAN R  
 C/O Name  
 Address 1 1775 E 1080 N  
 Address 2  
 City State Zip LOGAN UT 84341  
 District 028 COUNTY OUTSIDE  
 Year 2006 Status TX

1 WILLIAMS, MICHAEL H & SUSAN R  
 465745 328/302  
 2 BALDWIN, MARK & JUDY R

Property Address

Address  
 City  
 Tax Rate 0.009031

\*\*\*\*\* PROPERTY INFORMATION \*\*\*\*\*

		2005		2006		
LG	LAND GREENBELT	UNITS/ ACRES	MARKET	TAXABLE	MARKET	TAXABLE
		2.60	47,190	1,120	47,190	1,120
Totals			47,190	1,120	47,190	1,120

\*\*\*\*\* BUILDING & TAX INFORMATION \*\*\*\*\*

Square Footage: 0  
 Year Built: 0  
 Building Type:

Taxes for: 2005 10.20  
 Taxes for: 2006 10.11  
 Special Tax: 0.00  
 Abatements: 0.00  
 Payments: ( 0.00 )  
 Balance Due: 10.11

\*\*\*\*\* BACK TAX SUMMARY \*\*\*\*\*

NO BACK TAXES

CACHE COUNTY TREASURER/DEPUTY

Signature

\*\*\*\*\* PARCEL HISTORY SECTION \*\*\*\*\*

328/303

\*\*\*\*\* LEGAL DESCRIPTION \*\*\*\*\*

Property Address:

Ent 911312 Bl 1395 Pg 547

Current Year:

BEG AT PT .25 CH W OF PT 10.18 CH NOF SE COR OF SW/4 OF SEC 2 T 11N R 1E N 5.65 CH  
 W 3.20 CH SWLY 6.20 CH TO A PT 6 CH W OF BEG E 6 CH TO BEG 2.60 AC B776

Next Year:

Next Year Legal Description Same as Current Year

**Cache County Corporation  
Tax Roll Information**

Wednesday, March 01, 2006

For 02-005-0003

3:34PM

Owner Name & Address

Owners List

Parcel 02-005-0003 Entry 465745  
 Name WILLIAMS, MICHAEL H & SUSAN R  
 C/O Name  
 Address 1 1775 E 1080 N  
 Address 2  
 City State Zip LOGAN UT 84341  
 District 028 COUNTY OUTSIDE  
 Year 2006 Status TX

1 WILLIAMS, MICHAEL H & SUSAN R  
 465745 328/302  
 2 BALDWIN, MARK & JUDY R

Property Address

Address  
 City  
 Tax Rate 0.009031

\*\*\*\*\* PROPERTY INFORMATION \*\*\*\*\*

		2005		2006	
LG		UNITS/ ACRES	MARKET TAXABLE	MARKET TAXABLE	
	LAND GREENBELT	4.90	59,290 2,105	59,290 2,110	
	Totals		59,290 2,105	59,290 2,110	

\*\*\*\*\* BUILDING & TAX INFORMATION \*\*\*\*\*

Square Footage: 0	Taxes for: 2005	19.16
Year Built: 0	Taxes for: 2006	19.06
Building Type:	Special Tax:	0.00
	Abatements:	0.00
	Payments: (	0.00 )
	Balance Due:	19.06

\*\*\*\*\* BACK TAX SUMMARY \*\*\*\*\*

NO BACK TAXES

CACHE COUNTY TREASURER/DEPUTY

Signature

\*\*\*\*\* PARCEL HISTORY SECTION \*\*\*\*\*

328/303

\*\*\*\*\* LEGAL DESCRIPTION \*\*\*\*\*

Property Address:

Ent 911312 Bk 1395 Pg 548

Current Year:

BEG AT A PT 950 FT S OF NW COR OF SE/4 OF SEC 2 T 11N R 1E; E 295 FT TO W BANK OF CANAL SW'LY FOLL SD CANAL TO A PT 1069 FT S OF BEG N 1069 FT TO BEG 4.90 ACRES B769A

Next Year:

Next Year Legal Description Same as Current Year

February 28, 2006

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 February 28, 2006, with the following members present:

Cory Yeates	Chair
John A. Hansen	Vice Chair
S. Brian Chambers	Councilmember
Darrel L. Gibbons	Councilmember
H. Craig Petersen	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 \$3,000,000 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 Robison, and adopted by the following vote:

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

The resolution is as follows:

RESOLUTION NO. 2006-09

RESOLUTION OF INDUCEMENT FOR NOT TO EXCEED \$3,000,000 OF INDUSTRIAL DEVELOPMENT REVENUE BONDS; APPROVING A MEMORANDUM OF AGREEMENT WITH LOWER FOODS, 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 LOWER FOODS, 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 LOWER FOODS, 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 Lower Foods, 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 \$3,000,000.

Section 3. The Issuer will (i) issue the Bonds in an amount not exceeding \$3,000,000 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.

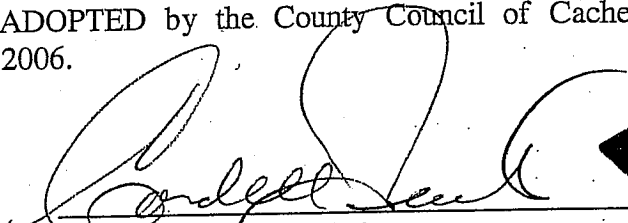
Section 8. The Chair and the County Clerk are hereby authorized and directed to distribute copies of this resolution and the Memorandum to the Borrower and to do such further things or perform such acts as may be necessary or convenient to implement the provisions thereof.

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.

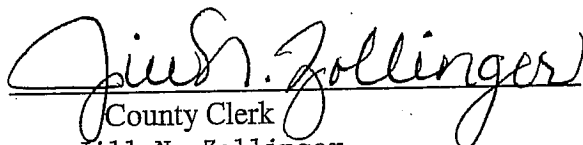
Section 10. The officers, employees and agents of the Issuer are hereby authorized to participate in the preparation and submission of an application for a Volume Cap Allocation relating to the Bonds in accordance with the applicable provisions of Utah law. This application shall be submitted to the 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.

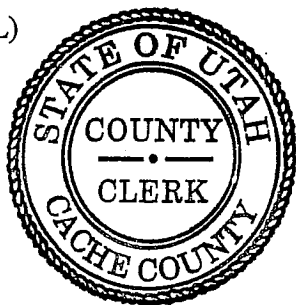
PASSED, APPROVED AND ADOPTED by the County Council of Cache County, Utah this 28th day of February, 2006.

  
Cory Yeates, Chair

ATTEST:

  
County Clerk  
Jill N. Zollinger

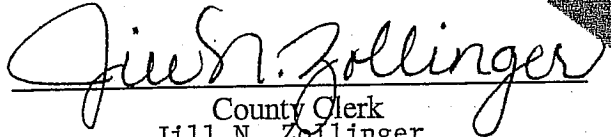
(SEAL)

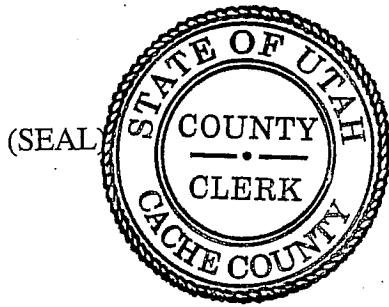


STATE OF UTAH                    )  
  : ss.  
COUNTY OF CACHE            )

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 County 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 February 28, 2006 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 28th day of February, 2006.

  
County Clerk  
Jill N. Zollinger



CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

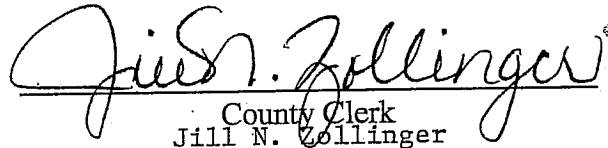
I, Jill N. Zollinger, the duly qualified and acting County Clerk of Cache County, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the February 28, 2006 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 February 23, 2006, 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.

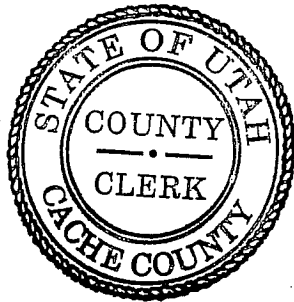
(B) By causing a Notice, in the form attached hereto as Schedule A, to be delivered to The Herald Journal, a newspaper of general circulation within the Issuer, on February 23, 2006, at least twenty-four (24) hours prior to the convening of the meeting, and to each local media correspondent requesting notice of the Council's meetings.

In addition, notice of the Council's 2006 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 28th day of February, 2006.

  
County Clerk  
Jill N. Zollinger

(SEAL)



SCHEDULE A

NOTICE OF MEETING

CACHE COUNTY  
CORPORATION

M. LYNN LEMON  
COUNTY EXECUTIVE/SURVEYOR

199 N. MAIN  
LOGAN, UTAH 84321  
Tel 435-716-7171  
Fax 435-716-7172

February 23, 2006

COUNTY COUNCIL  
CORY YEATES  
H. CRAIG PETERSEN  
DARREL L. GIBBONS  
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 Historic Courthouse, 199 North Main, Logan, Utah 84321** at 5:00 p.m. on **TUESDAY, FEBRUARY 28, 2006.**

- 5:00
1. Call to Order
  2. Opening/Pledge – H. Craig Petersen
  4. Review and approval of agenda
  5. Review and approval of minutes (February 14, 2006)
  6. Report of County Executive
    - a. Appointments
    - b. Warrants
    - c. Other Items
  7. Unit or Committee Reports
- 5:10
- a. Cache County Recorder's Report – Michael Gleed
  8. Items of Special Interest
- 5:20\*
- a. Cache Valley Center For the Arts Annual Report – Wally Boss (attached)
- 5:35\*
- b. Children's Victim Services Report – Terryl Warner (attached)
- 6:05\*
- c. RS2477 Roads Presentation – Cache County Attorney's Road Advisory Group
9. Budgetary Matters
- a. Transfers - Intra Department (1 attached)
  - b. Transfers - Inter Department
10. Public hearings, Appeals and Board of Equalization matters
- a. Set Public Hearing – February 28, 2006 – 6:00 p.m. – Open 2006 Budget
  - a. Set Public Hearing – March 28, 2006 – 6:00 pm. - To amend the Land Use Ordinance, Chapter 17.08.020, Schedule of Uses by Zones of the Land Use Ordinance to alter the Veterinary Clinic Use to allow for the Agricultural Zone to be conditionally permitted instead of only permitted as a small business.

- 6:00\*\* b. Public Hearing – Request for Agricultural Protection Area – Jay Rinderknecht, Joseph O'Dell Rinderknecht, Judy R. Baldwin, Michael H. & Susan R. Williams

11. Pending Action

- a. Discussion – Cache County Government Long Range Plans – Set Date
- b. Discussion – Contribution to Hyrum Library/Museum Project (attached)

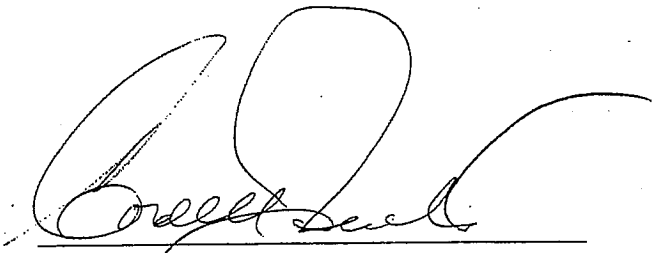
12. Initial proposal for consideration of action

- a. Resolution No. 2006-08– Approving a Request for Agricultural Protection Area – Jay Rinderknecht, Joseph O'Dell Rinderknecht, Judy R. Baldwin, Michael H. & Susan R. Williams (attached)
- b. Resolution No. 2006-09 – Resolution of Inducement for not to exceed \$2,500,000.00 of Industrial Development Revenue Bonds, approving a memorandum of Agreement with Lower Foods, inc., in connection with the issuance by Cache County of its Industrial Development Revenue Bonds to finance the furnishing and equipping of such building for use as a manufacturing facility (the “Project”), authorizing Lower Foods, inc. to acquire, construct, furnish and equip the project to be financed by such bonds, and authorizing the execution and deliver of a Memorandum of Agreement by and between Cache County and Lower Foods, Inc. with respect to financing the project, authorizing the application to the State of Utah for bond volume cap allocation and related matters.(attached)
- c. Amended Plat Approval – Legacy Mountain Estates (attached)
- d. Approval of Proposal for Utah Rural Government Geographic Information Systems 2006 Assistance Program (attached)
- e. Discussion – Cache County Liability on Trails

13. Other Business

14. Council Member Reports

15. Adjourn



---

Cory Yeates, 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.

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 Lower Foods, Inc., a Utah corporation whose address is 700 S. Highway 91, 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 700 S. Highway 91, 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 February 28, 2006, 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 \$3,000,000 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 \$3,000,000 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

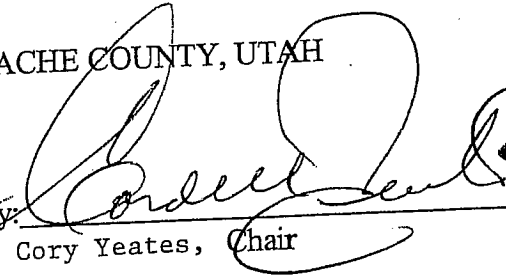
executing this Agreement or performing its obligations hereunder as such expenses relate to the Project.

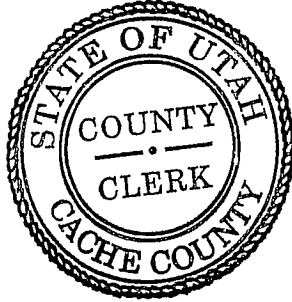
4.3 The Issuer will not and cannot guarantee the Bonds or pledge its credit or taxing power to secure the Bonds.

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 28th day of February, 2006.

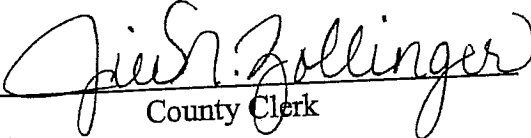
CACHE COUNTY, UTAH

By:   
Cory Yeates, Chair



(SEAL)

ATTEST:

By:   
County Clerk  
Jill N. Zollinger

LOWER FOODS, INC.

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



# 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: February 21, 2006  
Subjects: Legacy Mountain Estates Amended

**LEGACY MOUNTAIN ESTATES AMENDED** - to adjust lot lines of four of five lots in a 5-lot small subdivision on 44.51 acres of property in the Agricultural Zone located at 8042 South, 8100 South, & 8174 South 4000 West, and 8043 South & 8135 South 3600 West, Mt. Sterling, originally recorded 29 November 2005.

Attached:


Legacy Mountain Estates Amended

- Planning Commission Evaluation
- Plat Map
- Proposed Plat
- Minutes

# Development Services Cache County Corporation

179 North Main, Room 305  
Logan, Utah 84321

## Memorandum

To: Cache County Planning Commission  
From: Josh Runhaar, County Planner & Zoning Administrator  
Date: January 19, 2006   
Subject: Legacy Mountain Estates Amended

The proponent has applied for a subdivision amendment on the Legacy Mountain Estates Subdivision, a 5 Lot subdivision that was recommended for approval by the Planning Commission on November 7, 2005 and was approved by the County Council on November 22, 2005. The proposed amendment shows and alteration of Lots 1, 3, 4, and 5. Only Lot 2 is remaining in the original configuration. The lots have changed in size as follows:

	Previous Lot Size	Amended Lot Size
Lot 1	15.43 Ac	3.31 Ac
Lot 2	6.50 Ac	6.50 Ac
Lot 3	8.51 Ac	8.54 Ac
Lot 4	4.06 Ac	5.50 Ac
Lot 5	7.51 Ac	19.09 Ac

Staff is not concerned with the proposed amendment. Attached is the staff report for the original subdivision. All other issues relevant to this subdivision are further detailed in the previous staff report. Staff is recommending that the Planning Commission reutilize the recommended stipulations and findings of fact with minor modifications.

### STAFF RECOMMENDATIONS

*Action:* Staff recommends that the Planning Commission approve a motion to recommend that the County Council approve the Legacy Mountain Estates Subdivision, an amendment for a five (5) lot subdivision for property located at approximately 3600 West 8500 South, TIN # 10-056-0012.

### *Stipulations:*

1. 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 analysis on Lot 5 of the subdivision to determine the best placement of a septic system.
2. The applicant shall provide a dedication of 25 feet from the centerline of the road on all roads that do not already have a right-of-way width of 50 feet when the plat is recorded.
3. The applicant shall ensure that all roads that have an access to a lot(s) have a minimum hard surface width of 20 feet.

**RECOMMENDED FINDINGS OF FACT**

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

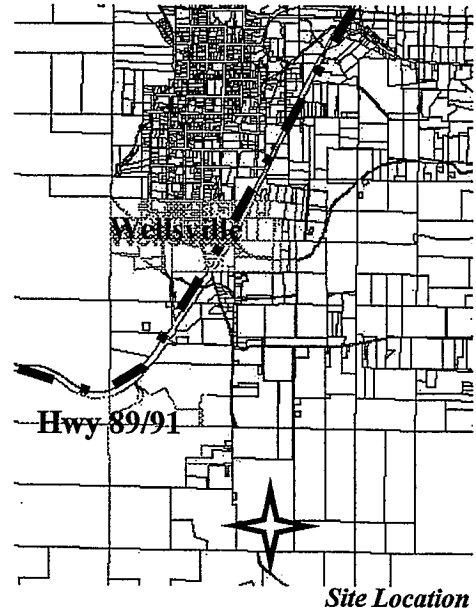
1. The Legacy Mountain Estates Subdivision has been revised and amended by the conditions of project approval to address the issues and concerns raised within the public and administrative records.
2. The Legacy Mountain Estates Subdivision has been revised and amended by the conditions of project approval 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 Legacy Mountain Estates Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. 3600 West and 4000 West, the roads that provide access to the subject property, have an adequate capacity, or suitable level of service, for the proposed use.

# Development Services Cache County Corporation

Staff Report for the Planning Commission meeting of  
November 7, 2005

Subdivision for Malin Glenn located at approximately 3600  
West 8500 South (Wellsville), TID #10-056-0012

**Project Name:** Legacy Mountain Estates Subdivision  
**Agent:** Holly Hardy  
**Project Address:** Approximately 3600 West 8500 South  
(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 (Twin Canyon Estates Subdivision)



## PROJECT

**History:** This subdivision request is directly east of the Twin Canyon Estates Subdivision, a five (5) lot subdivision, which was approved in September of 2005.

**Request:** The applicant is requesting a subdivision to create five (5) building parcels. The proposed lot sizes are: Lot 1 – 15.43 acres, Lot 2 – 6.50 acres, Lot 3 – 8.51 acres, Lot 4 – 4.06 acres, and Lot 5 – 7.51 acres. 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 & Septic:** The applicant has applied to the State of Utah Division of Water Rights for culinary water permits on all five lots, but at present has not obtained any approvals.

Bear River Health Department is has found that the soils on Lots 1, 2, 3, and 4 are all suitable for septic systems, but that Lot 5 will need additional soil examination to determine the best location for a septic system. Due to its size of Lot 5 (15.43 acres), Bear River Health is not concerned with locating a septic system on the proposed lot.

**Access:** This subdivision has access from three roads; 4000 West, 3600 West, and 8200 South. 4000 West, also known as the Old Sardine Highway, is a 66 foot wide right-of-way (ROW) with a hard surface width of 24 feet. 3600 West has a 50 foot wide ROW, with a hard surface width of 18 feet. 8200 South has a ROW width of 22 feet, with a hard surface width of 12 to 14 feet. As 8200 South runs primarily through another property, improving this road to County Standards may be difficult at this time.

## AGENCY AND COUNTY DEPARTMENT COMMENTS

### *Bear River Health Department:*

- The applicant will need to obtain wastewater permits on all lots, and may be required to complete further soil studies on Lot 5 to determine the most suitable location for a septic system.

### *Cache County Road Department:*

- All roads that provide access to lots within this subdivision shall have a minimum of 25 feet of right-of-way from the centerline of the road and a minimum of 20 feet of hard surface width. The applicant will need to work with the Road Department to provide turnarounds for equipment for plowing and grading of the roads.

*Cache County School District:*

- The nearest bus stop is located at 7400 South 3600 West (Wellsville).

*Cache County Service Area #1*

- The container must be placed on an accessible road.

**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 Legacy Mountain Estates Subdivision, a five (5) lot subdivision for property located at approximately 3600 West 8500 South, TIN # 10-056-0012.

*Stipulations:*

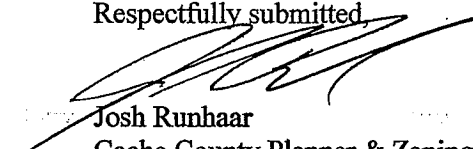
1. The applicant shall provide an approved culinary water share for all lots within the subdivision prior to recordation of the final plat.
2. The applicant shall obtain wastewater permits prior to the issuance of a zoning clearance. If required by the Bear River Health Department, the applicant may be required to complete a more detailed soil analysis on Lot 5 of the subdivision to determine the best placement of a septic system.
3. The applicant shall provide a dedication of 25 feet from the centerline of the road on all roads that do not already have a right-of-way width of 50 feet when the plat is recorded.
4. The applicant shall ensure that all roads that have an access to a lot(s) have a minimum hard surface width of 20 feet.

**RECOMMENDED FINDINGS OF FACT**

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

1. The Legacy Mountain Estates 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 Legacy Mountain Estates 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 Legacy Mountain Estates Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. 3600 West and 4000 West, the roads that provide access to the subject property, have an adequate capacity, or suitable level of service, for the proposed use.

Respectfully submitted,

  
Josh Runhaar  
Cache County Planner & Zoning Administrator  
Report Published: October 26, 2005

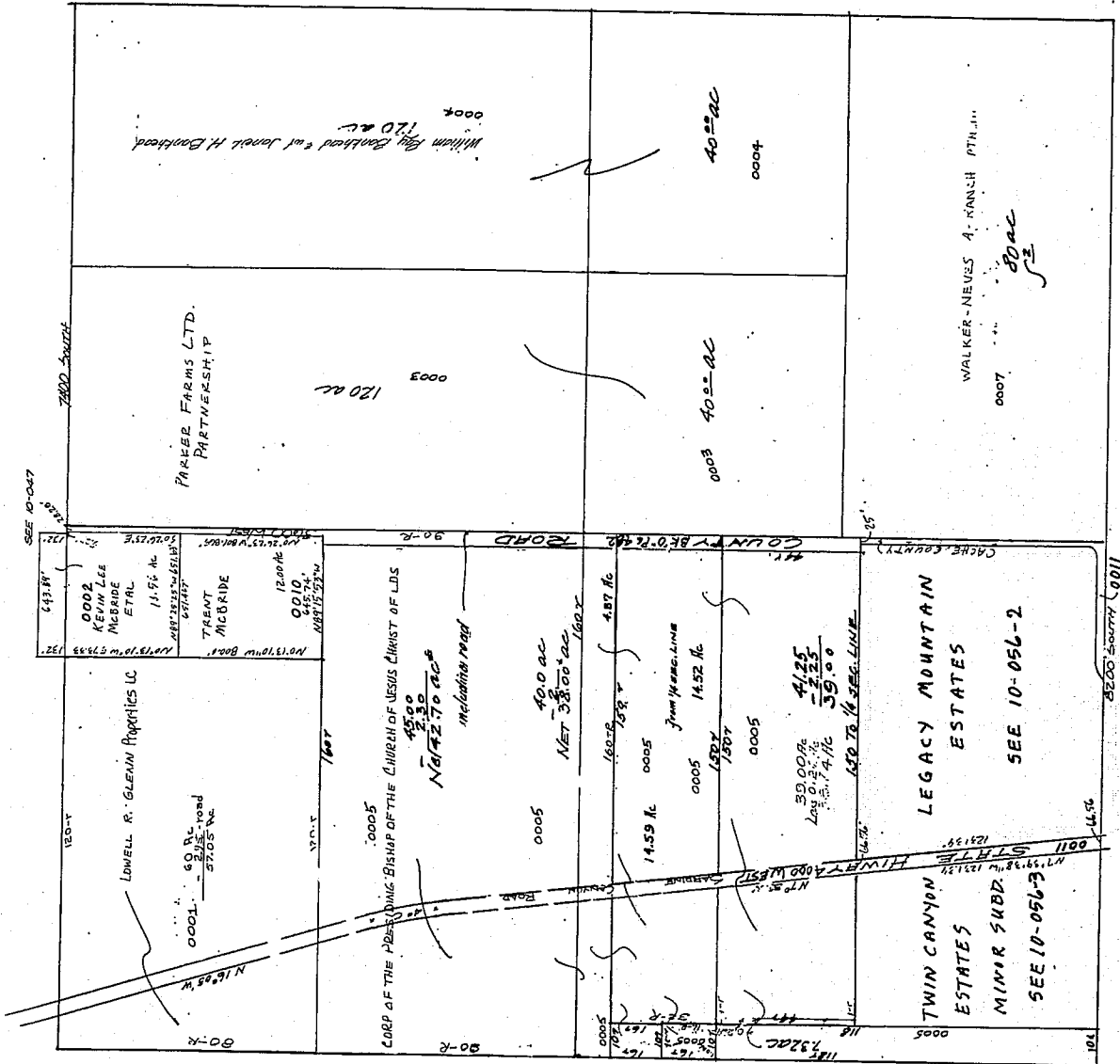
This staff report is an analysis of the application based on adopted County documents, standard County development practices, and available information. The report is to be used to review and consider the merits of the application prior to and during the course of the Planning Commission meeting. Additional 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 23, TOWNSHIP 10 NORTH, RANGE 1 WEST  
 SCALE 1 INCH = 6 CHAINS

TAX UNIT 28

10-056

-1-



SEE 10-057

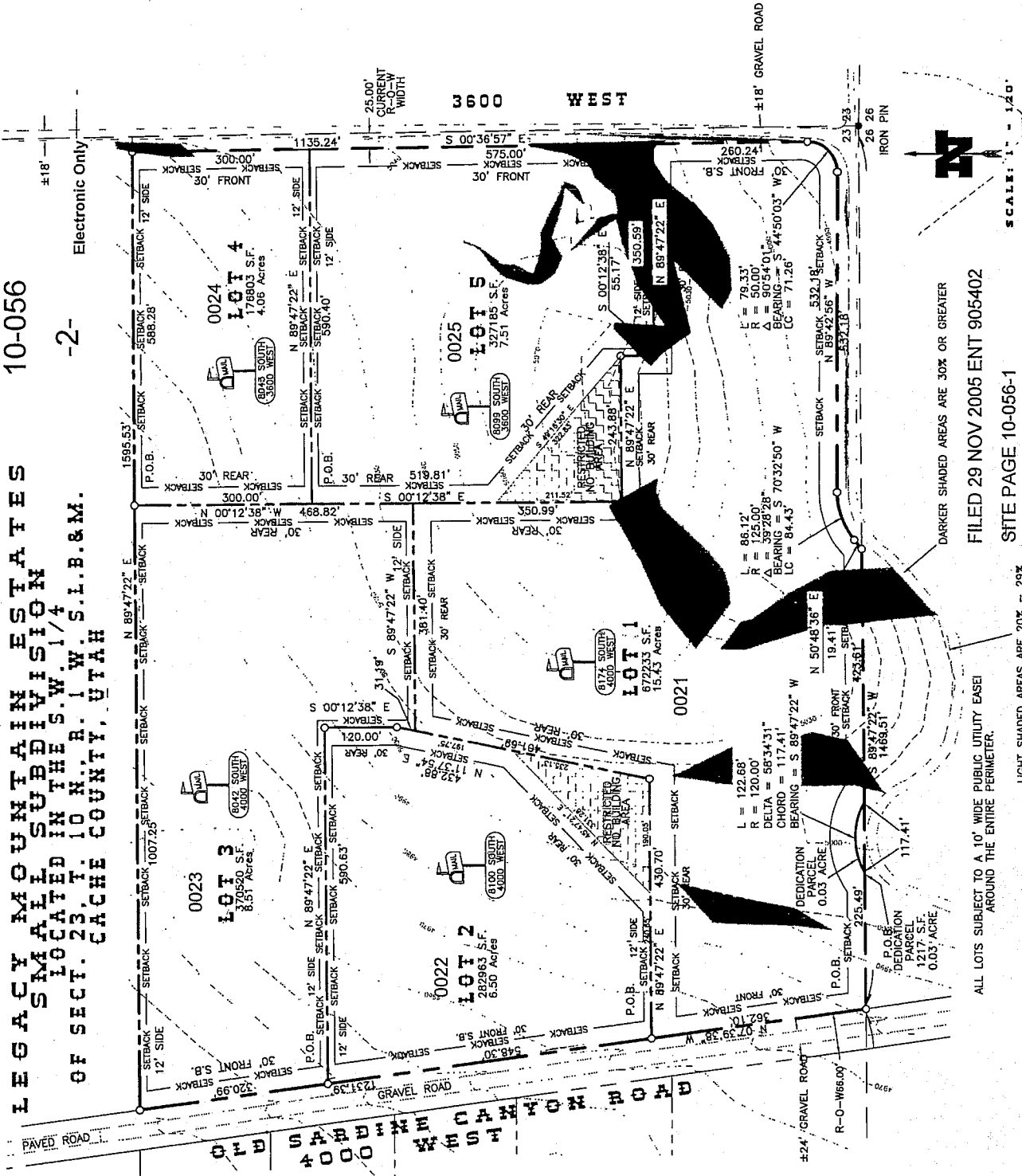
SEE 10-055

SEE 10-059

**LEGACY MOUNTAIN ESTATES 10-056**  
**SMALL SUBDIVISION**  
 LOCATED IN THE S.W. 1/4  
 OF SECT. 23, T. 10 N., R. 1 W., S. 1 B. & M.  
 OF SECT. 23, T. 10 N., R. 1 W., S. 1 B. & M.  
 OF SECT. 23, T. 10 N., R. 1 W., S. 1 B. & M.  
 OF SECT. 23, T. 10 N., R. 1 W., S. 1 B. & M.

-2-

Electronic Only



DARKER SHADED AREAS ARE 30% OR GREATER

ALL LOTS SUBJECT TO A 10' WIDE PUBLIC UTILITY EASEL  
 AROUND THE ENTIRE PERIMETER.

FILED 29 NOV 2005 ENT 905402  
 SITE PAGE 10-056-1  
 MAP NO. 2005-2015

LIGHT SHADED AREAS ARE 20% - 29%

# Cache County Proposal for: Utah Rural Government Geographic Information Systems 2006 Assistance program

**PROPOSAL SUMMARY**

Last year Cache County was able to acquire GPS survey grade coordinates on over 300 section corners. This summer we are going to increase the density of our section corner coverage. There are over still over 1500 section corners on the valley floor that need to be found, monuments set and true coordinates placed on them. The estimated budget this years for the project is:

<div style="text-align: center; font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">R E C E I V E D</div> <div style="border: 1px solid black; padding: 2px; margin: 5px auto; width: 80px;">MAR 09 2006</div> <div style="text-align: center; font-weight: bold;">CACHE COUNTY CLERK</div>	Surveyor's Office .....	\$35,000.00
	Road Department .....	\$ 5,000.00
	Recorder's Office .....	\$ 2,000.00
	Planning Office .....	\$ 3,000.00
	GIS Interns .....	\$10,000.00
	Summer Help .....	\$15,000.00
	Supplies .....	\$ 8,000.00
	TOTAL .....	\$78,000.00

*Note: Supplies includes section corner monuments, witness signs and posts, fuel, equipment maintenance costs and training for ArcView.*

**1) INTRODUCTION**

Several years ago Cache County began to prepare a map of the county that could be used as a base map for assessing properties and for zoning and planning purposes. This map was based on the assumption that each section in the county was exactly 5,280 feet long. This assumption was fine until GPS information started to come in. This new technology through the wrench into the works. Soon the people that were doing the computer work on the county's GIS efforts began to have problems making things fit. Each section was a different size. Very few section were exactly one square mile.

The time has come for Cache County to create a base map that is accurate and a coordinate system that will make the plotting of existing parcels and new survey data ,being generated by private and government surveys, fit the real world.

A combined effort in this project is required. The county surveyor (Preston Ward) will head up this effort as required by state code ( 17-23-5). Other offices that will be part to this project are: Cache County GIS Specialist(Larry Brunson), Cache County Planning Office (Wendell Morse) Cache County Zoning Office (Josh Runaar)



and the Cache County Recorder (Mike Glead).

**2) CURRENT ACTIVITIES AND INVENTORY**

Cache County has made an inventory of our class "B" roads and our forest roads (class "D"). We have started a parcel layer for our county. We have an intern from Utah State University working on the updates of the parcel layer as well as a man in the surveyor office (Larry Brunson) that is working on roads and city boundaries.

We have identified over 300 section corners and have put survey grade coordinates on those corners. We have updated our section corner tie sheets and are making them available to the public as well as to private surveyors.

**3) GOALS AND OBJECTIVES**

The main goal of this proposal is to produce an accurate base map for all of Cache County. We have found that numerous county agencies as well as cities and towns and the public need an accurate maps. Each office in county government needs the ability to add information layers that will benefit their work. There needs to be a coordinated effort to provide each office with the latest information. The fire department needs to know about roads, the zoning office needs to know about property lines, and the road department need access to right of way information.

The location and relocation of section corners, and the incorporation of city and town information, are critical to the success of this project.

**4) IMPLEMENTATION PLAN**

Cache County will use it's own staff to implement the goals as outline above. We will use temporary summer help to locate, monument and then collect GPS coordinates on these monuments. We will use our Trimble 4700 receivers and Trimble Geomatics Office software for these coordinates. The mapping of roads and bridges is being done with Trimble Pathfinder equipment and software.

We will employ interns and our own GIS staff to add the survey information to our ArcView program. We can then add the existing layers of data we have on the roads and bridges, at the same time we will transform the existing parcel layers to match the real world map that we are creating.

The time table for this project is:

- training of employees in the use of ArcView 9+.....Mar - Jun. 2006
- section corner work.....May- Oct. 2006
- coordination and data conversion .....Mar - Dec 2007
- base map creation..... 2007
- addition of city and town data..... thru 2008

This will be a multi year project. The real time frame will be contingent on the section corner work. If we can put in an all out effort to locate and monument section corners the project will proceed at a faster pace. If we can not get this field work done the pace will slow accordingly.

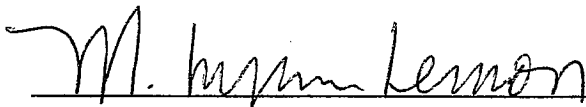
**5) CONTACT INFORMATION**

The project manager will be Preston Ward, our surveyor. His office will be the central location for this work. He can be reached at:

Preston Ward  
179 North Main #112  
Logan, UT 84321  
(435) 716-7136 fax (435)716-7145  
Preston.ward@cachecounty.org

**6) APPROVAL:**

The above proposal has been approved by the Cache County Council.

  
\_\_\_\_\_  
M. Lynn Lemon - County Executive