

RESOLUTION NO. 06- 22

A RESOLUTION INCREASING THE BUDGET APPROPRIATIONS FOR CERTAIN COUNTY DEPARTMENTS.

The Cache County Council, in a duly convened meeting, pursuant to Sections 17-36-22 through 17-36-26, Utah Code Annotated, 1953 as amended, finds that certain adjustments to the Cache County budget for 2006 are reasonable and necessary; that the said budget has been reviewed by the County Auditor with all affected department heads; that a duly called hearing has been held on September 12, 2006 and all interested parties have been given an opportunity to be heard; that all County Council has given due consideration to matters discussed at the public hearing and to any revised estimates of revenues; and that it is in the best interest of the County that these adjustments be made.

NOW THEREFORE, it is hereby resolved that:

Section 1.

The following adjustments are hereby made to the 2006 budget for Cache County:

see attached

Section 2.

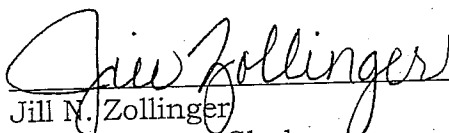
Other than as specifically set forth above, all other matters set forth in the said budget shall remain in full force and effect.

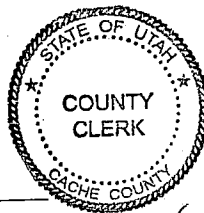
Section 3.

This resolution shall take effect immediately upon adoption and the County Auditor and other county officials are authorized and directed to act accordingly.

This resolution was duly adopted by the Cache County Council on the 12th day of September 2006.

ATTESTED TO:


Jill N. Zollinger
Cache County Clerk



CACHE COUNTY COUNCIL


Cory Yeates, Chairman

FUND 10 GENERAL FUND REVENUES

budget hearing - 9/12/06 5:45PM

Resolution 2006-12

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Decrease DEBIT	Increase CREDIT		
10-33-10400	Homeland Security Grant	(245,520)		(11,000)	(256,520)	HLS Grant realloc from Rich County
10-33-43105	Grants Other - Search & Rescue	-		(300)	(300)	NASAR Grant for K-9 training
10-33-73000	Contributions - other	-		(11,000)	(11,000)	Cities and Towns and CMOPO for Aerial photography maps
10-34-27102	State Share -Range Fires	-		(7,923)	(7,923)	Reimb for employee time on out of county fire
10-36-90000	Sundry Revenue	(90,000)		(450)	(90,450)	REIMB WRLF 2006 CONFERENCE (EXT PD IN 2005)
10-38-75000	Transfers from Other Funds	-		(250)	(250)	Wal-Mart Foundation donation to Mounted Posse
10-38-75000	Transfers from Other Funds	(250)		(2,000)	(2,250)	Sam's Club Foundation donation to Search & Rescue
10-38-76500	Transfers from Other Funds	(20,000)		(15,000)	(35,000)	Search & Rescue Rapz award - transfer
10-38-78000	Contrib to Search & Rescue	(9,316)		(2,000)	(11,316)	Contrib from Cache Valley Cruise-in for Search & Rescue
10-38-78100	Contrib - Mounted Posse	(16,300)		(1,787)	(18,087)	Cache Co Fair food sales - Posse Burger
10-38-90000	Appropriated surplus	(352,739)		(38,900)	(391,639)	Secure Rural Community Self Determination Act \$1,8617.03/ HLS Carryover LETP \$4525 2004 & \$15,000 for Aerial photography
10-38-90000	Appropriated Surplus	(388,981)		(2,000,000)	(2,388,981)	appropriate fund balance to transfer to capital projects for building replacement

Totals (2,100,610) (2,100,610)

FUND 10 GENERAL FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
10-4136-240	ITS - Office Supplies	247	200		447	transfer to cover expenses
10-4136-250	ITS - Supplies & Maintenance	1,729	500	(700)	1,029	transfer to cover expenses
10-4136-251	ITS - Non-Capitalized Equipment	30,438	26,000		30,938	transfer to cover expenses
10-4150-600	Non - Dept - Other	-	26,000		26,000	County share non assess & collecting of Aerial photography maps
10-4216-250	Search & Rescue - equip supply & maint	2,149	18,617		20,766	Secure rural community Self determination act (2005)
10-4216-251	Search & Rescue - Non Capitalized Equip	4,535	17,000		21,535	inc due to contrib from Cruise-in
10-4216-330	Search & Rescue - Education & Training	6,300	2,000		8,300	Sam's Club Foundation donation
10-4216-330	Search & Rescue - Education & Training	8,300	300		8,600	NASAR Grant for K-9 training
10-4217-210	Mounted Posse - Subscriptions & Memberships	2,000	5,769		7,768	Cache Co Fair food sales - Posse Burger
10-4217-481	Mounted Posse - Philanthropic Activities	2,000	250		2,250	Wal-Mart Foundation donation
10-4217-740	Mounted Posse - Capitalized Equipment	-	5,769		5,769	Cache Co Fair food sales - Posse Burger
10-4220-255	Fire - Wildland fires equip & supplies	15,478		(77)	15,401	Transfer to range fire suppression to meet budget commitment
10-4220-630	Fire - Range fire suppression	14,614	8,000		22,614	to meet contract agreed minimum budget amount for suppression expenses in county
10-4220-990	Fire - HLS Contrib to other units	116,771	15,508		132,279	HLS equip grant pass thru to Logan City
10-4220-999	Fire - HLS Transfer to other Funds	-	19,736		19,736	HLS transfer to CWP for Project data & GIS recordation for use by EOC in emergencies.
10-4220-999	Transfer -HLS Transfer to other funds	-		(19,736)	(19,736)	
10-4230-315	Jail - Medical	88,278	1,025		89,303	Refund overcharge medical expense - prior year
10-4610-233	Extension -4H Staff Assistant Travel	2,525	450		2,975	REIMB WRLF 2006 CONFERENCE (EXTEN PD IN 2005)
10-4810-100	Transfer to capital project fund	-	2,000,000		2,000,000	transfer to capital projects fund for building replacement

Totals 2,121,123 (20,513) 2,100,610

Net Adjustment

FUND 15 ASSESSING AND COLLECTING FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
15-4136-240	ITS - Office Supplies	753	600		1,353	transfer to cover expenses
15-4136-250	ITS - Supplies & Maintenance	5,271		(2,100)	3,171	transfer to cover expenses
15-4136-251	ITS - Non-Capitalized Equipment	47,063	1,500		48,563	transfer to cover expenses
15-4146-310	Assessor - prof & tech	13,523	25,000		38,523	transfer to purchase Aerial maps of Cache County 50% share o
15-4146-311	Assessor- software	58,200		(25,000)	33,200	
	Totals		27,100	(27,100)		
	Net Adjustment					

FUND 20 MUNICIPAL SERVICES FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
20-33-30000	Pmt In Lieu of Tax	(335,389)		(1,500)	(336,889)	recognize revenue for pilt increase
20-33-56000	Class B Road Allocation	(1,190,311)		(11,385)	(1,201,696)	CARRYOVER PRIOR YEAR ENCUMBRANCES
20-38-90000	Appropriated surplus	(30,564)		(13,000)	(43,564)	to fund engineering and impact fee study
	Totals			(25,885)	(25,885)	
	Net Adjustment					

FUND 20 MUNICIPAL SERVICES FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
20-4241-251	Building Inspection - non capitalized equip	1,800	5,000		6,800	to properly account for expenditures
20-4241-740	Building Inspection - capitalized equip	16,864		(5,000)	11,864	to properly account for expenditures
20-4180-310	Zoning - Professional Services		13,000		13,000	Engineering services and impact fee feasibility study
20-4253-250	Animal Control - Equip Supplies & Maint	4,428	500		4,928	repairs & maint of truck
20-4253-290	Animal Control - gasoline	2,000	1,000		3,000	to meet overage and balance of year expense
20-4415-740	Class B - Equipment	72,000	11,385		83,385	carryover P.O. Diamond Mowers
	Totals		30,885	(5,000)	25,885	
	Net Adjustment					

FUND 23 CACHE VALLEY VISITOR'S BUREAU FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
23-36-90000	Sundry Revenue	(500)		(1,931)	(2,431)	Residual from 2006 Regional Tourism Conference
23-33-10000	Federal Grants - Byway Seed	(25,000)		(25,000)	(50,000)	Grant award 06-8330
23-38-90000	Appropriated Surplus	(68,000)		(6,250)	(74,250)	Match for grant award 06-8330
	Totals			(33,181)	(33,181)	
	Net adjustment					

FUND 23 Cache Valley Visitors Bureau Fund EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Recommended Decrease CREDIT	Amended Budget	Reason for Change
23-4780-110	Travel Bureau - Salary	61,151	1,931		63,082	to adj for upgrade to a full time employee
23-4780-120	Travel Bureau - Temporary Employees	25,000	10,636		35,636	Grant Award 06-8330
23-4780-130	Travel Bureau - benefits	21,516	800		22,316	Grant Award 06-8330
23-4780-240	Travel Bureau - office supplies	2,000	400		2,400	transfer to meet expenses
23-4780-241	Travel Bureau - postage	5,500	2,000		7,500	transfer to meet expenses
23-4780-480	Travel Bureau -Brochures	40,000		(2,400)	37,600	transfer to meet expenses
23-4780-481	Travel Bureau -Byway Grant Expenses	13,071	19,814		32,885	Grant Award 06-8330
	Totals		35,581	(2,400)	33,181	
	Net adjustment					

FUND 24 SENIOR CITIZENS FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Recommended Increase CREDIT	Amended Budget	Reason for Change
24-38-75000	Transfers from other funds			(10,000)	(10,000)	RAPZ transfer
24-38-11000	Transfer from General Fund	(70,732)		(11,960)	(82,692)	transfer for employee reassignment
	Totals			(21,960)	(21,960)	
	Net Adjustment					

FUND 24 Senior Citizens Fund EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Recommended Decrease CREDIT	Amended Budget	Reason for Change
24-4970-110	Nutrition - Salary	79,439		(1,058)	78,381	transfer to cover expenses
24-4970-120	Nutrition - Temporary Employees	28,372		(4,149)	24,223	transfer to cover expenses
24-4970-130	Nutrition - Benefits	34,629	1,207		35,836	transfer to cover expenses
24-4970-250	Nutrition - Transportation	14,000		(2,000)	12,000	transfer to cover expenses
24-4970-255	Nutrition -HDM Supplies & Maintenance	14,000	4,000		18,000	transfer to cover expenses
24-4971-110	Center - Salary	39,208		(776)	38,432	transfer to cover expenses
24-4971-110	Center - salary	39,208	5,500		44,708	RAPZ employee
24-4971-120	Center - Temporary Employees	14,186		(490)	13,696	transfer to cover expenses
24-4971-130	Center - Benefits	18,456	1,266		19,722	transfer to cover expenses
24-4971-130	Center - benefits	18,456	4,500		22,956	RAPZ employeee benefits
24-4974-110	Access - Salary	38,049		(958)	37,091	transfer to cover expenses
24-4974-120	Access - Temporary Employees	7,219		(150)	7,069	transfer to cover expenses
24-4974-130	Access - Benefits	17,406	1,108		18,514	transfer to cover expenses
24-4974-250	Access - Transportation	5,000	2,000		7,000	transfer to cover expenses
24-4977-110	County Administrative support - salary		8,560		8,560	transfer to cover employee reassignment
24-4977-130	County Administrative support - benefits		3,400		3,400	transfer to cover employee reassignment
	Totals		31,541	(9,581)	21,960	
	Net Adjustment					

FUND 27 COUNTY WIDE PLANNING & DEVELOPMENT FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Recommended Increase CREDIT	Amended Budget	Reason for Change
27-38-31000	Transfers from General Fund - Misc			(19,736)	(19,736)	HS for GIS services & data per work plan
	Totals			(19,736)	(19,736)	
	Net adjustment					

FUND 27 COUNTY WIDE PLANNING & DEVELOPMENT FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
27-4181-120	Temporary Employees	43,400	17,500		60,900	to prepare GIS services and data per work plan HS
27-4181-130	Benefits	37,382	2,236		39,618	to prepare GIS services and data per work plan HS
	Totals		19,736		19,736	
	Net adjustment				0	

FUND 29 Children's Juvenile Justice Fund REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Decrease DEBIT	Increase CREDIT		
29-33-15000	Crime Victim Childrens Justice	(138,265)	30,138		(108,127)	State Atty General's Office is funding medical contract
	Totals		30,138		30,138	
	Net adjustment					

FUND 29 Children's Juvenile Justice Fund EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
29-4149-120	Temporary Employees	30,138		(30,138)		State Atty General's Office is funding medical contract
	Totals			(30,138)	(30,138)	
	Net adjustment					

FUND 39 CAPITAL PROJECTS FUND

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Decrease DEBIT	Increase CREDIT		
39-38-20000	Transfers from general fund			(2,000,000)		transfer for future building replacement
	Totals			(2,000,000)	(2,000,000)	
	Net Adjustment					

FUND 39 CAPITAL PROJECTS FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
39-4990-990	Contribution to fund reserve		2,000,000		2,000,000	for future building replacement
	Net adjustment				2,000,000	

FUND 62 RAPZ TAX FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
62-4780-480	RAPZ Allocation By Population	169,664		11,259	180,923	Adj to Population Awards
62-4810-100	Transfers Out	54,000	11,259		65,259	Adj to Transfers Out
	Totals		11,259	11,259		
	Net adjustment				22,518	

FUND 77 AIRPORT FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
77-38-70000	Appropriated surplus	(383,154)		(50,000)	(433,154)	appropriate funds for land acquisition
	Totals			(50,000)	(50,000)	
	Net Adjustment					

FUND 77 AIRPORT FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
77-4460-710	Airport Land	201,468	50,000		251,468	land acquisition
	Totals		50,000		50,000	
	Net Adjustment					

FUND 10 GENERAL FUND REVENUES

budget hearing - 9/12/06 5:45PM

ACCOUNT	DESCRIPTION	Current Budget	Decrease DEBIT	Recommended Increase CREDIT	Amended Budget	Reason for Change
10-33-10400	Homeland Security Grant	(245,520)		(11,000)	(256,520)	HLS Grant realloc from Rich County
10-33-43105	Grants Other - Search & Rescue	-		(300)	(300)	NASAR Grant for K-9 training
10-33-73000	Contributions - other	-		(11,000)	(11,000)	Cities and Towns and CMOPO for Aerial photography maps
10-34-27102	State Share - Range Fires	-		(7,923)	(7,923)	Reimb for employee time on out of county fire
10-36-90000	Sundry Revenue	(90,000)		(450)	(90,450)	REIMB WRLF 2006 CONFERENCE (EXT PD IN 2005)
10-38-75000	Transfers from Other Funds	-		(250)	(250)	Wal-Mart Foundation donation to Mounted Posse
10-38-75000	Transfers from Other Funds	(250)		(2,000)	(2,250)	Sam's Club Foundation donation to Search & Rescue
10-38-76500	Transfer from Rapz Tax	(20,000)		(15,000)	(35,000)	Search & Rescue Rapz award - transfer
10-38-78000	Contrib to Search & Rescue	(9,316)		(2,000)	(11,316)	Contrib from Cache Valley Cruise-in for Search & Rescue
10-38-78100	Contrib - Mounted Posse	(16,300)		(11,787)	(28,087)	Cache Co Fair food sales - Posse Burger
10-38-90000	Appropriated surplus	(352,739)		(38,900)	(391,639)	Secure Rural Community Self Determination Act \$18617.03/ HLS Carryover LETP \$4525 2004 & \$15,000 for Aerial photography
10-38-90000	Appropriated Surplus	(388,981)		(2,000,000)	(2,388,981)	appropriate fund balance to transfer to capital projects for building replacement
Totals				(2,100,610)	(2,100,610)	
Net Adjustment						

FUND 10 GENERAL FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Increase DEBIT	Recommended Decrease CREDIT	Amended Budget	Reason for Change
10-4136-240	ITS - Office Supplies	247	200		447	transfer to cover expenses
10-4136-250	ITS - Supplies & Maintenance	1,729		(700)	1,029	transfer to cover expenses
10-4136-251	ITS - Non-Capitalized Equipment	30,438	500		30,938	transfer to cover expenses
10-4150-600	Non - Dept - Other	-	26,000		26,000	County share non assess & collecting of Aerial photography maps
10-4216-250	Search & Rescue - equip supply & maint	2,149	18,617		20,766	Secure rural community Self determination act (2005)
10-4216-251	Search & Rescue - Non Capitalized Equip	4,535	17,000		21,535	inc due to contrib from Cruise-in
10-4216-330	Search & Rescue - Education & Training	6,300	2,000		8,300	Sam's Club Foundation donation
10-4216-330	Search & Resuce - Education & Training	8,300	300		8,600	NASAR Grant for K-9 training
10-4217-210	Mounted Posse - Subscriptions & Memberships	2,000	5,768		7,768	Cache Co Fair food sales - Posse Burger
10-4217-481	Mounted Posse - Philanthropic Activities	2,000	250		2,250	Wal-Mart Foundation donation
10-4217-740	Mounted Posse - Capitalized Equipment	-	5,769		5,769	Cache Co Fair food sales - Posse Burger
10-4220-255	Fire - Wildland fires equip & supplies	15,478		(77)	15,401	Transfer to range fire suppression to meet budget commitment
10-4220-630	Fire - Range fire suppression	14,614	8,000		22,614	to meet contract agreed minimum budget amount for suppression expenses in county
10-4220-990	Fire - HLS Contrib to other units	116,771	15,508		132,279	HLS equip grant pass thru to Logan City
10-4220-990	Fire - HLS Contrib to other units	-		(19,736)	(19,736)	
10-4220-999	Fire - HLS Transfer to other Funds	-	19,736		19,736	HLS transfer to CWP for Project data & GIS recordation for use by EOC in emergencies.
10-4230-315	Jail - Medical	88,278	1,025		89,303	Refund overcharge medical expense - prior year
10-4610-233	Extension -4H Staff Assistant Travel	2,525	450		2,975	REIMB WRLF 2006 CONFERENCE (EXTEN PD IN 2005)
10-4810-100	Transfer to capital project fund	-	2,000,000		2,000,000	transfer to capital projects fund for building replacement
Totals			2,121,123	(20,513)	2,100,610	
Net Adjustment						

FUND 15 ASSESSING AND COLLECTING FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
15-4136-240	ITS - Office Supplies	753	600		1,353	transfer to cover expenses
15-4136-250	ITS - Supplies & Maintenance	5,271		(2,100)	3,171	transfer to cover expenses
15-4136-251	ITS - Non-Capitalized Equipment	47,063	1,500		48,563	transfer to cover expenses
15-4146-310	Assessor - prof & tech	13,523	25,000		38,523	transfer to purchase Aerial maps of Cache County 50% share o
15-4146-311	Assessor- software	58,200		(25,000)	33,200	
	Totals		27,100	(27,100)		
	Net Adjustment					

FUND 20 MUNICIPAL SERVICES FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
20-33-30000	Pmt In Lieu of Tax	(335,389)		(1,500)	(336,889)	recognize revenue for pilt increase
20-33-56000	Class B Road Allocation	(1,190,311)		(11,385)	(1,201,696)	CARRYOVER PRIOR YEAR ENCUMBRANCES
20-38-90000	Appropriated surplus	(30,564)		(13,000)	(43,564)	to fund engineering and impact fee study
	Totals		-	(25,885)		
	Net Adjustment				(25,885)	

FUND 20 MUNICIPAL SERVICES FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
20-4241-251	Building Inspection - non capitalized equip	1,800	5,000		6,800	to properly account for expenditures
20-4241-740	Building Inspection - capitalized equip	16,864		(5,000)	11,864	to properly account for expenditures
20-4180-310	Zoning - Professional Services		13,000		13,000	Engineering services and impact fee feasibility study
20-4253-250	Animal Control - Equip Supplies & Maint	4,428	500		4,928	repairs & maint of truck
20-4253-290	Animal Control - gasoline	2,000	1,000		3,000	to meet overage and balance of year expense
20-4415-740	Class B - Equipment	72,000	11,385		83,385	carryover P.O. Diamond Mowers
	Totals		30,885	(5,000)		
	Net Adjustment				25,885	

FUND 23 CACHE VALLEY VISITOR'S BUREAU FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
23-36-90000	Sundry Revenue	(500)		(1,931)	(2,431)	Residual from 2005 Regional Tourism Conference
23-33-10000	Federal Grants - Byway Seed	(25,000)		(25,000)	(50,000)	Grant award 06-8330
23-38-90000	Appropriated Surplus	(68,000)		(6,250)	(74,250)	Match for grant award 06-8330
	Totals		-	(33,181)		
	Net adjustment				(33,181)	

FUND 23 Cache Valley Visitor's Bureau Fund EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
23-4780-110	Travel Bureau - Salary	61,151	1,931		63,082	to adj for upgrade to a full time employee
23-4780-120	Travel Bureau - Temporary Employees	25,000	10,636		35,636	Grant Award 06-8330
23-4780-130	Travel Bureau - benefits	21,516	800		22,316	Grant Award 06-8330
23-4780-240	Travel Bureau - office supplies	2,000	400		2,400	transfer to meet expenses
23-4780-241	Travel Bureau - postage	5,500	2,000		7,500	transfer to meet expenses
23-4780-480	Travel Bureau -Brochures	40,000		(2,400)	37,600	transfer to meet expenses
23-4780-481	Travel Bureau -Byway Grant Expenses	13,071	19,814		32,885	Grant Award 06-8330
Totals			35,581	(2,400)		
Net adjustment					33,181	

FUND 24 SENIOR CITIZENS FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
24-38-75000	Transfers from other funds			(10,000)	(10,000)	RAPZ transfer
24-38-11000	Transfer from General Fund	(70,732)		(11,960)	(82,692)	transfer for employee reassignment
Totals				(21,960)		
Net Adjustment					(21,960)	

FUND 24 Senior Citizens Fund EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Increase DEBIT	Decrease CREDIT	Amended Budget	Reason for Change
24-4970-110	Nutrition - Salary	79,439		(1,058)	78,381	transfer to cover expenses
24-4970-120	Nutrition - Temporary Employees	28,372		(4,149)	24,223	transfer to cover expenses
24-4970-130	Nutrition - Benefits	34,629	1,207		35,836	transfer to cover expenses
24-4970-250	Nutrition - Transportation	14,000		(2,000)	12,000	transfer to cover expenses
24-4970-255	Nutrition - HDM Supplies & Maintenance	14,000	4,000		18,000	transfer to cover expenses
24-4971-110	Center - Salary	39,208		(776)	38,432	transfer to cover expenses
24-4971-110	Center - salary	39,208	5,500		44,708	RAPZ employee
24-4971-120	Center - Temporary Employees	14,186		(490)	13,696	transfer to cover expenses
24-4971-130	Center - Benefits	18,456	1,266		19,722	transfer to cover expenses
24-4971-130	Center - benefits	18,456	4,500		22,956	RAPZ employee benefits
24-4974-110	Access - Salary	38,049		(958)	37,091	transfer to cover expenses
24-4974-120	Access - Temporary Employees	7,219		(150)	7,069	transfer to cover expenses
24-4974-130	Access - Benefits	17,406	1,108		18,514	transfer to cover expenses
24-4974-250	Access - Transportation	5,000	2,000		7,000	transfer to cover expenses
24-4977-110	County Administrative support - salary	-	8,560		8,560	transfer to cover employee reassignment
24-4977-130	County Administrative support - benefits	-	3,400		3,400	transfer to cover employee reassignment
Totals			31,541	(9,581)		
Net Adjustment					21,960	

FUND 27 COUNTY WIDE PLANNING & DEVELOPMENT FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended Decrease DEBIT	Increase CREDIT	Amended Budget	Reason for Change
27-38-31000	Transfers from General Fund - Misc			(19,736)	(19,736)	HS for GIS services & data per work plan
Totals				(19,736)		
Net adjustment					(19,736)	

FUND 27 COUNTY WIDE PLANNING & DEVELOPMENT FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
27-4181-120	Temporary Employees	43,400	17,500		60,900	to prepare GIS services and data per work plan HS
27-4181-130	Benefits	37,382	2,236		39,618	to prepare GIS services and data per work plan HS
	Totals		19,736		19,736	
	Net adjustment				0	

FUND 29 Children's Juvenile Justice Fund REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
29-33-15000	Crime Victim Childrens Justice	(138,265)	30,138		(108,127)	State Atty General's Office is funding medical contract
	Totals		30,138		30,138	
	Net adjustment					

FUND 29 Children's Juvenile Justice Fund EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
29-4149-120	Temporary Employees	30,138		(30,138)	-	State Atty General's Office is funding medical contract
	Totals			(30,138)	(30,138)	
	Net adjustment					

FUND 39 CAPITAL PROJECTS FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
39-38-20000	Transfers from general fund	-		(2,000,000)	-	transfer for future building replacement
	Totals			(2,000,000)	(2,000,000)	
	Net Adjustment					

FUND 39 CAPITAL PROJECTS FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
39-4990-990	Contribution to fund reserve	-	2,000,000		2,000,000	for future building replacement
	Net adjustment				2,000,000	

FUND 62 RAPZ TAX FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
62-4780-480	RAPZ Allocation by Population	169,664		11,259	180,923	Adj to Population Awards
62-4810-100	Transfers Out	54,000	11,259		65,259	Adj to Transfers Out
	Totals		11,259	11,259	22,518	
	Net adjustment					

FUND 77 AIRPORT FUND REVENUES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Decrease DEBIT	Increase CREDIT		
77-38-70000	Appropriated surplus	(383,154)		(50,000)	(433,154)	appropriate funds for land acquisition
	Totals			(50,000)		
	Net Adjustment				(50,000)	

FUND 77 AIRPORT FUND EXPENDITURES

ACCOUNT	DESCRIPTION	Current Budget	Recommended		Amended Budget	Reason for Change
			Increase DEBIT	Decrease CREDIT		
77-4460-710	Airport Land	201,468	50,000		251,468	land acquisition
	Totals		50,000		50,000	
	Net Adjustment					

REQUEST FOR INTER-DEPARTMENTAL BUDGET TRANSFER

DEPARTMENT: Sundry Expense
 DATE: 6/27/2006

Amount to be transferred -- (rounded to the nearest dollar) \$5,000.00

Transfer From ---

Line Item No. : 10-4960-600
 Fund Designation: Sundry Expense

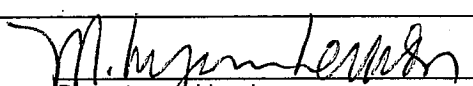
Original Budget:	<u>\$96,107.00</u>
Current Budget:	<u>\$96,115.00</u>
Expenditures to date:	<u>\$23,476.14</u>
Balance before transfer:	<u>\$72,638.86</u>
Balance after Transfer:	<u>\$67,638.86</u>

Transfer To ---

Line Item No. : 10-4131-310
 Fund Designation: Professional & Technical

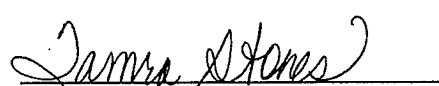
Original Budget:	<u>\$0.00</u>
Current Budget:	<u>\$0.00</u>
Expenditures to date:	<u>\$0.00</u>
Balance before transfer:	<u>\$0.00</u>
Balance after Transfer:	<u>\$5,000.00</u>

Description of needs and purpose of transfer ---
For professional services regarding financial consulting


 Department Head

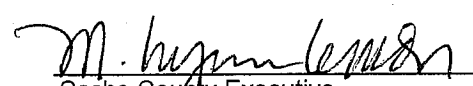
Recommendation: Approval [] Disapproval
 Comments:

Date: 6/27/2006

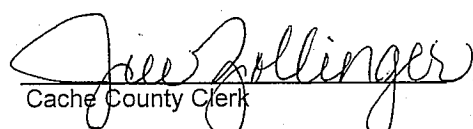

 Cache County Auditor

Recommendation: Approval [] Disapproval
 Comments:

Date: 7/5/06


 Cache County Executive

Consented by the Cache County Council meeting in regular session on the 13th day of September, 2006.


 Cache County Clerk

CACHE COUNTY
ORDINANCE NO. 2006-09

AN ORDINANCE AMENDING THE CACHE COUNTY ZONING ORDINANCE, CHAPTER
17 OF THE CACHE COUNTY CODE.

The County Council of Cache County, Utah, in regular meeting, lawful notice of which has been given, hereby amends the Cache County Zoning Ordinance as follows:

- (1) Chapter 17.07 - Contractor's Office, Shop and Yard
 - A. Any building, premises, and land in which or upon which a business, service, or industry involving construction and/or construction contracting is conducted or rendered, also inclusive of the storage of construction, equipment, materials, and supplies.

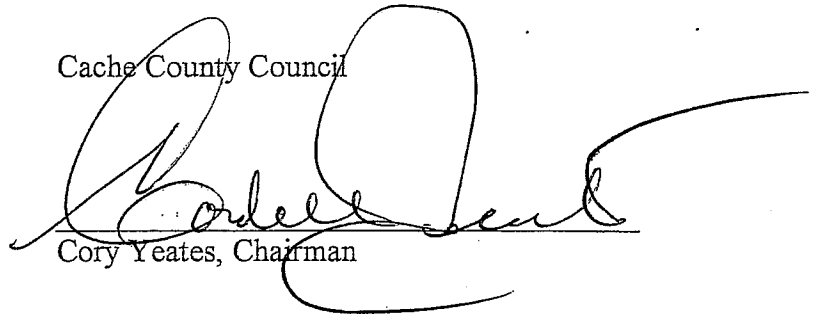
Effective Date:

Section: This Ordinance shall become effective immediately upon publication, in the manner required by law.

This Ordinance was adopted by the County Council, Cache County, Utah on the 12th day of September, upon the following vote:

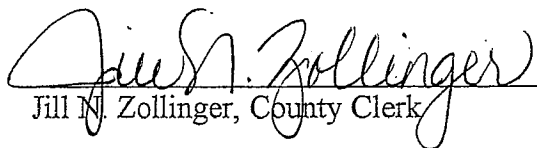
	Voting in Favor	Voting Against	Abstaining	Excused/Absent
H. Craig Petersen	✓			
Brian Chambers	✓			
Darrel L. Gibbons	✓			
John H. Hansen	✓			
Kathy Robison	✓			
Cory Yeates	✓			
Gordon Zilles	✓			

Cache County Council



Cory Yeates, Chairman

ATTEST:



Jill N. Zollinger, County Clerk

Publication Date: Sept. 27, 2006

The resolution is as follows:

RESOLUTION NO. 2006-25

RESOLUTION OF INDUCEMENT FOR NOT TO EXCEED \$5,000,000 OF BUSINESS DEVELOPMENT REVENUE BONDS; APPROVING A MEMORANDUM OF AGREEMENT WITH SUNSHINE TERRACE FOUNDATION, INC., IN CONNECTION WITH THE ISSUANCE BY CACHE COUNTY OF ITS BUSINESS DEVELOPMENT REVENUE BONDS TO FINANCE THE COSTS OF THE EXPANSION OF THE EXISTING BUILDING AND THE FURNISHING AND EQUIPPING OF SUCH BUILDING FOR USE AS A REHABILITATION FACILITY (THE 'PROJECT'); AUTHORIZING SUNSHINE TERRACE FOUNDATION, 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 SUNSHINE TERRACE FOUNDATION, INC. WITH RESPECT TO FINANCING THE PROJECT; 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 construction of an expansion to the existing rehabilitation facility and the improvement, equipping and furnishing of the rehabilitation facility expansion to be located in Cache County, Utah, and to be owned by Sunshine Terrace Foundation, Inc., a Utah Nonprofit 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 hereinafter referenced Bonds will be issued to pay the costs of financing the Project; and

WHEREAS, the Issuer considers that the acquisition, 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.

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 business 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 \$5,000,000.

Section 3. The Issuer will (i) issue the Bonds in an amount not exceeding \$5,000,000 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. In accordance with provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, the County Clerk is hereby authorized to publish one (1) time in The Herald Journal, a newspaper of general circulation within the County, a "Notice of Public Hearing" at least fourteen (14) days prior to the hearing date set forth in said Notice, and the Council will meet in public session to receive public comment on the proposed issuance of Bonds.

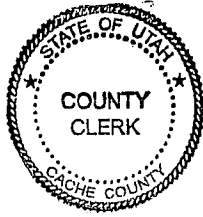
Section 9. The Chair and the County Clerk are hereby authorized and directed to distribute copies of this resolution and the Memorandum to the Borrower and to do such further things or perform such acts as may be necessary or convenient to implement the provisions thereof.

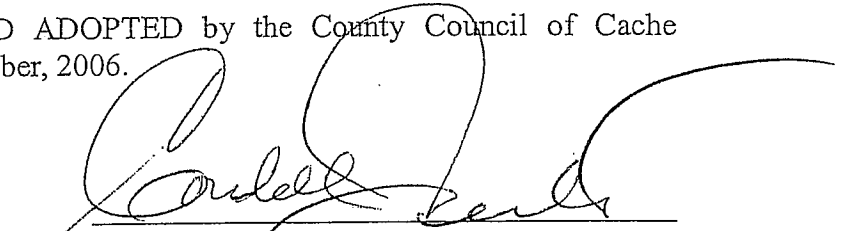
Section 10. The law firm of Ballard Spahr Andrews & Ingersoll, LLP is hereby appointed to serve as Bond Counsel to the Issuer with respect to the issuance of the Bonds.

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

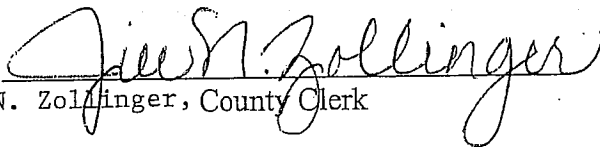
PASSED, APPROVED AND ADOPTED by the County Council of Cache County, Utah this 12th day of September, 2006.

(SEAL)




Cory Yeates, Chair

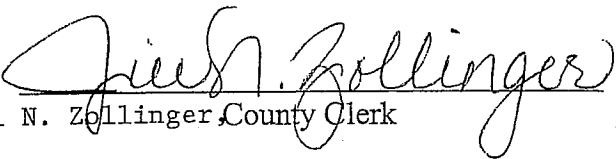
ATTEST:

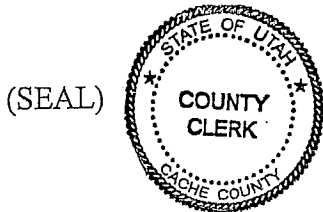

Jill N. Zollinger, County Clerk

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 September 12, 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 12th day of September, 2006.


Jill N. Zollinger County Clerk



CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

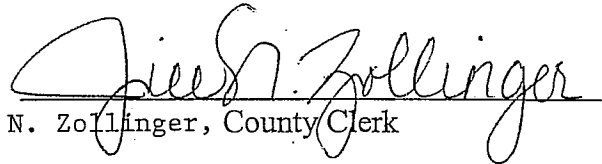
I, Jill N. Zollinger, the duly qualified and acting County Clerk of Cache County, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the September 12, 2006 public meeting held by the Issuer as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Issuer's principal offices on September 7, 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 1, to be delivered to The Herald Journal, a newspaper of general circulation within the Issuer, on September 7, 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.

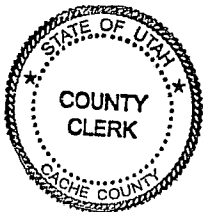
In addition, notice of the Council's 2006 annual meeting schedule has been posted at the office of the Council and provided to local media correspondents as provided by law.

IN WITNESS WHEREOF, I have hereunto subscribed my signature this 12th day of September, 2006.



Jill N. Zollinger, County Clerk

(SEAL)



SCHEDULE 1

NOTICE OF MEETING

JILL

CACHE COUNTY CORPORATION

M. LYNN LEMON COUNTY EXECUTIVE/SURVEYOR 199 N. MAIN LOGAN, UTAH 84321 Tel 435-755-1850 Fax 435-755-1981

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

September 7, 2006

Public Notice is hereby given that the Cache County Council of Cache County, Utah will hold a Workshop and Regular Meeting in the Cache County Historic Courthouse, 199 North Main, Logan, Utah 84321 at 5:00 p.m. on TUESDAY, SEPTEMBER 12, 2006.

- 5:00 1. Call to Order 2. Opening/Pledge - Darrel L. Gibbons 3. Review and approval of agenda 4. Review and approval of minutes (August 22, 2006) 5. Report of County Executive a. Appointments b. Warrants c. Other Items 1. Set CDBG Public Hearing - September 26, 2006 - 5:15 p.m. 6. Unit or Committee Reports a. County Clerk's Office/County Fair/Rodeo - Jill Zollinger, County Clerk 7. Items of Special Interest a. "Criteria for Wild Habitate Mapping" - Dave Rayfield, Division of Wildlife (attached) 8. Budgetary Matters a. Transfers - Intra Department b. Transfers - Inter Department (1 attached)

9. Public hearings, Appeals and Board of Equalization matters

- a. Set Public Hearing – September 26, 2006 – 5:45 p.m. – Consideration of Adoption of a Resolution of Inducement for not to exceed \$5,000,000.00 of Business Development Revenue Bonds approving a Memorandum of Agreement with Sunshine Terrace Foundation Inc. in connection with the issuance by Cache County of its Business Development Revenue Bonds to finance the costs of the expansion of the existing building and the furnishing and equipping of such business for use as a Rehabilitation Facility (the “Project”) authorizing Sunshine terrace Foundation 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 Sunshine Terrace Foundation, Inc. with respect to financing the project and related matters.
- b. Set Public Hearing – October 10, 2006 – 6:00 p.m. – Rezone of 53.26 acres of property from the Agricultural Zone to Mineral Extraction Zone located at approximately 1200 East 12600 North, Cove.
- c. Public Hearing – Open 2006 Budget
- d. Public Hearing – Rezone for 16.75 acres in the Agricultural Zone to a Industrial Manufacture Zone located at 2020 North Highway 23, Petersboro, Utah
- e. Public Hearing – To amend Land Use Ordinance, Chapter 17.7, Contractor’s Office, Shop, and Yard conditional Use Permit within the Industrial Manufacturing Zone Chapter 17.8.
- f. Public Hearing – Amend Land Use Ordinance, Section 17.09 – Ag. Zone & Section 17.06 Non-Conforming Uses (attached)

**5:45

**6:00

**6:15

**6:30

10. Pending Action

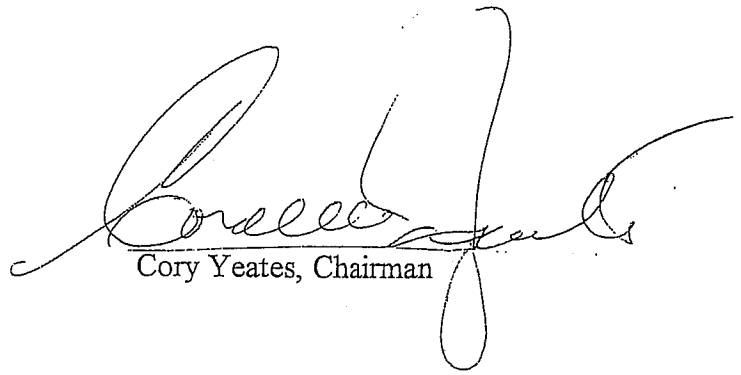
- a. Resolution No. 2006-21 – Amendments to the Service Fee Schedule of the Office of Cache County Development Services (attached)

11. Initial proposal for consideration of action

- a. Approval – Property Tax Hardship Requests (attached)
- b. Resolution No. 2006-22 – Adjustments to 2006 Budget (attached)

- c. Resolution No. 2006-23 – A Resolution of Inducement not to exceed \$5,000,000.00 of Business Development Revenue Bonds, approving a memorandum of agreement with Sunshine Terrace Foundation, Inc. in connection with the issuance by Cache County of its business Development Revenue Bonds to finance the costs of the expansion of the existing building and the furnishing and equipping of such building for use as a rehabilitation facility (The “Project”) authorizing Sunshine Terrace Foundation 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 Sunshine Terrace Foundation, Inc. with respect to financing the Project, and related matters. (attached)
- d. Resolution No. 2006-24 – Approving and Authorizing the Execution of an Amended Interlocal Cooperation Agreement with other members of Utah Counties Insurance Pool, relating to the Establishment, Funding and Operation of Utah Counties Insurance Pool (attached)
- e. Approval of Extension of Time for Powder Mountain Development Agreement
- f. Discussion – Annexation of North Park Land to North Logan City and Hyde Park City
- g. Discussion – Cache County Council 2007 Budget Priorities
- h. Ordinance No. 2006-08 – Rezone for 16.75 acres in the Agricultural Zone to an Industrial Manufacture Zone located at 2020 North Highway 23, Petersboro, Utah (attached)
- i. Ordinance No. 2006-09 – Amend Land Use Ordinance, Chapter 17.7, Contractor’s Office, Shop, and Yard Conditional Use Permit within the Industrial Manufacturing Zone Chapter 17.8 (attached)
- j. Final Plat Approval – Leishman-Cable Lot Split Subdivision (attached)
- k. Final Plat Approval – Carolyn Barcus Lot Split Subdivision (attached)
- l. Final Plat Approval – Tracy Sorensen Lot Split Subdivision (attached)
- m. Final Plat Approval – Cove Mountain Estates Small Subdivision (attached)

- 12. Other Business
- 13. Council Member Reports
- 14. 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 755-1850 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 Sunshine Terrace Foundation, Inc., a Utah corporation whose address is 225 N. 200 W. Logan, Utah 84321 (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 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 business development revenue bonds (the "Bonds").

1.3 The Borrower has requested that the Issuer finance the cost of the acquisition and construction of an expansion to the existing rehabilitation facility to be located within the Issuer at approximately 225 N. 200 W. Logan, Utah and the improvement, equipping and furnishing of the rehabilitation 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 a rehabilitation 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 September 12, 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 \$5,000,000 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 \$5,000,000 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.

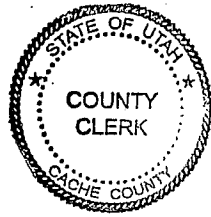
4.2 The Borrower agrees that it will reimburse the Issuer for all reasonable and necessary expenses which the Issuer may incur as a consequence of

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.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 12th day of September, 2006.

CACHE COUNTY, UTAH



(SEAL)

ATTEST:

By: *Cory Yeates*
Cory Yeates, Chair

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

SUNSHINE TERRACE FOUNDATION,
INC.

By: _____
President

Logan City, Utah

September 12, 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 September 12, 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 \$5,000,000 of business 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, Cory	Zilles, Gordon A.
	Hansen, John A.	
	Chambers, S. Brian	
	Gibbons, Darrel L.	
	Petersen, H. Craig	
	Robison, Kathy	
NAY:		
	None	

CACHE COUNTY
Resolution No. 2006-26

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
AMENDED INTERLOCAL COOPERATION AGREEMENT WITH OTHER
MEMBERS OF UTAH COUNTIES INSURANCE POOL, RELATING TO THE
ESTABLISHMENT, FUNDING AND OPERATION OF UTAH COUNTIES
INSURANCE POOL**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, and the Utah Insurance Code, Title 31A, Chapter 1, et seq, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements to provide services and facilities; and

WHEREAS, the County Council of Cache County, Utah, has determined that the interests and welfare of the public within Cache County's jurisdiction will best be served by an Amended Interlocal Cooperation Agreement with other members of Utah Counties Insurance Pool relating to the establishment, funding and operation of Utah Counties Insurance Pool.

NOW, THEREFORE, be it resolved by the County Council of Cache County, Utah, that Cache County approve and authorize the County Executive to execute an Amended Interlocal Cooperation Agreement with other members of Utah Counties Insurance Pool relating to the establishment, funding and operation of Utah Counties Insurance Pool.


APPROVED AND ADOPTED this 12 day of September, 2006.

CACHE COUNTY COUNCIL

By: 
Cory Yates, Chairman

ATTEST:

By:


Jill Zollinger, County Clerk

AMENDED INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between members of Utah Counties Insurance Pool, a political subdivision of the State of Utah, each of which hereby agrees to abide by the terms and conditions of this Amended Agreement and all actions taken pursuant hereto.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et. seq., 1953 as amended, the Governmental Immunity Act, § 63-30-1 et. seq., 1953 as amended, and the Utah Insurance Code, Utah Code Ann. § 31A-1-103, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to establish a public agency insurance mutual; and

WHEREAS, the governing bodies of counties located in the State of Utah, by establishing and entering into an Interlocal Cooperation Agreement, formed Utah Counties Insurance Pool as a public agency insurance mutual: and

WHEREAS, the members of Utah Counties Insurance Pool now desire to amend that Interlocal Cooperation Agreement;

NOW, THEREFORE, the parties do mutually agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Amended Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Amended Interlocal Cooperation Agreement to, and the approval and execution hereof by Resolution of the governing bodies of each of the parties. The term of this Amended Interlocal Cooperation Agreement shall be fifty (50) years, pursuant to Utah Code Ann. §11-13-204, 1953 as amended, unless renewed as permitted by law, or until earlier dissolved as provided herein.

Section 2. CREATION OF A SEPARATE LEGAL ENTITY.

The parties to this agreement through their respective governing bodies and pursuant to the provisions of Utah Code Ann. §11-13-203, 1953 as amended, hereby create a legal entity to be known as Utah Counties Insurance Pool to provide the services described herein.

Section 3. PURPOSES.

This Amended Interlocal Cooperation Agreement has been established and entered into between the members of Utah Counties Insurance Pool (herein referred to as the Pool) for the following purposes:

1. To comply with the Utah Insurance Code and other applicable laws of the State of Utah;
2. To ratify the previous formation of a group-funded Pool to fund through joint self-insurance, reinsurance, excess insurance, or other lawful manner, certain liabilities of member Utah counties, as permitted by the Utah Insurance Code and determined by the Board, with the powers set forth in the Amended Bylaws;
3. To provide, through the Pool, certain claims and risk management services related to the liabilities so funded, and assist members in reducing and preventing such liabilities; and
4. To provide other services and functions as permitted by law and the Amended Articles of Incorporation of the Pool.

Section 4. MEMBERS.

Membership in the Pool is limited to Utah counties. Members shall have the power to:

1. Elect Trustees;
2. Remove any Trustee from the Board by a two-thirds vote of the members present at a meeting;
3. Voluntarily dissolve the Pool, but only at a meeting at which a majority of all members, whether present at the meeting or not, vote in favor of the dissolution; and
4. Amend the Bylaws or the Articles of Incorporation by a two-thirds vote of the members present at a meeting.

Section 5. BOARD OF TRUSTEES.

The Pool shall be governed by a Board of Trustees. The Trustees shall be elected by the members, shall serve at the pleasure of the members and may be removed by the members in accordance with the Bylaws.

1. The Board shall be comprised of thirteen persons in the following manner:
 - a. One Trustee, appointed by the governing body of Davis County, representing Davis County;
 - b. One Trustee, appointed by the governing body of Utah County, representing Utah County;

- c. One Trustee, appointed by the governing body of Washington County, representing Washington County;
- d. One Trustee, appointed by the governing body of Weber County, representing Weber County;
- e. Two Trustees, elected by member counties of the third class, representing Counties of the third class;
- f. One Trustee, elected by member counties of the fourth class, representing counties of the fourth class;
- g. One Trustee, elected by member counties of the fifth and sixth class, representing Counties of the fifth and sixth class;
- h. Two Trustees, elected by all member counties, representing all counties at large;
- i. One Trustee, appointed by the Board, shall be a sheriff of a member county, who serves as the Chair of the Law Enforcement Committee;
- j. One Trustee, appointed by the Board, shall be the Chair of the Litigation Management Committee;
- k. One Trustee, appointed by the Board, shall be the Chair of the Personnel Committee.

Trustees serving pursuant to subsections (e)-(h) shall be Designated as "Elected Trustees" and serve two-year overlapping terms. Trustees serving pursuant to subsections (a)-(d) shall serve for two-year terms. Trustees serving pursuant to subsections (i)-(k) shall serve for two-year terms and may be reappointed to subsequent terms by the Board.

- 2. Each Trustee shall be an elected or appointed officer or an employee of a Member.
- 3. Election of Trustees shall take place at the annual meeting of the Members. Elected Trustees shall assume office at the first Board meeting of the calendar year following their election.
- 4. Powers of the Board:
 - a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Chief Executive Officer, but only to the extent permitted by the laws of the State of Utah and these Bylaws.

- b. Establish premiums, pursuant to guidelines adopted by the Board from time to time.
- c. Serve as the policyholder of any group policies or plans.
- d. Determine the methods of claim administration and payment; provide for claim experience for the Members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.
- e. Jointly self-insure or obtain reinsurance or excess insurance (specific or aggregate), or any combination thereof, or otherwise provide for the funding of coverages and adopt and adjust coverages provided by or through the Pool, as the Board deems appropriate.
- f. Establish employment policies for the employees of the Pool including but not limited to policies, salaries and benefits.
- g. Provide for the administration of the moneys of the Pool, for the manner of payments to the Pool, and for payment of all expenses of the Pool; establish standards for the accountability of all receipts and disbursements of the Pool; and establish procedures for safekeeping, handling, and investing such monies received or paid.
- h. Acquire, lease, hold, and dispose of real and personal property.
- i. Exercise the full power and authority of any Member of the Pool when requested to do so by the Member's governing body.
- j. Provide for necessary activities, and enter into contracts as necessary or appropriate to accomplish the purposes of the Pool.
- k. Do any act permitted by law and not in conflict with these Bylaws, the Agreement, or the Amended Articles of Incorporation of the Pool.
- l. Provide for an independent audit of claim handling procedures, payments, and overall operations of the Pool, at such times as the Board may determine.
- m. Establish loss reduction, prevention and risk management policies, procedures, and requirements for Members of the Pool and provide risk management services and educational and other programs related to risk management.

- n. Appoint committees from time to time, as the Board considers appropriate.
- o. Formally appoint the Chair of the Law Enforcement Committee, Litigation Management Committee and Personnel Committee.
- p. Approve a list of attorneys or law firms authorized to represent Members in claims covered by or through the Pool.
- q. Obtain the services of agents, attorneys, brokers, consultants, employees, and service providers as necessary or appropriate for the operation of the Pool.
- r. Exercise all powers of the Pool except those powers reserved to the Members, and all powers necessary and proper for the operation of the Pool and implementation of the Pool, subject to the limits of the Agreement, the Amended Articles of Incorporation, Bylaws, and the Code. The Board is responsible for all operations of the Pool.

Section 6. OFFICERS.

The Board of Trustees shall elect and establish the duties of officers of the Pool in accordance with Utah law, the Amended Bylaws, and the Amended Articles of Incorporation.

Section 7. COMMITTEES.

The Board of Trustees may establish from time to time such committees as shall be deemed appropriate by said Board.

Section 8. MANNER OF FINANCING.

Utah Counties Insurance Pool shall be funded by contributions from the members; the amount of such contributions shall be established by the Board of Trustees and consistent with the Utah Insurance Code.

All monies of the Pool, and earnings thereon, shall be held in the name of and for the use and benefit of the Pool. The Board of Trustees shall prepare an annual budget consistent with Utah Code Ann. 17A-1-408 et. seq.

Utah Counties Insurance Pool is not assessable.

Section 9. PROPERTY USED IN COOPERATIVE UNDERTAKING.

Any real or personal property acquired, held, and used pursuant to this cooperative undertaking shall be administered and controlled by the Board of

Trustees established in Section 5 hereof. Any disposition of said real or personal property shall also be administered and controlled by said Board of Trustees, pursuant to the terms of this Agreement.

The provisions of this Amended Agreement and the assets of the Pool are for the benefit of the members of the Pool only, and no other persons or entities shall have any rights or interest in this Agreement or in any of the other documents referred to herein or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.

In the event of a voluntary dissolution of the Pool, as provided in Section 4 hereof, the property of the Pool not used or needed for the purposes of the Pool, including its contractual obligations, shall be distributed, as determined by the Board, only to Utah counties which are members of the Pool at the time of dissolution. Such dissolution shall be handled as provided in Section 12

Section. 10. ADDITION OF OTHER MEMBERS.

Other counties may become parties to this Amended Interlocal Cooperation Agreement, subject to the approval of the Board of Trustees, by executing an Addendum to this Agreement. In order for a county to be added to this Agreement by Addendum, the Addendum must be approved by the governing body of the county to be added and the Addendum must be reviewed and approved for form and compatibility with the laws of the State of Utah by the attorney for the county to be added. Prior to becoming effective, this Amended Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

Section 11. TERMINATION OF PARTICIPATION.

Any Member may withdraw from the Pool, at the end of a coverage period after giving the Board timely written notice of such withdrawal, pursuant to a resolution of the Member's governing body. Timely written notice of such withdrawal must be provided to the Board no later than 120 days day prior to the date the Member's coverage would otherwise renew. The Board shall consider a timely written notice of withdrawal to be a final decision unless the notice is withdrawn by the Member 90 days prior to the date the Member's coverage would otherwise renew. The Board may, by a three-fourths vote and at its sole discretion, agree to permit an earlier date of withdrawal.

A withdrawn member shall lose all voting rights upon the effective date of withdrawal. Any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the member or of the member to the Pool, after the effective date of the member's withdrawal, shall end.

A member shall lose all voting rights upon termination of its membership. The terminating member shall lose any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the member or of the member to the Pool, after the termination of membership, shall end.

Section 12. DISSOLUTION AND DISPOSITION OF PROPERTY.

The Pool may be dissolved by a majority of the Members voting in favor of dissolution at a meeting. In the event of voluntary dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, including its contractual obligations shall be distributed, as determined by the Board, only to Utah counties, which are Members of the Pool at the time of dissolution.

Upon partial or complete dissolution of the Pool by the Members, the Trustees shall determine all other matters relating to the disposition of property and dissolution of the Pool by a two-thirds vote of all Trustees.

Each member's interest in the property of the Pool shall be calculated as follows:

1. The sum of the contributions for all fund years for which the member was a participant in the Pool divided by all contributions received by the Pool during its life, is the ratio used to calculate interest in Pool property other than equity, which is defined for these purposes as cash or cash equivalent assets of the Pool.
2. For equity calculation, the ratio of each member's contributions to the total contributions shall be computed for each fund year. The member's contribution ratio shall then be multiplied by the total surplus, less any borrowed surplus, attributable to a fund year as stated in the most recent monthly financial statement. A member's total equity will be the sum of the yearly amounts for each fund year for which that member was a participating member in the Pool.
3. In the event that the surplus amount is a negative number, a member's equity will be decreased using the same method of calculation as above.
4. In the event of a voluntary withdrawal or an involuntary termination of membership, the withdrawn or terminated member shall lose and have no claim to any Pool property or assets. The property interest or equity formerly attributed to that member for each fund year shall be allocated to the remaining counties that were members during that year.

The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Pool.

Section 13. INDEMNIFICATION.

It is the intent of the Pool to provide the broadest possible immunity from personal liability to each trustee, officer, and employee of the Pool allowed by applicable laws of the State of Utah including, but not limited to, the Utah Governmental Immunity Act, the Utah Non-Profit Corporation and Co-operative Association Act and the Utah Insurance Code, as amended from time to time. The Pool shall defend and indemnify the trustees, officers and employees of the Pool against any and all expense, including attorney fees and liability expenses, sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties to the fullest extent allowed by the laws of the State of Utah.

The Pool shall purchase liability or other appropriate insurance providing coverage for the trustees, officers and employees of the Pool. Nothing herein shall be deemed to prevent compromises of any litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

Neither this Amended Agreement nor any action of the governing body of a county in adopting this Amended Agreement is intended to nor do they waive, nor shall they be construed as waiving, any immunity or limitation on liability provided to the members or their officers or employees by any law, including but not limited to any such immunity or limitation appearing in the Utah Governmental Immunity Act, and amendments thereto.

Section 14. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Amended Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of each of the Members to this Amended Agreement, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 15. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an Authorized Attorney of each of the parties, as required by Utah Code Ann. §11-13-202.5(3), 1953 as amended, and (d) filed in the official records of each party.

Section 16. SEVERABILITY.

If any term or provision of the Amended Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Amended Interlocal Cooperation Agreement,

or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Amended Interlocal Cooperation Agreement unenforceable.

Section 17. GOVERNING LAW.

All questions with respect to the construction of this Amended Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 18. EXECUTION BY COUNTERPART.

This Amended Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with the Pool.

[Handwritten signature]

IN WITNESS WHEREOF, the parties have signed and executed this Amended Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

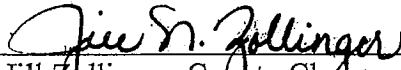
Dated this 12 day of September, 2006.

CACHE COUNTY



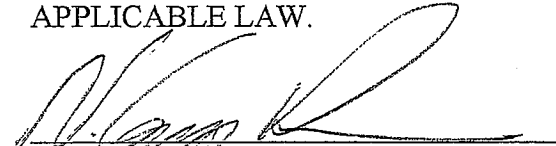
By: M. Lynn Lemon, County Executive

ATTEST:



By: Jill Zollinger, County Clerk

REVIEWED AND FOUND TO BE IN PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW.



By: George Daines, County Attorney

Proposed Development Principles

- 1) Residential, Commercial, and Industrial growth in Cache County is encouraged to be located within or adjacent to incorporated areas.
- 2) Development within the County shall meet a high standard.
 - Development must be complimentary to the rural/agricultural setting of Cache County.
 - Development standards shall maintain quality growth.
 - Development standards shall protect natural, historic, and cultural resources.
- 3) Development costs will not be subsidized by Cache County.
 - The County shall not be burdened with the cost to review development.
 - The perpetual cost associated with development shall not be a burden on the County.
- 4) Development standards will be applied in an equitable and consistent manner.

Possible Solutions

Solution 1: Reducing the County's financial liability from Development

- A. Implement a Planning & Zoning fee structure that reduces the level of County subsidy for development review.
- B. Investigate methods for reducing the County's long-term costs of servicing development including Development Fees and Impact Fees.

Solution 2: Make Alterations within the Cache County Land Use and Subdivision Ordinances

- A. Develop an ordinance that utilizes a density standard instead of lot size minimums.
- B. Develop multiple Residential Zones
 - Residential Estate Zone (2-5 acre) densities for areas that have already developed into ranchettes.
 - Residential Townsite Zone of .5+ acres for specific areas within Cove, Benson, Cache Junction, etc.
- C. Revise the Agriculture Zone
 - Develop meaningful agricultural development densities and patterns.
 - Clarify the distinction between Agricultural, Residential, and Commercial/Industrial uses.
- D. Initiate new methods for planning within areas that are adjacent to municipalities.
 - Planning and Zoning should be coordinated with and match more closely to the municipality's ordinances & desired development patterns.
- E. Provide a greater level of flexibility for development.
 - Improve the current clustering ordinance.
 - Provide a mechanism to transfer development rights or allowed development density.

Solution 3: Implement Infrastructure and Development Standards

- A. Require professional design and engineering review of all infrastructure.
- B. Develop basic requirements for:
 - Road design and construction
 - Primary/Secondary Water & Wastewater treatment
 - Drainage & Flooding, Wetlands, Floodplain
 - Fire Protection
- C. Develop options for phasing, development agreements, bonding, etc.

Solution 4: Be proactive in Preparing for Growth and Development

- A. Design and implement a master road network
- B. Manage growth patterns
- C. Review and revise the Comprehensive Plan

Development Services Cache County Corporation

179 North Main, Room 305
Logan, Utah 84321

Memorandum

To: Cache County Council
From: Cache County Planning Commission
Date: September 12, 2006
Subjects: Planning Commission Recommendations

Title 17.06.130 Nonconforming Use, Lot, or Structure

The Cache County Planning Commission has reviewed the proposed ordinances adjustments for Title 17.06.130 and is recommending that the County Council approved the proposed alterations.
(Draxler motioned, Christiansen seconded; Passed 6,0).

Title 17.09 Agricultural Zone

The Cache County Planning Commission is reconfirming the proposed ordinance adjustment (Option #1, as recommended on August 28, 2006) with an endorsement to work towards a concept of multiple residential and agricultural zones within the County.
(Ellis motioned, Christiansen seconded; Passed 5 [Allen, Christiansen, Clements, Ellis, Nelson] – 1 [Draxler]).

Proposed Alterations to the Fee Schedule

The Cache County Planning Commission has recommended to the County Council that the Fee Schedule not be increased not more than 10% with the exception of the Resort Recreation Master Plan fee structure be increased the to proposed levels. The Planning Commission views the cost of reviewing developments is a benefit to the general public, and therefore should be funded from general real estate tax funds.
(Allen motioned, Clements seconded; Passed 5 [Allen, Christiansen, Clements, Ellis, Nelson] – 1 [Draxler]).

Option 1

17.09.040 Area and Lot Width

- A. The minimum lot size for a lot in the Agricultural zone shall be one half (1/2) acre or as otherwise designated by Bear River Health or the State Division of Water Quality based on septic or water facility requirements.

17.09.080 Subdivision Size and Density Limits

(Within this zone residential subdivisions are limited)

- A. Minor Subdivisions: A maximum of 5 lots from the base 1970 parcel may be approved in this zone. Such subdivision shall be defined for purposes of this Chapter as a Minor Subdivision.
- B. Major Subdivisions: Proposed subdivisions within which the maximum density allowed in this zone is one unit per five and a half (5.5) acres. Such subdivision shall be defined for purposes of this Chapter as a Major Subdivision.
- C. Other Subdivisions: All other subdivisions may not be approved in this zone.
- D. The maximum density may be reduced at the discretion of the County Council with a recommendation from the Planning Commission based on sensitive lands, terrain/topography, site specific considerations, and other requirements of this Title and Title 16: Subdivision Ordinance.
-

Option 2

17.09.040 Lot Size and Density Standards

- A. The minimum lot size for a lot in the Agricultural zone shall be one half (1/2) acre or as otherwise designated by Bear River Health or the State Division of Water Quality based on septic or water facility requirements. The maximum density allowed in this zone for subdivisions is one unit per twenty (20) net developable acres.

The maximum density may be reduced at the discretion of the County Council with a recommendation from the Planning Commission based on the proposed subdivision design, the neighborhood character, terrain, topography, site specific considerations, and other requirements of this Title.

Section to be removed:

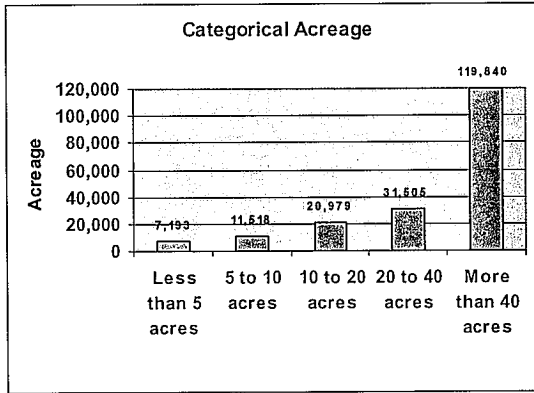
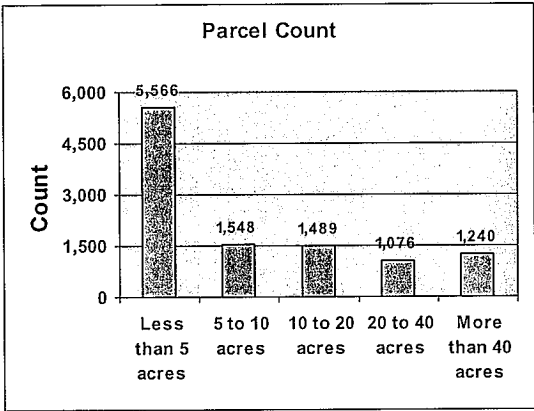
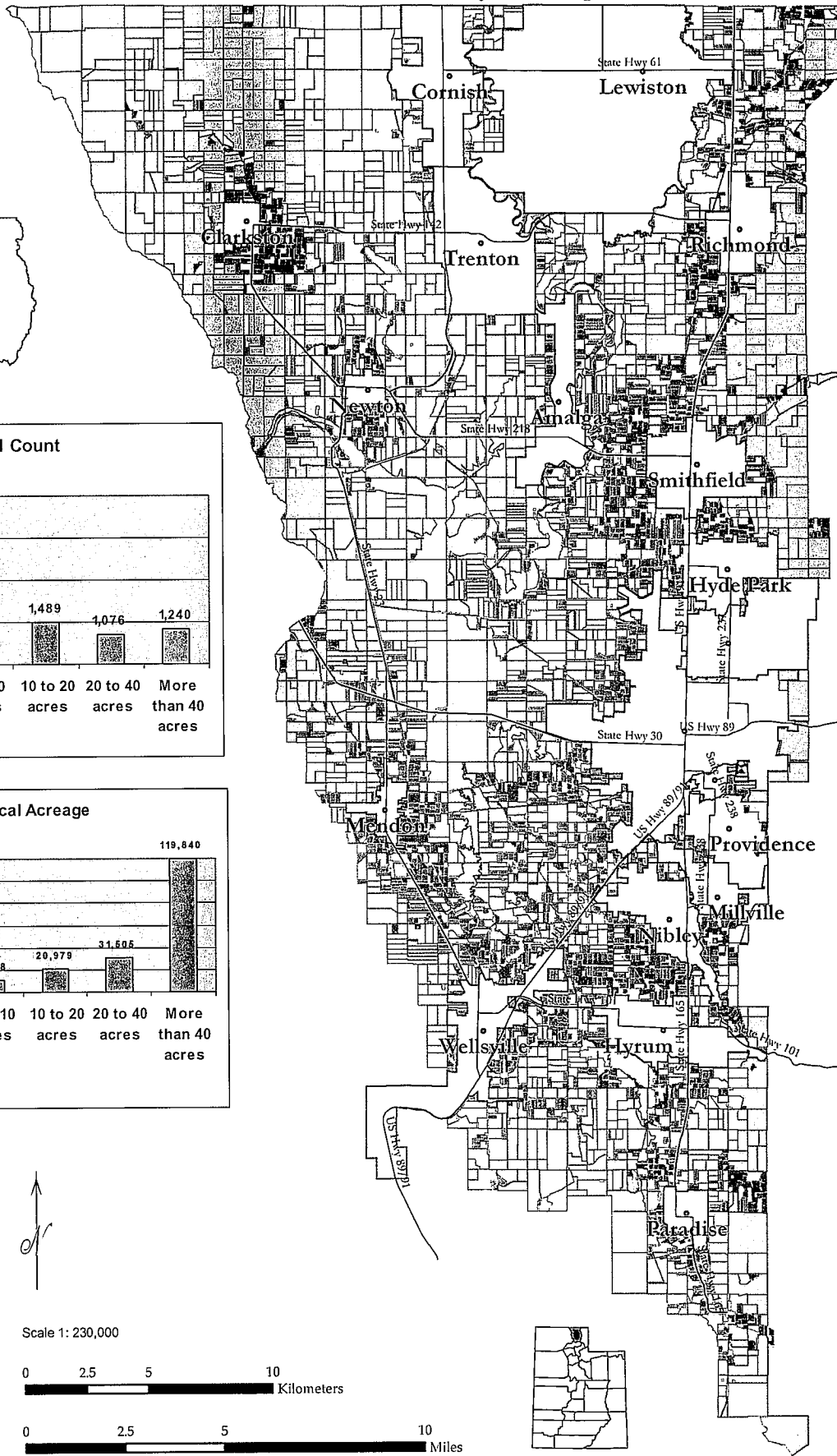
17.09.080 Subdivision Size and Limits

(Within this zone residential subdivisions are limited)

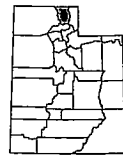
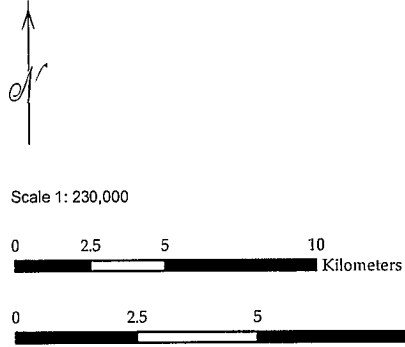
- A. Small Subdivisions: Lot split subdivisions and a maximum of 5 lot residential subdivisions may be approved in this zone. Such subdivision shall be defined for purposes of this Chapter as a Small Subdivision.
- B. Agricultural Subdivisions: Proposed subdivisions in which each lot has sufficient size to qualify for assessment under Title 59, Chapter 2 part 5, of the Farmland Assessment Act may be approved in this zone. Such subdivision shall be defined for purposes of this Chapter as an Agricultural Subdivision.
- C. Other Subdivisions: All other subdivisions may not be approved in this zone
-

Cache County Agriculture Parcel Acreage

Cache County Development Services

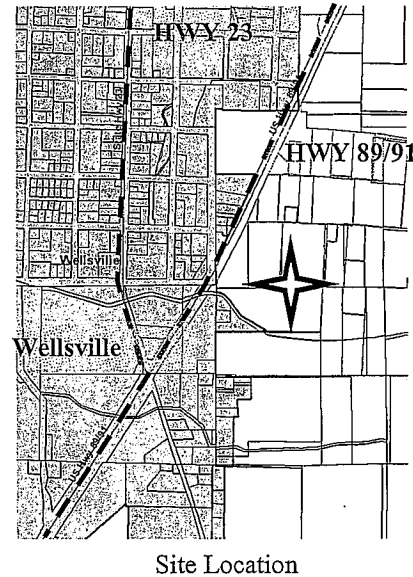


- Municipalities
 - State Roads
- #### Acreage Range
- less than 4.9999
 - 5 - 9.9999
 - 10 - 19.9999
 - 20 - 39.9999
 - more than 40



Development Services Cache County Corporation

Project Name: Leishman-Cable Lot Split Subdivision
Agent: McKay Leishman
Request: Lot Split Subdivision
Type of Action: Quasi-Judicial
Current Zoning: Agriculture (A)
Project Address: 1020 South 200 East (Wellsville)
Tax ID: 10-043-0001
Staff Recommendation: Recommend Approval with Stipulations
Surrounding Uses: North – Agriculture
South – Agriculture
East – Agriculture
West – Wellsville City
(Single Family Homes/Agriculture)



PROJECT

Request: The applicant is requesting a lot split subdivision to create two (2) building parcels. The proposed lot sizes are 8.72 acres (Lot 1) and 26.48 acres (Lot 2). The lot sizes on both Lots 1 and 2 meet the minimum lot size requirements for an small subdivision as provided in §17.09.080, but the proposed subdivision does not meet the minimum lot width requirements of 90 feet (the width is only 88 feet) at the front setback as required in §17.09.040(B). Deviation from the ordinance for this will require the approval of a variance request from the Board of Adjustments prior to the final approval and recordation of this plat.

Water & Septic: Lot 1 and 2 are feasible for the installation of an on-site waste water disposal system although status may change. At this time water is not required as this is part of a lot split subdivision, however, prior to the issuance of a Zoning Clearance, approved water rights will be required.

Access: Lot 1 is being access from 200 East, a Wellsville City Road, and Lot 2 is being accessed from 6100 South (Hawbush Field Road). The County has received a letter from the City of Wellsville granting access for Lot 1 onto 200 East, and the applicant has provided 25 feet of dedication from the centerline of 6100 South which has a paved surface and is 20 feet in width.

AGENCY AND COUNTY DEPARTMENT COMMENTS

Bear River Health Department:

- Lots 1 and 2 are feasible for on-site wastewater disposal systems.
- Any new septic system shall be between 100 and 200 feet from any water ways or wells, as determined by the Bear River Health Department.

Cache County Road Department:

- 6100 South is a paved road with a hard surface width of 20 feet. Dedication of 25 feet from the centerline of the road is required.
- Wellsville City has granted access for Lot 1 onto 200 East (a Wellsville City Street).

Cache County Fire Department:

- Access road to property for fire protection is adequate.
- Water supply tenders from Wellsville Fire which is 1.5 miles from subdivision.

- Fire hydrants are not available, fire sprinklers are not required but are recommended

Cache County School District:

- Distance from property to existing bus stops is approximately a ½ block.
- Nearest bust stop is at 855 South 200 East.

Cache County Service Area #1

- The container must be placed on an accessible City/County road.

STAFF RECOMMENDATIONS

Action: Staff recommends that the Planning Commission approve a motion to recommend that the County Council approve the Leishman-Cable Lot Split Subdivision, a two (2) lot subdivision for property located at approximately 1020 South 200 East, TIN # 10-043-0001.

Stipulations:

1. Any new septic systems shall meet the requirements of the Bear River Health Department and shall be a minimum of 200 feet from any water way or well unless otherwise designated by the Health Department.
2. Prior to the issuance of a Zoning Clearance for Lots 1 or 2, proof of appropriate water shares will be required.
3. The applicant shall be required to obtain approval for a variance from the Board of Adjustments for Lot 1 for a lot that does not meet the minimum required Lot width in conformance with §17.09.040(B) prior to final approval and recordation of this subdivision.

RECOMMENDED FINDINGS OF FACT

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

1. The Leishman-Cable 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 Leishman-Cable 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 Leishman-Cable Lot Split Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. 200 East and 6100 South, 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: July 26, 2006

Republished: August 23, 2006

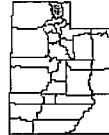
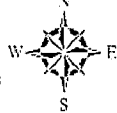
This staff report is an analysis of the application based on adopted County documents, standard County development practices, and available information. The report is to be used to review and consider the merits of the application prior to and during the course of the Planning Commission meeting. Additional 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.

Leishman Lot Split Subdivision

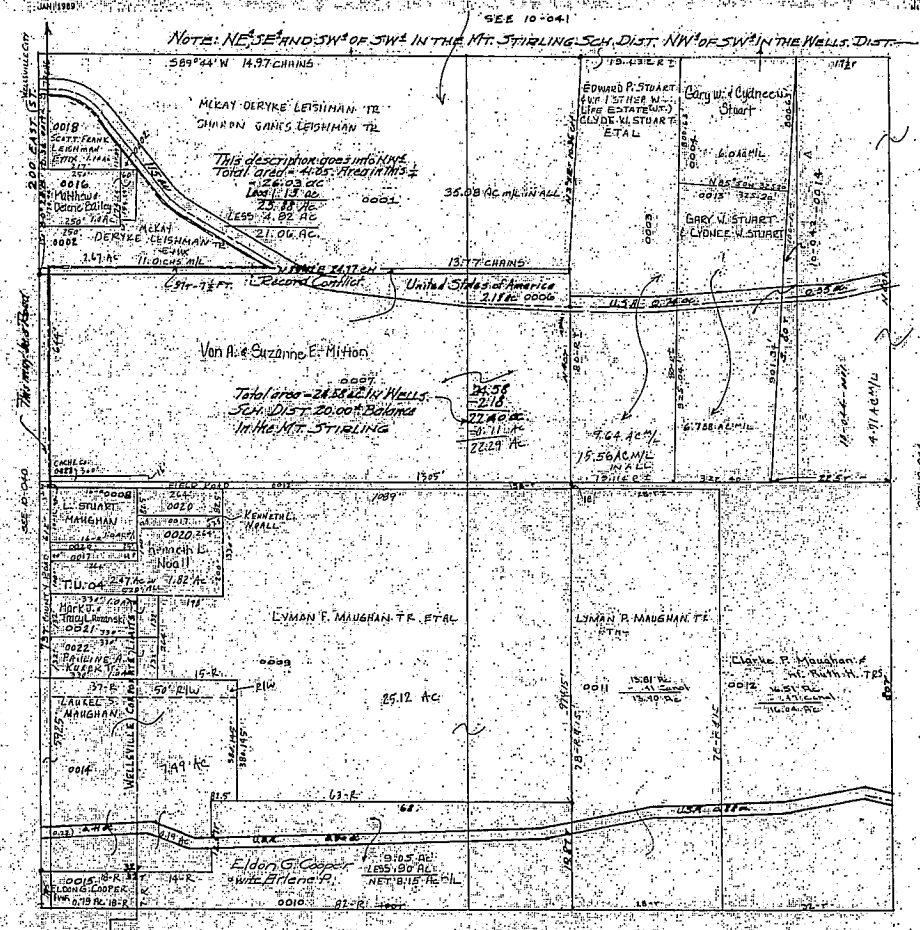
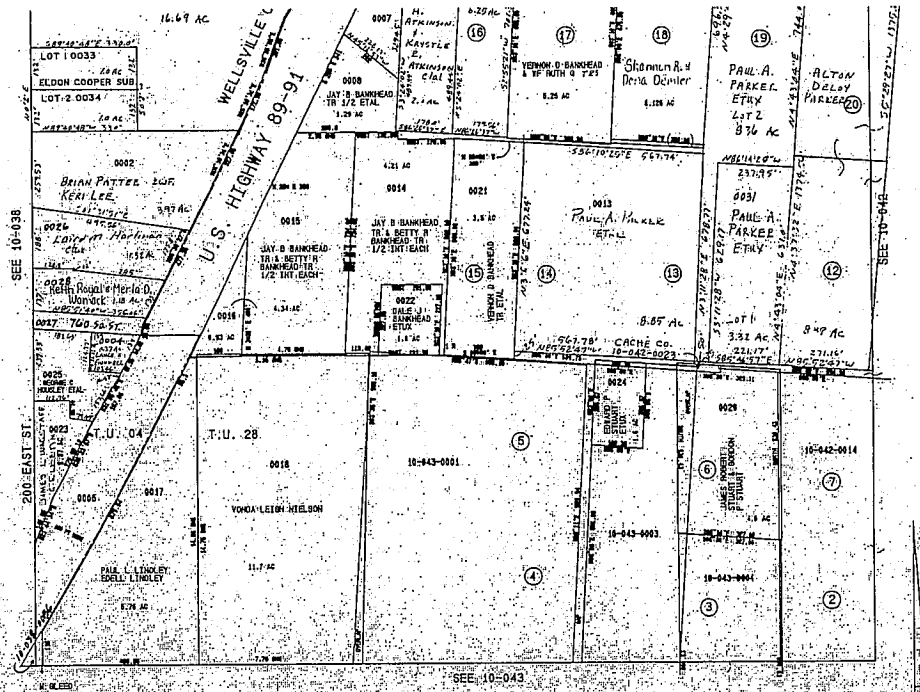


0 85 170 340 510 Yards

Scale 1: 7,000



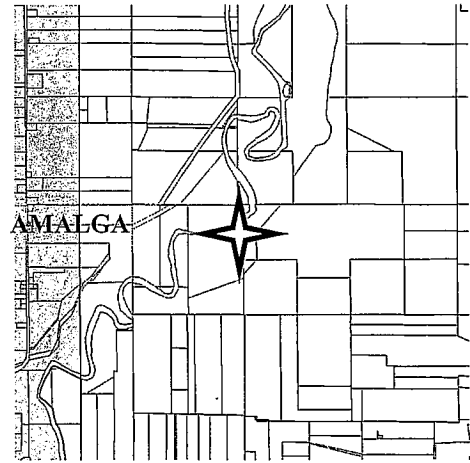
This is not an official map but for reference only. The data was compiled from the best sources available, so various errors may be inherent on the map. All boundaries and features should be treated as such.



SECTION 11, TOWNSHIP 10 NORTH, RANGE 1 WEST
 SCALE 1 INCH = 3 CHAINS
 TAX UNIT 28

Development Services Cache County Corporation

Project Name: Carolyn Barcus Subdivision
Agent: Carolyn Barcus
Request: Lot Line Adjustment &
Lot Split Subdivision
Type of Action: Quasi-Judicial
Current Zoning: Agriculture (A)
Project Address: 7800 North 1600 West
Tax ID: 08-029-0001
Staff Recommendation: Recommend Approval with Stipulations
Surrounding Uses: North – Pasture
South – Pasture
East – Hay
West – Pasture/Bear River



Site Location

PROJECT

Request: The applicant is requesting a lot split subdivision to create two (2) building parcels. The proposed lot sizes are 8.45 acres (Lot 1) and 4.23 acres (Lot 2). The lot sizes on both Lots 1 and 2 meet the minimum lot size requirements for a small subdivision as provided in §17.09.080. Staff does not have any concerns with this Lot Split Subdivision.

Water & Septic: Lot 1 and 2 are feasible for a septic system. At this time water is not required as this is part of a lot split subdivision, however, prior to the issuance of a Zoning Clearance, approved water rights will be required.

Both Lots 1 and 2 have designated areas that are located within the FEMA 100 year floodplain along the northern and western portions. §17.18.060(C)(1) requires that any development within a 100 foot buffer of the designated floodplain obtain an elevation certificate that is approved by the County's Flood Plain Manager.

Access: Both lots within this subdivision are accessed by Alvey Road (7800 North), which has a hard surface width of between 20 and 21 feet. No further improvements are being required of this road at this time.

AGENCY AND COUNTY DEPARTMENT COMMENTS

Bear River Health Department:

- The property is located next to the Bear River and has some high water wet areas. However, the east side of the property is high enough that the septic systems can be put into use on the bench area.
- Any new septic system shall be between 100 and 200 feet from any water ways or wells, as determined by the Bear River Health Department.

Cache County Road Department:

- The road has a current hard surface width of 20 to 21 feet.
- Dedicate 25 feet from the centerline of 7800 North

Cache County Fire Department:

- Access road to property for fire protection is adequate.
- Water supply tenders from Smithfield Fire which is 1.1 miles away.
- Fire hydrants are not available.
- Fire sprinklers are not required but are recommended.

Cache County School District:

- Distance from property to existing bus stops is approximately 15 blocks.
- Bus stop is at 1320 West 6600 North. Would be willing to stop at 1600 West 6600 North.

Cache County Service Area #1

- The container must be placed on an accessible County road.

PUBLIC COMMENTS

Notices were mailed to 5 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 Barcus Lot Split Subdivision, a two (2) lot subdivision for property located at approximately 7800 North 1600 West, TIN # 08-029-0001.

Stipulations:

1. Any new septic systems shall meet the requirements of the Bear River Health Department and shall be a minimum of 200 feet from any water way or well unless otherwise designated by the Health Department.
2. Prior to the issuance of a Zoning Clearance for Lots 1 or 2, proof of appropriate water shares will be required.
3. Prior to recordation of the final plat, a boundary line adjustment shall be completed through the Development Services Office.

RECOMMENDED FINDINGS OF FACT

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

1. The Barcus 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 Barcus 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 Barcus Lot Split Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. Alvey Road (7800 North), 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: July 26, 2006

Republished: August 23, 2006

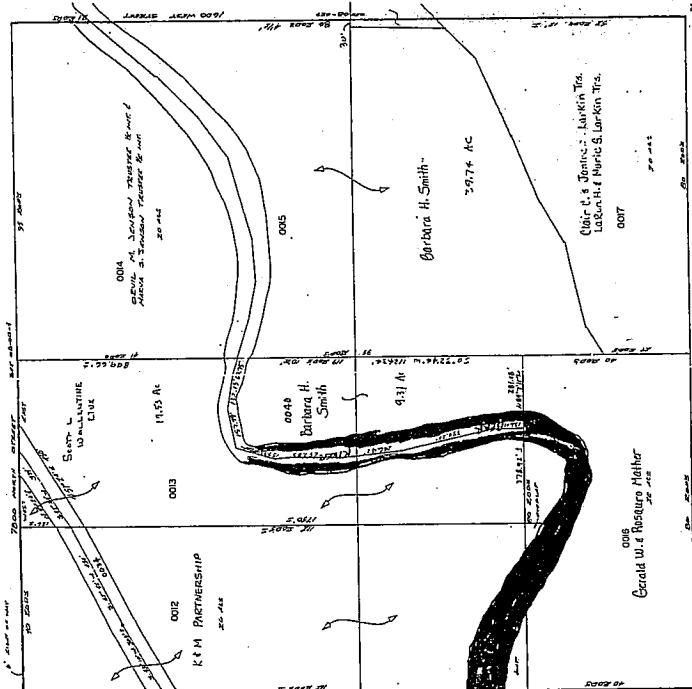
This staff report is an analysis of the application based on adopted County documents, standard County development practices, and available information. The report is to be used to review and consider the merits of the application prior to and during the course of the Planning Commission meeting. Additional 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.



N.E. 1/4, SECTION 13 NORTH, RANGE 1 EAST.

SCALE: 1 INCH=200 FEET

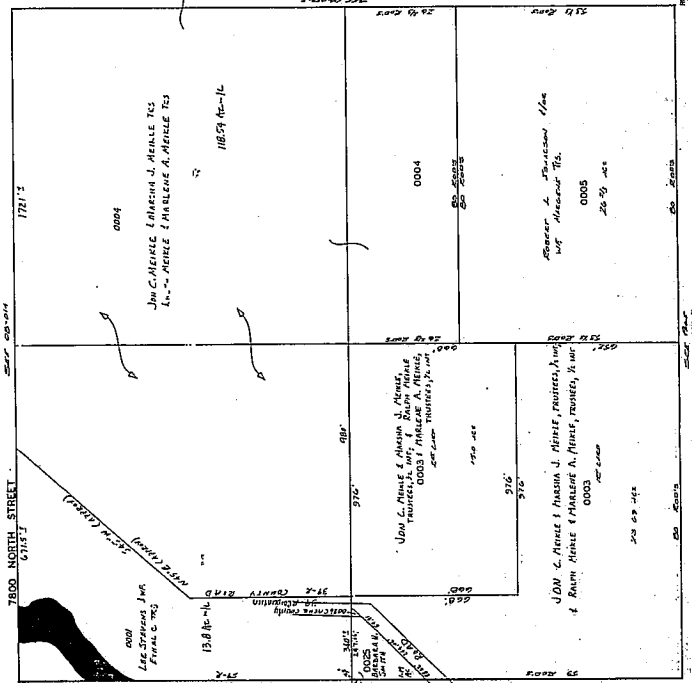
TAX UNIT 28



N.W. 1/4, SECTION 17 TOWNSHIP 13 NORTH, RANGE 1 EAST.

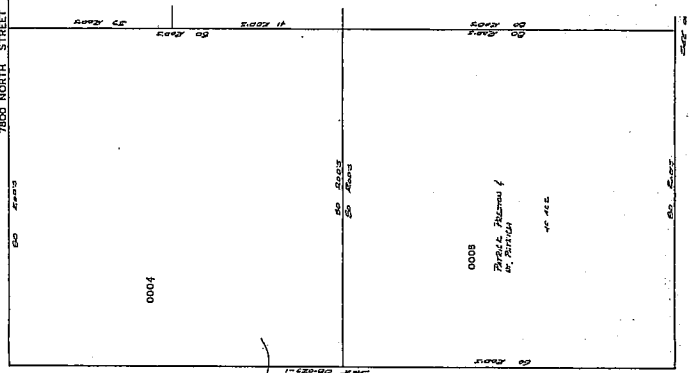
SCALE: 1 INCH=200 FEET

TAX UNIT 28



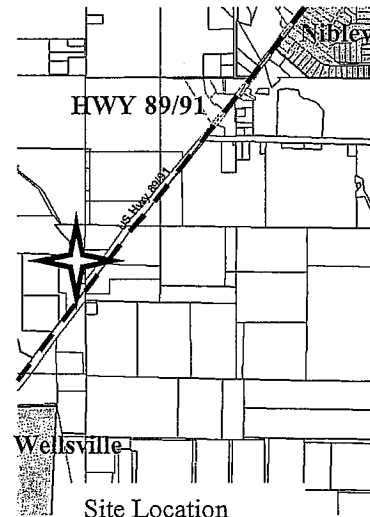
N.E. 1/4, SECTION 17, TOWNSHIP 13 NORTH, RANGE 1 EAST.

SCALE: 1 INCH=200 FEET



Development Services Cache County Corporation

Project Name: Tracy Sorensen Lot Split Subdivision
Agent: Tracy D. & KayDawn I. Sorensen
Request: Boundary Line Adjustment & Lot Split Subdivision
Type of Action: Quasi-Judicial
Current Zoning: Agriculture (A)
Project Address: 3505 South Hwy 89-91
Tax ID: 03-053-0002
Staff Recommendation: Recommend Approval with Stipulations
Surrounding Uses: North – Agriculture
South – Agriculture
East – Agriculture (USU Dairy)
West – Agriculture



PROJECT

Request: The applicant is requesting a lot split subdivision to create a second building parcel in addition to an existing home on Lot 1. The proposed lot sizes are 3.80 acres (Lot 1) and 1.97 acres (Lot 2). The lot sizes on both Lots 1 and 2 meet the minimum lot size requirements for a small subdivision as provided in §17.09.080. Staff does not have any concerns with this Lot Split Subdivision.

Water & Septic: Lot 1 and 2 are feasible for the installation of an on-site waste water disposal system. At this time water is not required as this is part of a lot split subdivision, however, prior to the issuance of a Zoning Clearance, approved water rights will be required.

Access: Both lots within this subdivision are accessed by Hwy 89-91 which has a hard surface width of 120 feet. No further improvements are being required of this road at this time and UDOT has approved the access through CAMP.

AGENCY AND COUNTY DEPARTMENT COMMENTS

Bear River Health Department:

- Lot 1 has an existing septic system and Lot 2 is feasible for a septic system.
- Any new septic system shall be between 100 and 200 feet from any water ways or wells, as determined by the Bear River Health Department.

Cache Metropolitan Planning Organization:

- Driveway access to Hwy 89-91 is granted.

Cache County Fire Department:

- The private drive will need to be widened to a minimum of 20 feet wide with an approved turn-around. Future approvals will be required prior to the issuance of a zoning clearance.
- Water supply tenders from Wellsville Fire which is 3.1 miles from subdivision.
- Fire hydrants are not available, fire sprinklers are not required but are recommended

Cache County School District:

- Distance from property to existing bus stops is approximately 100 yards.

Cache County Service Area #1

- The container must be placed on an accessible City/County road.

PUBLIC COMMENTS

Notices were mailed to 3 property owners located within three hundred feet of the subject property and to Nibley and Wellsville Cities and to Utah State University. 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 Sorensen Lot Split Subdivision, a two (2) lot subdivision for property located at approximately 3505 South Hwy. 89-91, TIN # 03-053-0002.

Stipulations:

1. Any new septic systems shall meet the requirements of the Bear River Health Department and shall be a minimum of 200 feet from any water way or well unless otherwise designated by the Health Department.
2. Prior to the issuance of a Zoning Clearance for Lot 2, proof of appropriate water shares will be required.
3. The private drive will need to be widened to a minimum of 20 feet wide with an approved turn-around prior to the issuance of a zoning clearance.
4. Garbage collection along Hwy 89/91 shall be required to meet the minimum standards of Cache County Service Area #1.

RECOMMENDED FINDINGS OF FACT

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

1. The Sorensen 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 Sorensen 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 Sorensen Lot Split Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. Hwy 89/91, the road that provides access to the subject property, has an adequate capacity, or suitable level of service, for the proposed use.

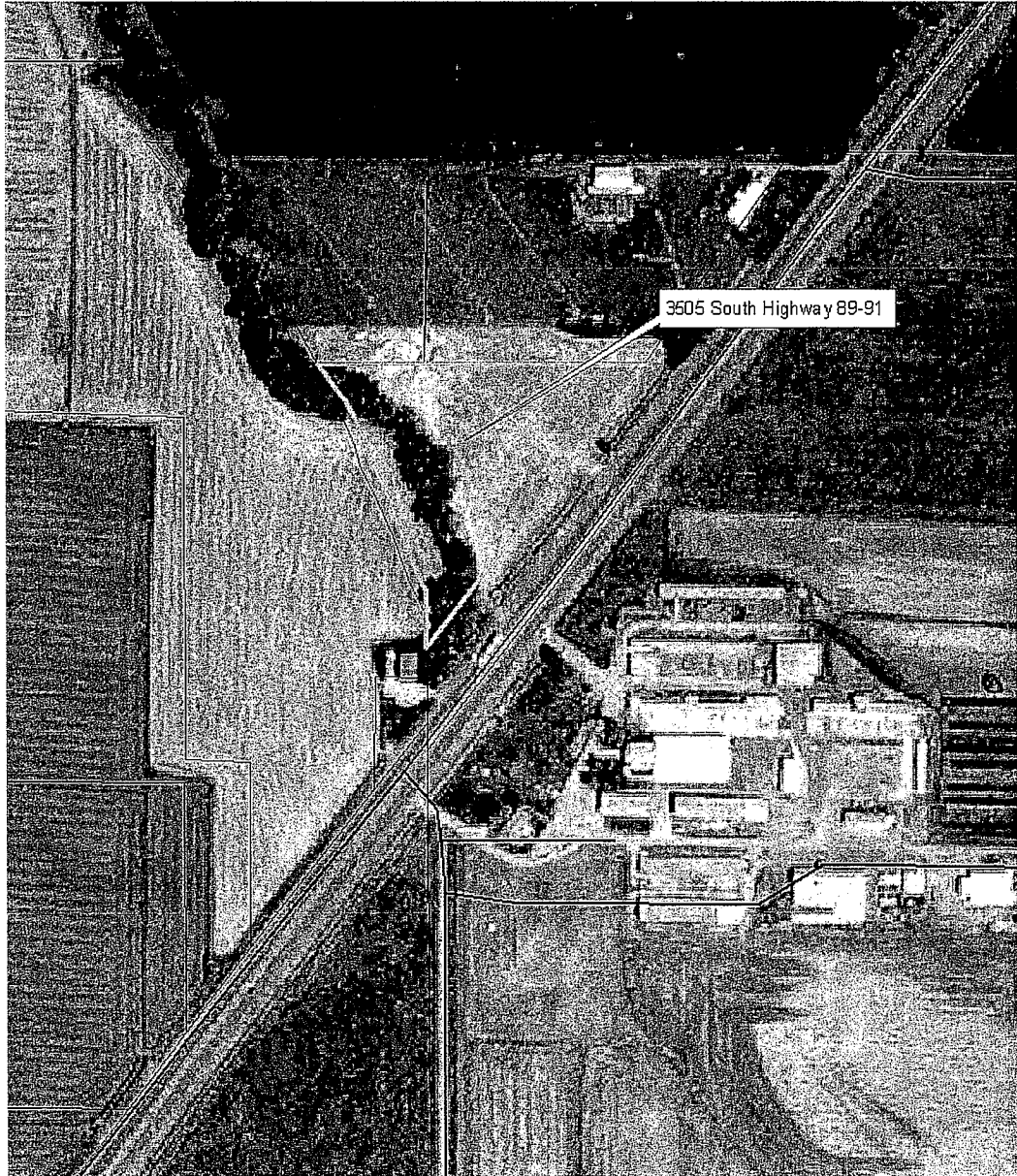
Respectfully submitted,

Josh Runhaar
Cache County Planner & Zoning Administrator
Report Published: July 26, 2006

Republished: August 23, 2006

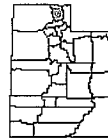
This staff report is an analysis of the application based on adopted County documents, standard County development practices, and available information. The report is to be used to review and consider the merits of the application prior to and during the course of the Planning Commission meeting. Additional 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.

Tracy Sorensen Lot Split Subdivision



0 35 70 140 210
Yards

Scale 1: 3,000



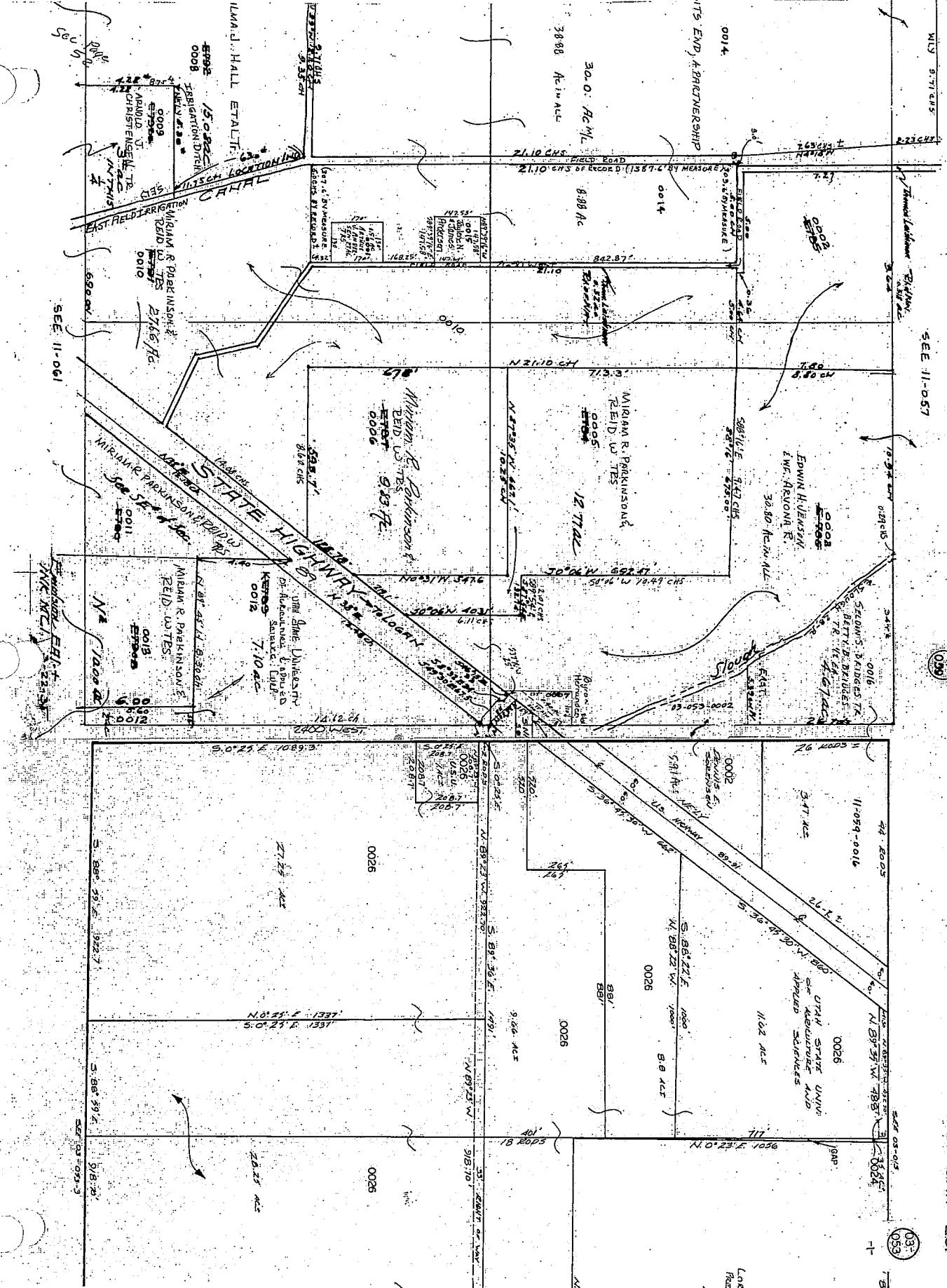
This is not an official map but for reference only.
The data was compiled from the best sources available,
so various errors may be inherent on the map. All boundaries
and features should be treated as such.

SECTION 25, TOWNSHIP 11 NORTH, RANGE 1 WEST
SCALE 1 INCH = 3 CHAINS

SECTION 30, TOWNSHIP 11 NORTH, RANGE 1 EAST
SCALE 1 INCH = 200 FEET

TAX UNIT 28

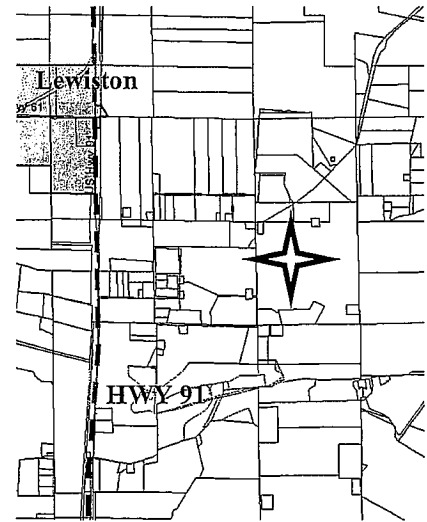
TAX UNIT 28



5

Development Services Cache County Corporation

Project Name: Cove Mountain Estate Subdivision
Agent: Ty Haguewood
Request: 5 Lot Subdivision
Type of Action: Quasi-Judicial
Current Zoning: Agriculture (A)
Project Address: 1800 East 13050 North (Cove)
Tax ID: 09-027-0013
Staff Recommendation: Recommend Approval with Stipulations
Surrounding Uses: North – Agriculture
South – Gravel Pit
East – Agriculture/Gravel Pit
West – Agriculture



Site Location

PROJECT

History: This parcel was subdivided in 2004. There are other out parcels from the original 1970 parcel that are not being included within this subdivision which include a parcel owned by Lewiston City which contains water tanks and a parcel owned by Cache County. Because these parcels are not developable parcels at this time, staff is requesting that no action be taken on them.

Request: The applicant is requesting a subdivision to create three (3) new building parcels, all of which are approximately 50 acres each (51.07, 46.57, 45.97, respectively) and to legalize lot 5 (currently a gravel pit). 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 the original 1970 parent parcel).

Access: The subdivision is accessed by 1800 East (accessed from Mountain Home Road). A private drive is partially in place and will be lengthened to service lots 2, 3, and 4.

Water & Septic: The applicant has applied to the State of Utah Division of Water Rights for culinary water permits on lots 2, 3, and 4, but at present has not obtained any approvals. Lot 1 has an existing home which currently has a water right and staff is requesting that the Planning Commission not require water on Lot 5 as it is currently in use as a gravel pit. The subdivision will not be recorded until the appropriate water rights for all of the lots have been approved by the State of Utah Division of Water Rights.

The Bear River Health Department has found that the soils on all of the lots are suitable for septic systems. Due to the large lot size (45-51 acres) and the variability of the soil, additional soil evaluation will be required on each lot when the location of the home is decided.

AGENCY AND COUNTY DEPARTMENT COMMENTS

Bear River Health Department:

- The soil on all of the proposed lots may be acceptable for septic systems. Due to soil variability, additional evaluations to determine the water table, flooding issues, and the placement of wells will be required prior to placing any septic systems.
- Any new septic system shall be between 100 and 200 feet from any water ways or wells, as determined by the Bear River Health Department.
- Septic tanks must not be installed on more than 25% slope.

Cache County Road Department:

- County roads 1800 East and 13050 North have a hard surface width of 25 feet and a right of way width of 50'.

Cache County Fire Department:

- Water supply tenders 3.6 miles from Lewiston Fire.
- Each lot/home will need to be further reviewed prior to the issuance of a Zoning Clearance.

Cache County School District:

- Approximate distance from property to existing bus stop is 3 blocks

- A bus stop is recommended to stop at 1938 East High Creek Road.
Cache County Service Area #1

- Container must be placed on an accessible County Road.

PUBLIC COMMENTS

Notices were mailed to 16 property owners located within three hundred feet of the subject property and to the City of Lewiston.

STAFF RECOMMENDATIONS

Action: Staff recommends that the Planning Commission approve a motion to recommend that the County Council approve the Cove Mt. Estates Subdivision, a five (5) lot subdivision for property located at approximately 1800 East 13050 North (Richmond), TIN #09-027-0013.

Stipulations:

1. Any new septic systems shall meet the requirements of the Bear River Health Department and shall be a minimum of 200 feet from any waterway or well unless otherwise designated by the Health Department. Further review and analysis of soil conditions will be required prior to the issuance of a waste water permit on any of the lots.
2. The applicant shall submit an engineered full set of design and construction plans for any additional portions of 13050 West (the private road) that will be required to be built for this subdivision for approval by staff. The plans shall address issues of grade, drainage, base preparation and construction, and surfacing for the road. The plans shall be peer reviewed for staff by an independent engineer, the cost of which shall be paid by the applicant. The road shall meet all applicable requirements of the International Fire Code 2003 and any other applicable codes. The development of the road shall be completed by the applicant, and shall be either completed prior to the recordation of the plat or the applicant shall enter into agreements for the development of the road as required by the Cache County Attorney and the Zoning Administrator.
3. The maintenance of the road, including any areas of the road within the County right-of-way (the apron or connection point to the public road or other areas as determined by County staff), shall be the responsibility of the home owners association.
4. The proponent shall submit detailed information about the Home Owner's Association, any CC&R's, and the maintenance agreements for the road and culinary water systems that will be present for this subdivision for review and approval by staff.
5. The proponent shall be required to obtain a survey wavier on Lot 5 prior to recordation of the final plat.

RECOMMENDED FINDINGS OF FACT

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

1. The Cove Mt. 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 Cove Mt. 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 Cove Mt. Estates Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.
5. 1800 East and 13050 North, the roads that provide access to the subject property, have an adequate capacity, or suitable level of service, for the proposed use.

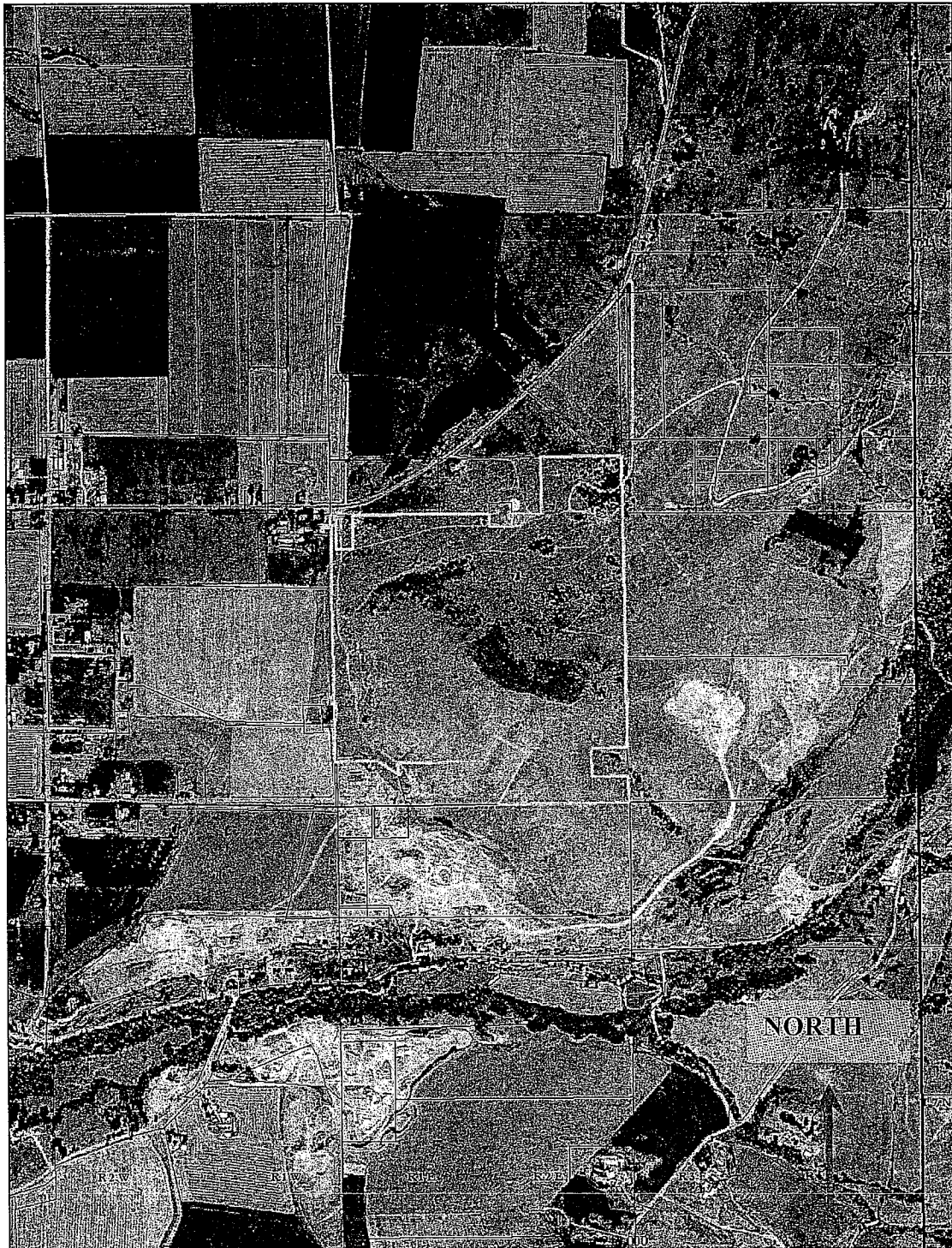
Respectfully submitted,

Josh Runhaar
Cache County Planner & Zoning Administrator
Report Published: July 27, 2006

Republished August 23, 2006

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.

Cove Mt. Estates Subdivision



Section 12 Township 14 North Range 1 East

Scale 1 Inch = 400 Feet

TAX UNIT 17

09-027

SEE PAGE 09-001

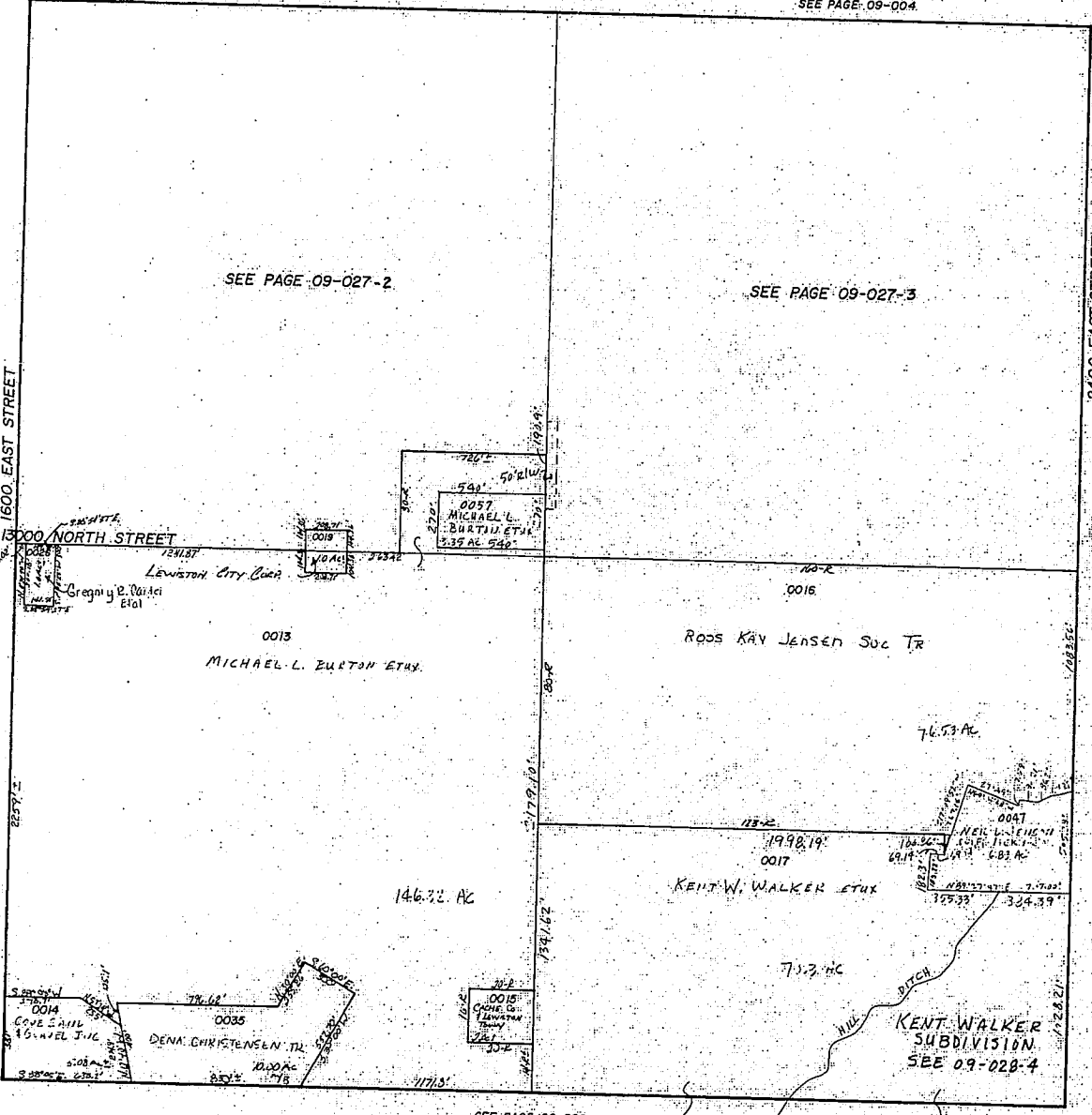
SEE PAGE 09-004

SEE PAGE 09-027-2

SEE PAGE 09-027-3

SEE PAGE 09-026
1600 EAST STREET

2400 EAST STREET
SEE PAGE 18-074



SEE PAGE 09-028

