PUBLIC NOTICE is hereby given that the Cache County Council of Cache County, Utah will hold a
BUDGET WORKSHOP at 3:00 p.m. and a REGULAR MEETING at 5:00 p.m. in the Cache
County Historic Courthouse Council Chambers, 199 North Main Street, Logan, Utah 84321,
TUESDAY, JUNE 11, 2019

AGENDA

3:00 p.m.  BUDGET WORKSHOP
1. CALL TO ORDER
2. REPORT FROM BUDGET COMMITTEE
3. REVIEW OF AMENDMENTS TO 2019 BUDGET
4. ADJOURN

5:00 p.m.  REGULAR MEETING
1. CALL TO ORDER
2. OPENING / PLEDGE – Councilwoman Gina Worthen
3. REVIEW AND APPROVAL OF AGENDA
4. REVIEW AND APPROVAL OF MINUTES (May 28, 2019)
5. MINUTES FOLLOW-UP
6. REPORT OF COUNTY EXECUTIVE
   a. Appointments:
   c. Other Items: Agriculture Extension Agent Interviews
7. CONSENT AGENDA
8. ITEMS OF SPECIAL INTEREST
   a. Introduction of 2019 Cache County Rodeo Royalty
   b. Cutler Relicensing Report – Rocky Mountain Power – Bryan Anderson and Eve Davies
   c. Cache Valley Transit District (CVTD) Report – Todd Beutler
   d. RAPZ Funding Modification Request – Amalga
   e. RAPZ Funding Reallocation Request – Fairgrounds – Bart Esplin
9. DEPARTMENT OR COMMITTEE REPORTS
   a. VOCA and VAWA Grants Report – Terryl Warner
10. BOARD OF EQUALIZATION MATTERS
11. PUBLIC HEARINGS
    5:30 p.m.  a. Public Hearing – Community Impact Funding Board (CIB)
               Grant Application for General Plan and Supporting Studies Funding
               Discuss the submission of applications to obtain financial assistance through loans / grants from the
               Community Impact Board (CIB). The requested funding will be used to update the Cache County General
               Plan and supporting studies. The General Plan and supporting studies will provide long-term direction and
               collaboration between rural Cache County and the communities located in the county
5:40 p.m.  

b. **Public Hearing – Community Impact Funding Board (CIB) Loan Application for Road and Weed Department Facilities Relocation**  
Discuss the submission of an application to obtain financial assistance through a loan from the Community Impact Board (CIB). The requested funding will be used to relocate the Road and Weed Department facilities to a new site to improve service to the public and replace deteriorating facilities for safety and to create efficient working conditions

6:00 p.m.  
c. **Public Hearing – Resolution 2019-20 – Amending the 2019 Budget**

12. **Pending Action**  
a. Approval of Updated Interlocal Agreement between Logan City and Cache County to jointly own, manage and operate Cache County Emergency Medical Services (CCEMS)

13. **Initial Proposals for Consideration of Action**  
a. **Resolution 2019-20 – Amending the 2019 Budget**

14. **Other Business**  
a. **Niblley Heritage Days Parade** – Saturday, June 22, 2019 at 10:00 a.m.  
   *Karl, Craig, Gina, Gordon*  
b. **Lewiston 4th of July Parade** – Thursday, July 4, 2019 at 9:15 a.m.

c. **Hyrum 4th of July Parade** – Thursday, July 4, 2019 at 12:00 noon

d. **County Employee Summer Party** – Wednesday, July 10, 2019 at 6:00 p.m.

15. **Council Member Reports**

16. **Adjourn**

[Signature]
Karl B. Ward, Chairman

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Janeen Allen at 755-1850 at least three working days prior to the meeting.
# COUNTY COUNCIL MEETING
## May 28, 2019

<table>
<thead>
<tr>
<th>NATURE OR ORDER OF PROCEEDING</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGRICULTURAL AGENT INTERVIEWS</td>
<td>2</td>
</tr>
<tr>
<td>AIRPORT ROAD</td>
<td>2</td>
</tr>
<tr>
<td>BUSHMAN, SHAUN – Public Comment</td>
<td>4</td>
</tr>
<tr>
<td>CCEMS – Approval of Updated Interlocal Agreement between Logan City and Cache County to jointly own, manage and operate Cache County Emergency Medical Services</td>
<td>6</td>
</tr>
<tr>
<td>CACHE COUNTY EMERGENCY MEDICAL SERVICES (CCEMS) – Approval of Updated Interlocal Agreement between Logan City and Cache County to Jointly Own, Manage and Operate</td>
<td>6</td>
</tr>
<tr>
<td>CENTURY FARM PRESENTATION</td>
<td>2</td>
</tr>
<tr>
<td>CLARK ISRAELSEN RETIREMENT OPEN HOUSE</td>
<td>2</td>
</tr>
<tr>
<td>COUNTY PLASTIC MANAGEMENT AND EDUCATION PLAN</td>
<td>2</td>
</tr>
<tr>
<td>DEVELOPMENT SERVICES FEE SCHEDULE – Resolution No. 2019-19-Amendments to the Cache County</td>
<td>5</td>
</tr>
<tr>
<td>DUMP STATION</td>
<td>7</td>
</tr>
<tr>
<td>ECONOMIC DEVELOPMENT STRATEGIC PLAN</td>
<td>2</td>
</tr>
<tr>
<td>FIRE DISTRICT</td>
<td>2</td>
</tr>
<tr>
<td>ISRAELSEN, CLARK – Retirement Open House</td>
<td>2</td>
</tr>
<tr>
<td>MISSING CHILD SEARCH</td>
<td>2</td>
</tr>
<tr>
<td>NIBLEY HERITAGE DAYS PARADE</td>
<td>6</td>
</tr>
<tr>
<td>NOXIOUS WEED CONTROL POLICY FOR CACHE COUNTY – Resolution No. 2019-16 – Implementing the 2019</td>
<td>5</td>
</tr>
<tr>
<td>PUBLIC COMMENT – Bushman, Shaun</td>
<td>4</td>
</tr>
<tr>
<td>PUBLIC COMMENT – Quayle, Dean</td>
<td>4</td>
</tr>
<tr>
<td>PUBLIC HEARING – May 28, 2019 at 5:30 p.m.-Resolution No. 2019-15-Authorizing Conveyance of Real Property-Chamber of Commerce Building – Parcel No. 06-018-0038</td>
<td>3</td>
</tr>
<tr>
<td>PUBLIC HEARING – May 28, 2019 at 5:40 p.m.-Resolution No. 2019-16-Authorizing Conveyance of Real Property-Scare Canyon – Parcel No. 16-110-0000</td>
<td>3</td>
</tr>
</tbody>
</table>
PUBLIC HEARING – May 28, 2019 at 5:50 p.m. – Resolution No. 2019-17-Adopting Modifications to the Distribution Allocations for the Transportation sales Tax for Cache County, Utah .............................................. 4

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

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

QUAYLE, DEAN – Public Comment .............................................................................. 4

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

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

RESOLUTION NO. 2019-16 – Authorizing Conveyance of Real Property – Scare Canyon – Parcel Number 16-110-0000 ........................................................................................................................................ 4

RESOLUTION NO. 2019-17 – Adopting Modifications to the Distribution Allocations for the Transportation sales Tax for Cache County, Utah ........................................................................................................ 4

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

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

SCARE CANYON – Parcel Number 16-110-008 – Resolution No. 2019-16-Authorizing Conveyance of Real Property .............................................................................................................................. 4

TAX SALE – Approval of ...................................................................................................... 6

TOUR OF SALT LAKE COUNTY ROAD FACILITIES ........................................................................................................................................................................ 2
The Cache County Council convened in a regular session on May 28, 2019 at 5:00 p.m. in the Cache County Council Chamber at 199 North Main, Logan, Utah.

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

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

OPENING REMARKS AND PLEDGE OF ALLEGIANCE
Council member David Erickson gave the opening remarks and led those present in the Pledge of Allegiance.

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

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

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

MINUTES FOLLOW-UP: None

REPORT OF THE COUNTY EXECUTIVE: CRAIG "W" BUTTARS

APPOINTMENTS: There were no appointments.

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

- **Economic Development Strategic Plan** has been completed and presented to the Economic Development Alliance. Executive Buttars will send the full report to the Council.

- **Tour of Salt Lake County Road Facilities** – Executive Buttars, Director Josh Runhaar and staff toured the Salt Lake County facilities to get a better idea of some of the opportunities available to Cache County as it looks to move its road facilities.

- **County Plastic Management and Education Plan** – The Solid Waste Advisory Board met Tuesday and will present the Plastic Management Plan to retailers next month. The Council will be invited.

- **Agricultural Agent Interviews** are scheduled for this week and next week. It is a two-day interview process.

- **Airport Road** from 1000 West to the west airport entrance will be resurfaced this year.

- **Clark Israelsen Retirement Open House** – Friday, June 7, 2019 from 6:00 p.m. to 8:00 p.m. at the Cache Events Center.

- **Missing Child Search** has been aided by many in the county and the FBI complimented Cache County’s organization for investigation and cooperation among many agencies as the best they have seen throughout the country.

ITEMS OF SPECIAL INTEREST

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

DEPARTMENT OR COMMITTEE REPORTS

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

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

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

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

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

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

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

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

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

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

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

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

PENDING ACTION

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

(Attachment 1)

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

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

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

Chairman Ward opened the Public Hearing and invited public comment. There was none.
ACTION: Motion by Council member Erickson to close the Public Hearing – Resolution No. 2019-16 – Authorizing Conveyance of Real Property – Scare Canyon – Parcel Number 16-110-0000. White seconded the motion. The vote was unanimous, 7-0.

PENDING ACTION

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

(Attachment 2)

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

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

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

Chairman Ward opened the Public Hearing and invited public comment.

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

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

There was no other public comment.

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

PENDING ACTION

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

(Attachment 3)

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

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

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

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

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

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

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

INITIAL PROPOSAL FOR CONSIDERATION OF ACTION

- Resolution No. 2019-18 – Implementing the 2019 Noxious Weed Control Policy for Cache County – The plan was discussed in detail at the May 14, 2019 Council meeting. (Attachment 4)

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

- Resolution No. 2019-19 – Amendments to the Cache County Development Services Fee Schedule – Chris Harrild explained several fees are the same; this breaks down the fees into more detail. Council members had questions about permit fees for HVAC/electrical and asked to review the fee schedule in-depth before acting on it; however, after some discussion, there concerns were addressed. (Attachment 5)

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

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

  (Attachment 6)

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

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

  (Attachment 7)

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

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

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

**OTHER BUSINESS**

- **Nibbley Heritage Days Parade – Saturday, June 22, 2019 at 10:00 a.m.** – Ward, Worthen and Zilles will attend.
Barbara Tidwell — Over the holiday weekend Tidwell received three or four requests for another dump station. Executive Buttars said LW's is still considering installing one. He will follow up with them.

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

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

ADJOURNMENT

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

ATTEST: Jill N. Zollinger  
County Clerk

APPROVAL: Karl B. Ward  
Chairman
RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY
CHAMBER OF COMMERCE BUILDING - PARCEL NUMBER 06-018-0038

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

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

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

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

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

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

THEREFORE, the Cache County Council finds as follows:

1. That it is in the public interest that the subject real property be disposed of as surplus property. In determining whether the property shall be declared surplus, the County Council has taken into consideration:

   a. Whether the county has, or anticipates that it will have, no practical, economical, efficient or appropriate use for the property currently or in the reasonably foreseeable future.

   b. Whether the purpose served by the property can be better accomplished by other alternatives or property.

   c. Whether the purpose served by the property or its use either no longer exists or has significantly changed because of the needs and demands of the county or as may be determined by a change of policy evidenced by an ordinance or resolution of the county council.
d. Whether the property is so damaged, depreciated or worn that it is inoperable or limited in operation without repairs and the cost of such repairs is unreasonable, excessive or impractical.

e. Whether the purposes and interests of the county would be better served by the declaration of the property as surplus and the disposition of that property, and

2. That the parcel identified by tax ID number 06-018-0038 was declared "Surplus Property" by the Cache County Council on November 13, 2018 at a public hearing by Resolution 2018-25.

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

Dated this 28th day of May 2019.

ATTESTED TO:  
Jill N. Zollinger  
Cache County Clerk/Auditor  

CACHE COUNTY COUNCIL  
Karl B. Ward  
Council Chair
EXHIBIT A

CACHE COUNTY
RESOLUTION 2018 - 25

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

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

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

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

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

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

THEREFORE, the Cache County Council finds as follows:

1. That it is in the public interest that the subject real property be disposed of as surplus property.
   In determining whether the property shall be declared surplus, the County Council has taken into
   consideration:

   a. Whether the county has, or anticipates that it will have, no practical, economical,
      efficient or appropriate use for the property currently or in the reasonably foreseeable
      future.

   b. Whether the purpose served by the property can be better accomplished by other
      alternatives or property.

   c. Whether the purpose served by the property or its use either no longer exists or has
      significantly changed because of the needs and demands of the county or as may be
determined by a change of policy evidenced by an ordinance or resolution of the county
      council.

   d. Whether the property is so damaged, depreciated or worn that it is inoperable or limited
      in operation without repairs and the cost of such repairs is unreasonable, excessive or
      impractical.

   e. Whether the purposes and interests of the county would be better served by the
      declaration of the property as surplus and the disposition of that property.
THEREFORE, the Cache County Council, after holding a public hearing, resolves that the Property, better described in “Exhibit A” shall be declared surplus, and that such surplus property may be disposed of by the County Executive subject to the provisions of Cache County Code Chapter 3.40. This resolution takes effect immediately upon adoption.

Dated this 13th day of November 2018.

ATTESTED TO:                CACHE COUNTY COUNCIL

Jill N. Zollinger                   David L. Erickson
Cache County Clerk/Auditor          Council Chair

STATE OF UTAH
COUNTY CLERK
SEAL OF CACHE COUNTY

Exhibit A

06-018-0027
06-018-0026
06-018-0025
06-018-0015
06-018-0014
06-018-0038

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

06-018-0029
06-018-0024
06-018-0022
06-018-0023

CACHE CHAMBER
OF COMMERCE INC
COMMERCIAL REAL ESTATE PURCHASE CONTRACT

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

EARNEST MONEY RECEIPT

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

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

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

OFFER TO PURCHASE

1. PROPERTY (General Description): Commercial Office Building

Address 160 N Main City Logan

County Cache State of Utah, ZIP 84321

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

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

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

as listed, MLS# 1573605

1.2 EXCLUDED ITEMS. These items are excluded from this sale:

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

The Purchase Price will be paid as follows:

$2500.00 (a) Earnest Money Deposit.

$________ (b) New Loan, Buyer will apply for one or more of the following loans: [ ] Conventional [ ] SBA [ ] Other (specify) ____________ Buyer shall have the right to approve the terms and conditions of the new loan as provided in Section 8 (f).

$________ (c) Loan Assumption Addendum (see attached Assumption Addendum if applicable)

$________ (d) Seller Financing (see attached Seller Financing Addendum if applicable)

$________ (e) Other (specify) ____________

$672500.00 (f) Balance of Purchase Price in Cash at Settlement

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

3. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed:

(a) Buyer and Seller have signed and delivered to each other at the escrow/closing office all documents required by this Contract, by the lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each...
pay one-half (½) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. For purposes of this Contract, “Closing” means that: (i) Settlement has been completed; (ii) the proceeds of any new loan have been delivered by the lender to Seller or to the escrow/closing office; and (iii) the applicable Closing documents have been recorded in the office of the county recorder.

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

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

Seller’s Agent, Blake H Parker represents [ ] Seller [ ] Buyer [X] both Buyer and Seller as a Limited Agent;

Seller’s Brokerage, Parker Real Estate Services P.C. represents [ ] Seller [ ] Buyer [X] both Buyer and Seller as a Limited Agent;

Buyer’s Agent, Blake H Parker represents [ ] Seller [ ] Buyer [X] both Buyer and Seller as a Limited Agent;

Buyer’s Brokerage, Parker Real Estate Services P.C. represents [ ] Seller [ ] Buyer [X] both Buyer and Seller as a Limited Agent;

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

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the “Seller Disclosures”:
(a) a Seller property condition disclosure for the Property, signed and dated by Seller;
(b) a Commitment for Title Insurance on the Property;
(c) a copy of all leases and rental agreements now in effect with regard to the Property together with a current rent roll;
(d) operating statements of the Property for its last 1 full fiscal years of operation plus the current fiscal year through ____________________ certified by the Seller or by an independent auditor;
(e) copies in Seller’s possession, if any, of any studies and/or reports which have previously been done on the Property including without limitation, environmental reports, soils studies, site plans and surveys;
(f) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
(g) Other (specify) ________________________________

8. BUYER’S RIGHT TO CANCEL BASED ON BUYER’S DUE DILIGENCE. Buyer’s obligation to purchase under this Contract (check applicable boxes):
(a) [X] IS [ ] IS NOT conditioned upon Buyer’s approval of the content of all the Seller Disclosures referenced in Section 7;
(b) [X] IS [ ] IS NOT conditioned upon Buyer’s approval of a physical condition inspection of the Property;
(c) [ ] IS [X] IS NOT conditioned upon Buyer’s approval of a survey of the Property by a licensed surveyor (“Survey”);
(d) [X] IS [ ] IS NOT conditioned upon Buyer’s approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the Property; and any applicable deed restrictions and/or CCRs (covenants, conditions and restrictions) affecting the Property;
are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections. After Seller's receipt of Buyer's objections (the "Response Period") in which Buyer's Due Diligence shall be conducted by individuals or entities of Buyer's choice, Buyer shall conduct Buyer's Due Diligence in such manner as not to unreasonably disrupt the activities and business of Seller, and shall indemnify Seller and hold Seller harmless from and against any and all liability, costs, damages which arise from, is caused by, or is in any manner connected with Buyer's Due Diligence, including without limitation, claims for payment for inspection services, claims for mechanics liens, and physical damage to the Property. Seller agrees to cooperate with Buyer's Due Diligence and with a site inspection under Section 11.

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

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

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

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have 3 CALENDAR DAYS after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in Section 10, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than THREE CALENDAR DAYS after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 8.4, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 24.

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

10. SELLER'S WARRANTIES & REPRESENTATIONS.

10.1 Condition of Title. Buyer agrees to accept title to the Property subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 6. Buyer also agrees to take the Property subject to existing leases affecting the Property and not exercising prior to Closing. Buyer agrees to be responsible for taxes, assessments, association fees and dues, utilities, and other services provided to the Property after Closing. Except for any loan(s) specifically assumed by Buyer under Section 2, Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause all assessments to be paid current by Closing.

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

10.3 Other Seller Warranties. Seller further warrants that, to the best of Seller's knowledge, each of the following statements is true: (a) the consummation of the transactions contemplated by this Contract will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller is a party so as to adversely affect the consummation of such transactions; (b) there is no action, suit, legal proceeding or other proceeding pending or threatened against Seller and/or the Property which may adversely affect the transactions contemplated by this Contract, in any court or before any arbitrator of any kind or before or by any governmental body which may adversely affect the transactions contemplated by this Contract; (c) all work which will be performed in, on or about the Property or materials furnished thereto which might in any circumstances give rise to a mechanic's or materialman's lien, will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained; (d) Seller has not received any written notice indicating that the Property is in violation of any Federal, State or local Environmental Law; (e) there are no Hazardous Substances on, under, or about the Property, nor has Seller undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Property, of any Hazardous Substances, or the transportation to or from the Property, of any Hazardous Substances. As used herein, "Hazardous Substance" shall mean any substance, material or matter that may give rise to liability under any Federal, State, or local Environmental Laws; and (f) Seller is not a "foreign person" as that term is defined in Section 1445 of the U.S. Internal Revenue Code.
Revenue Code of 1986, as amended. (In that regard, Seller shall deposit into Escrow, at or prior to Closing, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "foreign person" as so defined).

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

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

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

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

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

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

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 16.

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

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

20. RISK OF LOSS. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing.
21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). If the performance date falls on a Saturday, Sunday, State or Federal legal holiday, performance shall be required on the next business day. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

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

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

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

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

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

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

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

[ ] REJECTION: Seller Rejects the foregoing offer.
DOCUMENT RECEIPT

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

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

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

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

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be [ ] faxed [ ] mailed [ ] hand delivered on __________________________, postage prepaid, to the [ ] Seller [ ] Buyer.

Sent/Delivered by (specify). __________________________

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LIMITED AGENCY CONSENT AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT – READ CAREFULLY BEFORE SIGNING

Name of Buyer(s): Davis Brothers, LLC
Name of Seller(s): Cache Chamber of Commerce and Cache County.
Agent Representing Buyer: Blake H Parker
Agent Representing Seller: Blake H Parker
Name of Brokerage: Parker Real Estate Services, PC (the "Company").

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


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

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

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

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

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

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

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

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

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

[X] A. One Agent. The Buyer and the Seller consent to: Blake H Parker_____ (name of Agent); and the Principal/Branch Broker representing both the Buyer and the Seller as a Limited Agent as described above.

B. Two Agents. The Buyer and the Seller consent to: ______________(Seller's Agent) continuing to represent the Seller; and: ______________(Buyer's Agent); continuing to represent the Buyer; and the Principal/Branch Broker acting as a Limited Agent as described above.

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

ACCEPTED by the Company:

by: ____________________________ (Signature of Authorized Agent or Broker) (Date)

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ADDENDUM NO. ___
TO
REAL ESTATE PURCHASE CONTRACT

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

Sales price to be $740,000.

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


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

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:
[ ] ACCEPTANCE: [ ] Seller [X] Buyer hereby accepts the terms of this ADDENDUM.

[ ] COUNTEROFFER: [ ] Seller [X] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ___.

[ ] REJECTION: [ ] Seller [X] Buyer rejects the foregoing ADDENDUM.

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.
ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT

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

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

Settlement date to be May 24, 2019.

[ ] Seller [ ] Buyer

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

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

[ ] Buyer [ ] Seller Signature [ ] Buyer [ ] Seller Signature

(Date) [ ] (Time) [ ] (Date) [ ] (Time)

ACCETANCE/COUNTEROFFER/REJECTION

CHECK ONE:
[ ] ACCEPTANCE: [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM.
[ ] COUNTEROFFER: [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. __________

[ ] REJECTION: [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM.

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

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

Buyer's Initials Seller's Initials Addendum No. 2 to REPC
1. INSPECTIONS AND REPORTS
   a. Do you know of any inspections or reports done by independent experts prior to or during your ownership of the Property (such as geotechnical, environmental, survey, roof, mechanical, fire)? Please list and provide dates and subject matter.

2. ROOF
   a. Do you know of any past or present roof leaks? If so, please describe nature and location of such leaks.
   b. Other than roof leaks, do you know of any past or present problems or defects with the roof (such as structural, damages, etc.)?
   c. Do you know the approximate date of any roof inspections? If so, when?
   d. Do you know if there is a roof guarantee or warranty presently in place on the roof? If so, please attach here copies of any guarantees or warranties in your possession.

3. STRUCTURES & EQUIPMENT
   a. Do you know of any problems with, or damage or defects to the foundation or walls of the Property (such as cracks, settling, sliding, heaving, etc.)?
   b. Do you know of any structural or other problems with exterior materials and structures, including but not limited to any pending lot?
   c. Do you know of any past or present problems with any of the operating equipment and/or systems (such as fire sprinkler system, heating, air-conditioning, intercom, media system, security system, smoke alarm, water heater, attic vent fans, insulation, or propane tanks)?
   d. Do you know of any past or present problems located on the Property (such as grass sprinkler system, rain gutters, driveways or parking areas)?
   e. Do you know of any past or present problems with any equipment located on the interior of any building or similar structure located on the Property (such as ceiling fans, elevators, flooring, skylights, or other fixtures)?
   f. Do you know of any Improvements made on the Property without required government approvals (such as certificates of occupancy, four-way inspections, building permits)?

4. UTILITIES, PLUMBING, & DRAINAGE
   a. Do you know of any past or present problems with utility service to the Property or with any of the utility service systems (such as water, gas, electrical, plumbing, sewer, telephone reception, etc.)?
   b. Do you know of drainage problems or standing water at any time of the year on the Property?
   c. Do you know if the Property is connected to the public sewer?

5. WATER
   a. Do you know what the source of the culinary (and secondary, if not the same) water is to the Property? (Such as well, spring, private, municipal)
   b. Do you know if the water quality and/or flow rate been tested? If so, when and what were the results?
   c. Do you know of any past or present problems with any water service provided to the Property by the water service provider?
   d. Do you know if a well is presently located on the Property? If so, do you know what is the water right number for the well?
6. ENVIRONMENTAL & SOILS
   a. Do you know if the site does now or ever did contain tanks or other hazardous materials buried underground? If so, please detail (such as what it was, when it was tested, when it was removed).
   X
   b. Do you know if there have been any hazardous materials released in the soil or groundwater of the Property or adjacent properties? If so, please detail.
   X
   c. Do you know of any past or current soil problems (such as collapsible or expansive soils, slides or soil instability, etc.) in this Property or neighboring properties?
   X
   d. Do you know if the Property is affected by any Air Quality Board Regulations and, if so, how?
   X
   e. Do you know if there is now, or ever has been any asbestos containing materials on the Property (such as floor tiles, pipe insulation, acoustic ceilings)?
   X
   f. Do you know if any past or present pest, infestation problems with the Property (such as termites, dry rot, mold, rodents, or pests on or affecting the Property)?
   X
   g. Do you know if there are any wetlands located on the Property?
   X
   h. Do you know if there have been any remedial efforts undertaken with respect to any of the above mentioned environmental, soil, or other conditions listed herein? If so, please detail.
   X
   i. Do you know if the Property has a monitoring well? If so, who is responsible for paying for monitoring well testing? When was the monitoring well last tested, and by whom was it tested?
   X

7. CURRENT ISSUES AFFECTING PROPERTY
   a. Do you know of any pending governmental actions having an impact on the Property? If so, please detail.
   X
   b. Do you know if the Property is located in any special service or improvement districts, or assessment areas?
   X
   c. Do you know of any existing or threatened proceedings, (such as condemnation proceedings, proceedings relating to parking, access or adjacent roads, etc.) that might affect the Property?
   X
   d. Do you know if there is any existing or threatened litigation affecting the Property? Are there any past or present violations of law, regulation, or of restrictive covenants relating to the Property?
   X
   e. Do you know if the current use of the Property is in compliance with zoning requirements or permit conditions?
   X
   f. Do you know if the Property is in conflict with current ADA or other similar handicap code requirements?
   X

8. BOUNDARIES & COVENANTS
   a. Do you know if there are any improvements on the Property which encroach onto any adjoining properties or any improvements on adjoining properties which encroach onto the Property?
   X
   b. Do you know if there are any unrecorded easements affecting the Property?
   X
   c. Do you know if there are any disputes relating to such encroachments or easements?
   X
   d. Do you know if the Property is subject to any restrictions (such as Declarants, restrictive covenants or CC&Rs)?
   X
If Yes, please explain the nature, location, extent, names, dates, etc., as applicable. Please attach additional pages as needed.

e. Do you know if there are any assessment levied against the Property (such as HOA or agricultural assessments, Special Improvement Districts, etc.)? [ ]

f. Do you know if any such assessments are past due? If so, please detail. [ ]

9. LEASES & PROPERTY MANAGEMENT

a. Do you know if there are lease agreements currently affecting the Property? [ ]

b. Do you know if there are property management agreements currently affecting the Property? [ ]

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

Jamie Anderson
Seller

Craig Butters
Seller

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

Daves Brothers LLC
Buyer

Buyer

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Disclosure Number

6. e. I was told that there is asbestos in the basement currently used by the Daughters of the Utah Pioneers Museum.

9. d. The building currently used by tenants as professional offices. All upper level tenants have month to month lease agreements. DUP museum had a long-term lease.
CACHE COUNTY
RESOLUTION 2019-16

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

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

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

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

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

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

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

THEREFORE, the Cache County Council finds as follows:

1. That the parcel identified by tax ID number 16-110-0000 was declared “Surplus Property” by the County Council on February 26, 2019 at a public hearing by Resolution 2019-05, and

2. That pursuant to Cache County Ordinance 3.40.020, the property is being sold for not less than fair market value to Jeffrey D. Higgs for $51,001.00.

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

Dated this 28th day of May, 2019.

ATTESTED TO:

Jill N. Zollinger
Cache County Clerk/Auditor

Karl B. Ward
County Council Chair
RESOLUTION DECLARING COUNTY INTEREST IN REAL PROPERTY LOCATED IN SCARE CANYON INCLUDING PARCEL NUMBER 16-110-0000 AS SURPLUS PROPERTY

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

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

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

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

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

THEREFORE, the Cache County Council finds as follows:

1. That it is in the public interest that the subject real property be disposed of as surplus property. In determining whether the property shall be declared surplus, the County Council has taken into consideration:

   a. Whether the county has, or anticipates that it will have, no practical, economical, efficient or appropriate use for the property currently or in the reasonably foreseeable future.

   b. Whether the purpose served by the property can be better accomplished by other alternatives or property.

   c. Whether the purpose served by the property or its use either no longer exists or has significantly changed because of the needs and demands of the county or as may be determined by a change of policy evidenced by an ordinance or resolution of the county council.

   d. Whether the property is so damaged, depreciated or worn that it is inoperable or limited in operation without repairs and the cost of such repairs is unreasonable, excessive or impractical.

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

Dated this 26th day of February 2019.

ATTESTED TO:

Jill N. Zollinger
Cache County Clerk/Auditor

CACHE COUNTY COUNCIL

Karl B. Ward
Council Chair
16-110-0000
PT OF OPEN SPACE IN THAT CERTAIN DEDICATION OF THE HIDEOUT AT SCARE CANYON FINAL PLAT DESC AS FOLL:
BEG AT NE COR SEC 13 T 9N R 2E & TH S ALG SEC LN TO N LN OF DIRT ROAD TH W'LY AND N'LY ALG SD ROAD TO N
LN OF SD SEC TH E ALG SEC LN TO BEG  CONT 12.01 AC

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

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

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

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

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

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

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

1. Purchaser agrees to purchase at a price of $51,001.00, on the terms set forth in this agreement, the real estate located in Scare Canyon, Cache County, Utah with Tax Id # 16-110-0000, and more fully described as above.

2. Seller agrees to sell the described real estate property at the price and terms set forth in this agreement, and to convey or cause to be conveyed to purchaser title to the real estate property by a Quit Claim Deed.

3. The date of the closing shall be on or before June 30, 2019, and the closing shall take place at Cache County in Logan, Utah. Physical possession of the subject property shall be delivered to Purchaser within seven days of closing.

4. This contract is subject to the following additional conditions and stipulations:

(a) Property and general taxes and other similar items shall be prorated as of the time of the closing. Prorated taxes shall be made payable to Cache County Treasurer.

(b) Upon the payment of the purchase price, Seller shall deliver a deed in acceptable form.
(c) Time is of the essence of this contract.

(d) Any payments required in this contract to be made at the time of closing shall be by certified check or cashier's check, payable to Cache County.

(e) It is understood by both parties that risk of loss is borne by the seller prior to closing and transfer of possession.

(f) Pursuant to Utah Code Section 17-50-312 and Cache County Code 3.40.040 the Cache County Council must approve by resolution the disposition of the property as set forth in this agreement and the sale of the property is contingent upon the County Council’s approval by resolution.

(g) All notices required in this contract shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by certified mail, return receipt requested, shall be sufficient service.

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

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

Purchaser: [Signature]

Purchaser Address for notice

Seller:

[Signature] Cache County

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

Certifit:

[Signature] Zollinger
Cache County Clerk/Auditor
QUITCLAIM DEED

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

Parcel Number 16-110-0000, also described as

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

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

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

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

Cache County, a Municipal Corporation

Jill N. Zollinger
Cache County Clerk/Auditor

Craig W. Buttars
Cache County Executive

State of UT)
County of Cache) §

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

[Signature]
Notary Public
RESOLUTION NO. 2019-17
CACHE COUNTY, UTAH
TRANSPORTATION SALES TAX DISTRIBUTION

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

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

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

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

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

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

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

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

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

Cache County Council

Karl B. Ward, Chairman

Attest:

Jill N. Zollinger
Cache County Clerk/Auditor
1/4 Cent Sales Tax Distribution Model (Utah Code 59-12-2219: 4th Quarter)

<table>
<thead>
<tr>
<th>CVTD Service Area</th>
<th>Existing Distribution</th>
<th>Optional Distribution with Reduced Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cache County</td>
<td>$1,048,012</td>
<td>$1,613,974</td>
</tr>
<tr>
<td>Amalga</td>
<td>$5,974</td>
<td>$5,974</td>
</tr>
<tr>
<td>Clarkston</td>
<td>$5,918</td>
<td>$5,918</td>
</tr>
<tr>
<td>Cornish</td>
<td>$2,695</td>
<td>$2,695</td>
</tr>
<tr>
<td>Hyde Park</td>
<td>Yes</td>
<td>$57,286</td>
</tr>
<tr>
<td>Hyrum</td>
<td>Yes</td>
<td>$87,189</td>
</tr>
<tr>
<td>Lewiston</td>
<td>Yes</td>
<td>$18,739</td>
</tr>
<tr>
<td>Logan</td>
<td>Yes</td>
<td>$847,949</td>
</tr>
<tr>
<td>Mendon</td>
<td></td>
<td>$12,393</td>
</tr>
<tr>
<td>Millville</td>
<td>Yes</td>
<td>$17,534</td>
</tr>
<tr>
<td>Newton</td>
<td></td>
<td>$6,933</td>
</tr>
<tr>
<td>Nibley</td>
<td>Yes</td>
<td>$60,408</td>
</tr>
<tr>
<td>North Logan</td>
<td>Yes</td>
<td>$175,607</td>
</tr>
<tr>
<td>Paradise</td>
<td></td>
<td>$8,282</td>
</tr>
<tr>
<td>Providence</td>
<td>Yes</td>
<td>$79,535</td>
</tr>
<tr>
<td>Richmond</td>
<td>Yes</td>
<td>$27,900</td>
</tr>
<tr>
<td>River Heights</td>
<td>Yes</td>
<td>$19,365</td>
</tr>
<tr>
<td>Smithfield</td>
<td>Yes</td>
<td>$117,721</td>
</tr>
<tr>
<td>Trenton</td>
<td></td>
<td>$4,334</td>
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<tr>
<td>Wellsville</td>
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<td>$34,760</td>
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<tr>
<td>CVTD Funding</td>
<td></td>
<td>$1,509,233</td>
</tr>
</tbody>
</table>

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

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

3) This model is a best guess analysis of the state code allocations, tax rate distributions, and past performance of taxes. Actual figures may vary based on the Utah State Tax Commission formulas and distribution methodologies, sales tax collection rates, etc.
RESOLUTION NO. 2019-18
CACHE COUNTY, UTAH

2019 ANNUAL NOXIOUS WEED CONTROL POLICY

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

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

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

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

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

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

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

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

CACHE COUNTY COUNCIL

Karl B. Ward, Chair
Cache County Council

ATTEST:

Jill N. Zollinger
Cache County Clerk/Auditor

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

2019 CACHE COUNTY WEED CONTROL POLICY

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

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

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

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

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

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

D. WEED CONTROL PRIORITIES

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

E. CATEGORIES OF WEEDS

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

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

1) Russian Salt Tree
2) Crack Willow

F. NOXIOUS WEED SEED RESTRICTIONS

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

G. WEED CONTROL FEE SCHEDULE

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

1) Early Detection Rapid Response (EDRR) Grant Projects – Projects where the Weed Department treats a State/County declared noxious weed and has received specific grant funding for the treatment of such. Cost of $50.00 per Acre with a $50.00 minimum charge.
2) Goatsrue Grant Projects – Treatment of any areas infested with Goatsrue while grant funding is available. Cost of $50.00 per acre with a $50.00 minimum charge.

3) Non-Grant Qualifying or Enforcement Work - Labor and Equipment at fully loaded and audited rates and Herbicide at full purchase price with a $75.00 minimum charge.

4) Vacant Lot Projects- Treatment of Noxious Weed Infested Vacant lots within Municipality boundaries. They will be sprayed and mowed. Cost of $160.00 per acre with a $160.00 minimum.

*Requests for services or contracts with Cache County Weed Division which; due to distance, terrain, special equipment/control requirements, or particular personnel needs; create expenses not anticipated in the above guidelines may be negotiated on an individual basis with the County.
<table>
<thead>
<tr>
<th>Class</th>
<th>Weed Name</th>
<th>County Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>Africain Rue</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Common Crupina</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Malta Starthistle</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Mediterranean Sage</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Plumeless Thistle</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Small Bugloss</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Spring Milletgrass</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Syria Beancaper</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Camelthorn</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Sahara Mustard</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Garlic Mustard</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Purple Starthistle</td>
<td>Watch</td>
</tr>
<tr>
<td>1A</td>
<td>Perennial Sorghums</td>
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<td>1AE</td>
<td>Vipers Bugloss</td>
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<tr>
<td>1AE</td>
<td>Squarrose Knapweed</td>
<td>Eradicated</td>
</tr>
<tr>
<td>1AE</td>
<td>Yellow Toadflax</td>
<td>Eradicated</td>
</tr>
<tr>
<td>1B</td>
<td>Dalmation Toadflax</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Common St. Johnswort</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Rush Skeletonweed</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Elongated Mustardweed</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Diffuse Knapweed</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Giant Reed</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Japanese Knotweed</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Oxeye Daisy</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Yellow Starthistle</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Spotted Knapweed</td>
<td>EDRR</td>
</tr>
<tr>
<td>2A</td>
<td>Black Henbane</td>
<td>Control</td>
</tr>
<tr>
<td>2A</td>
<td>Ventenata</td>
<td>Control</td>
</tr>
<tr>
<td>2A</td>
<td>Cutleaf Viper's Grass</td>
<td>Control</td>
</tr>
<tr>
<td>2A</td>
<td>Purple Loosestrife</td>
<td>Control</td>
</tr>
<tr>
<td>2A</td>
<td>Musk Thistle</td>
<td>Control</td>
</tr>
<tr>
<td>2A</td>
<td>Russian Knapweed</td>
<td>Control</td>
</tr>
<tr>
<td>2A</td>
<td>Perennial Pepperweed</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Leafy Spurge</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Goatsrue</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Puncturevine</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Phragmites</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Hoary Cress</td>
<td>Control</td>
</tr>
<tr>
<td>3A</td>
<td>Poison Hemlock</td>
<td>Containment</td>
</tr>
<tr>
<td>3A</td>
<td>Salt Cedar</td>
<td>Containment</td>
</tr>
<tr>
<td>3A</td>
<td>Medusahead Rye</td>
<td>Containment</td>
</tr>
<tr>
<td>3A</td>
<td>Scotch Thistle</td>
<td>Containment</td>
</tr>
<tr>
<td>3A</td>
<td>Dyers Woad</td>
<td>Containment</td>
</tr>
<tr>
<td>3B</td>
<td>Bermudagrass</td>
<td>Containment</td>
</tr>
<tr>
<td>3B</td>
<td>Houndstongue</td>
<td>Containment</td>
</tr>
<tr>
<td>3B</td>
<td>Canada Thistle</td>
<td>Containment</td>
</tr>
<tr>
<td>3B</td>
<td>Jointed Goatgrass</td>
<td>Containment</td>
</tr>
<tr>
<td>3B</td>
<td>Field Bindweed</td>
<td>Containment</td>
</tr>
<tr>
<td>3B</td>
<td>Quack Grass</td>
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</tr>
<tr>
<td>4</td>
<td>Myrtle Spurge</td>
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</tr>
<tr>
<td>4</td>
<td>Congongrass</td>
<td>Prohibited</td>
</tr>
<tr>
<td>4</td>
<td>Damesrocket</td>
<td>Prohibited</td>
</tr>
<tr>
<td>4</td>
<td>Russian Olive</td>
<td>Prohibited</td>
</tr>
<tr>
<td>4</td>
<td>Scotch Broom</td>
<td>Prohibited</td>
</tr>
</tbody>
</table>

**Additional County Declared Noxious Weeds**

<table>
<thead>
<tr>
<th>Class</th>
<th>Weed Name</th>
<th>County Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1B</td>
<td>Russian Salt Tree</td>
<td>EDRR</td>
</tr>
<tr>
<td>4</td>
<td>Crack Willow</td>
<td>Prohibited</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

**Class 4- Prohibited** Threat through retail sale in the nursery and greenhouse industries.
### Utah’s Noxious Weeds

<table>
<thead>
<tr>
<th>Class</th>
<th>Weed Name</th>
<th>State Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>African Rue</td>
<td>EDRR</td>
</tr>
<tr>
<td>1A</td>
<td>Common Crupina</td>
<td>EDRR</td>
</tr>
<tr>
<td>1A</td>
<td>Malta Starthistle</td>
<td>EDRR</td>
</tr>
<tr>
<td>1A</td>
<td>Mediterranean Sage</td>
<td>EDRR</td>
</tr>
<tr>
<td>1A</td>
<td>Plumleaf Thistle</td>
<td>EDRR</td>
</tr>
<tr>
<td>1A</td>
<td>Small Bugloss</td>
<td>EDRR</td>
</tr>
<tr>
<td>1A</td>
<td>Spring Milletgrass</td>
<td>EDRR</td>
</tr>
<tr>
<td>1A</td>
<td>Syria Beancaper</td>
<td>EDRR</td>
</tr>
<tr>
<td>1A</td>
<td>Camellthorn</td>
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<tr>
<td>1A</td>
<td>Sahara Mustard</td>
<td>EDRR</td>
</tr>
<tr>
<td>1A</td>
<td>Garlic Mustard</td>
<td>EDRR</td>
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<tr>
<td>1A</td>
<td>Purple Starthistle</td>
<td>EDRR</td>
</tr>
<tr>
<td>1A</td>
<td>Perennial Sorghums</td>
<td>EDRR</td>
</tr>
<tr>
<td>1A</td>
<td>Purple Starthistle</td>
<td>EDRR</td>
</tr>
<tr>
<td>1AE</td>
<td>African Rue</td>
<td>Eradicated</td>
</tr>
<tr>
<td>1AE</td>
<td>Vipers Bugloss</td>
<td>Eradicated</td>
</tr>
<tr>
<td>1AE</td>
<td>Squarrose Knapweed</td>
<td>Eradicated</td>
</tr>
<tr>
<td>1AE</td>
<td>Yellow Toadflax</td>
<td>Eradicated</td>
</tr>
<tr>
<td>1B</td>
<td>Dalmation Toadflax</td>
<td>EDRR</td>
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<td>1B</td>
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<tr>
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<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Diffuse Knapweed</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Giant Reed</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Japanese Knotweed</td>
<td>EDRR</td>
</tr>
<tr>
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<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Yellow Starthistle</td>
<td>EDRR</td>
</tr>
<tr>
<td>1B</td>
<td>Spotted Knapweed</td>
<td>EDRR</td>
</tr>
<tr>
<td>2A</td>
<td>Black Henbane</td>
<td>Control</td>
</tr>
<tr>
<td>2A</td>
<td>Ventenata</td>
<td>Control</td>
</tr>
<tr>
<td>2A</td>
<td>Cutleaf Viper’s Grass</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Russian Salt Tree</td>
<td>Prohibited</td>
</tr>
<tr>
<td>2B</td>
<td>Crack Willow</td>
<td>Prohibited</td>
</tr>
<tr>
<td>2B</td>
<td>Medusahead Rye</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Purple Loosestrife</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Rush Skeletonweed</td>
<td>Control</td>
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<tr>
<td>2B</td>
<td>Spotted Knapweed</td>
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</table>

### Additional County Declared Noxious Weeds

<table>
<thead>
<tr>
<th>Class</th>
<th>Weed Name</th>
<th>County Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1B</td>
<td>Russian Salt Tree</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Leafy Spurge</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Medusahead Rye</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Purple Loosestrife</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Rush Skeletonweed</td>
<td>Control</td>
</tr>
<tr>
<td>2B</td>
<td>Spotted Knapweed</td>
<td>Control</td>
</tr>
</tbody>
</table>

### 2019 Cache County Prioritized Noxious Weed List

#### Class 1A - Watch
- Have not been identified in Cache County
- Monitored annually

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

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

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

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

#### Class 3A-Containment
- Known to exist in Cache County, mid priority. Goal is to move into 2B category

#### Class 3B-Containment
- Known to exist throughout Cache County, mid priority. Goal is to move into 2B category

#### Class 4-Prohibited
- Threat of weed through retail sale in the nursery and greenhouse industries.
RESOLUTION NO. 2019-19
CACHE COUNTY, UTAH
DEVELOPMENT SERVICES FEE SCHEDULE AMENDMENTS

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

WHEREAS, the State of Utah, pursuant to Section 17-27a-509, allows counties to adopt reasonable fees, and;
WHEREAS, the fees being charged by the Development Services Department are reasonable, and;
WHEREAS, the proposed amendments to the Development Services Fee Schedule have been reviewed by the Cache County Council, and;
WHEREAS, the Cache County Council has determined that it is both necessary and appropriate for the County to adopt the proposed amendments to the Development Services Fee Schedule.

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

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

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

CACHE COUNTY COUNCIL
Karl Ward, Chair
Cache County Council

<table>
<thead>
<tr>
<th></th>
<th>In Favor</th>
<th>Against</th>
<th>Abstained</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borup</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Erickson</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tidwell</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ward</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>White</td>
<td>X</td>
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<tr>
<td>Worthen</td>
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<td></td>
</tr>
<tr>
<td>Zilles</td>
<td>X</td>
<td></td>
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<tr>
<td>Total</td>
<td>6</td>
<td>1</td>
<td></td>
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</tr>
</tbody>
</table>

Disclaimer: This is provided for informational purposes only. The formatting of this resolution may vary from the official hard copy. In the case of any discrepancy between this resolution and the official hard copy, the official hard copy will prevail.
AMENDMENTS TO
FEE SCHEDULE
OF THE
DEVELOPMENT SERVICES DEPARTMENT

BUILDING
GIS AND PRINTING
ROAD AND WEED

Resolution 2019-19
Building Fee Schedule

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Review</td>
<td></td>
</tr>
<tr>
<td>Commercial - less than 5 million square feet</td>
<td>$1,000</td>
</tr>
<tr>
<td>Commercial - 5 million square feet or more</td>
<td>$2,500</td>
</tr>
<tr>
<td>Plan Review</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$1/10 of 1% of the Building Permit Base Fee ($20 min.)</td>
</tr>
<tr>
<td>Commercial</td>
<td>65% of the Building Permit Base Fee²</td>
</tr>
<tr>
<td>Building Permit</td>
<td></td>
</tr>
<tr>
<td>Structure</td>
<td>As established by the 1997 Uniform Building Code: Table 1A (Building Permit Base Fees)³</td>
</tr>
<tr>
<td>Plumbing</td>
<td>$7 per fixture (residential)</td>
</tr>
<tr>
<td>Mechanical</td>
<td>$15 per unit</td>
</tr>
<tr>
<td>Electrical</td>
<td>$0.04 per square foot of structure (residential)</td>
</tr>
<tr>
<td>Demolition Permit</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$80.60</td>
</tr>
<tr>
<td>Commercial</td>
<td>$141.20</td>
</tr>
<tr>
<td>Electrical/Gas Replacement Service</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$40.40</td>
</tr>
<tr>
<td>Commercial</td>
<td>$80.80</td>
</tr>
<tr>
<td>HVAC Replacement - Residential</td>
<td></td>
</tr>
<tr>
<td>Furnace only</td>
<td>$40.40</td>
</tr>
<tr>
<td>Furnace and duct work</td>
<td>$80.80</td>
</tr>
<tr>
<td>Water Heater Replacement - Residential</td>
<td>$40.40</td>
</tr>
<tr>
<td>Roof Reshingle - Paper, ice shield, and shingles</td>
<td>$100.80</td>
</tr>
</tbody>
</table>

¹ At the time the Building Permit is sold, the total Building Permit Fee is reduced by this amount.
² May be reduced by the Chief Building Official based on the size and scope of the project.
³ Valuation amounts shall be set by square foot and reviewed annually by the Chief Building Official.
**GIS AND PRINTING FEE SCHEDULE**

<table>
<thead>
<tr>
<th>Action</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>City GIS Services</td>
<td></td>
</tr>
<tr>
<td>Collector App: One login - field worker user type</td>
<td>$350 per year</td>
</tr>
<tr>
<td>Server software, storage space, and programming time</td>
<td>$1,500 per year</td>
</tr>
<tr>
<td>Initial data scrub and import to database</td>
<td></td>
</tr>
<tr>
<td>$0 - Existing data</td>
<td></td>
</tr>
<tr>
<td>$500 - Create data</td>
<td></td>
</tr>
<tr>
<td>One online web map with widgets</td>
<td>$250 per year</td>
</tr>
<tr>
<td>Zoning map</td>
<td></td>
</tr>
<tr>
<td>$0 - Digital map</td>
<td>See below - copy/print</td>
</tr>
<tr>
<td>Custom reports, geoprocessing widgets, and additional requests</td>
<td>$45 per hour</td>
</tr>
<tr>
<td>Technical support and staff training - Maximum of 5 hours</td>
<td>$100 per year</td>
</tr>
<tr>
<td>GIS Programming</td>
<td>$50/hour ($25 min.)</td>
</tr>
<tr>
<td>Copies/Prints</td>
<td></td>
</tr>
<tr>
<td>8.5&quot;x11&quot;</td>
<td>B&amp;W $0.25 Color $1</td>
</tr>
<tr>
<td>11&quot;x17&quot;</td>
<td>$1.50 $3</td>
</tr>
<tr>
<td>24&quot;x36&quot;</td>
<td>$10 $20</td>
</tr>
<tr>
<td>36&quot;x48&quot;</td>
<td>$20 $40</td>
</tr>
<tr>
<td>42&quot;x60&quot;</td>
<td>$27.50 $55</td>
</tr>
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</table>
The following unit costs are based on the comparable costs of local construction companies.

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

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$45.00 per hour</td>
</tr>
<tr>
<td>Foreman</td>
<td>$75.00 per hour</td>
</tr>
</tbody>
</table>

Continued on next page...
<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>18&quot; HDPE COR Smooth Ultra Pipe</td>
<td>$12.70 per lf.</td>
</tr>
<tr>
<td>24&quot; HDPE COR Smooth Ultra Pipe</td>
<td>$20.90 per lf.</td>
</tr>
<tr>
<td>36&quot; HDPE COR Smooth Ultra Pipe</td>
<td>$36.94 per lf.</td>
</tr>
<tr>
<td>48&quot; HDPE COR Smooth Ultra Pipe</td>
<td>$37.66 per lf.</td>
</tr>
<tr>
<td>Asphalt</td>
<td>$43.90 per ton</td>
</tr>
<tr>
<td>QPR (Cold mix asphalt)</td>
<td>$150.00 per ton</td>
</tr>
<tr>
<td>LMCRS-2 Chipping Oil</td>
<td>$304.00 per ton</td>
</tr>
<tr>
<td>Pit Run</td>
<td>$4.25 per ton</td>
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<tr>
<td>Rounded Rip Rap</td>
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<tr>
<td>Road Base</td>
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<tr>
<td>Rock 2&quot; Minus</td>
<td>$8.00 per ton</td>
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<tr>
<td>Rock 2&quot;- 6&quot; Fractured</td>
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</tr>
<tr>
<td>Rock 5&quot;-18&quot;</td>
<td>$15.00 per ton</td>
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<tr>
<td>Rock 18&quot;-42&quot;</td>
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<tr>
<td>Rock 3/8&quot;</td>
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<tr>
<td>Rock 3/4&quot;</td>
<td>$8.95 per ton</td>
</tr>
<tr>
<td>Rock 7/8&quot;</td>
<td>$10.00 per ton</td>
</tr>
<tr>
<td>3/8&quot; Slag Chips</td>
<td>$6.75 per ton</td>
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<tr>
<td>3/4&quot; Slag Chips</td>
<td>$4.50 per ton</td>
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<tr>
<td>3&quot;-8&quot; Slag</td>
<td>$2.00 per ton</td>
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<tr>
<td>Red Salt</td>
<td>$25.50 per ton</td>
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<tr>
<td>White Salt</td>
<td>$14.50 per ton</td>
</tr>
<tr>
<td>Sand</td>
<td>$3.00 per ton</td>
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</tbody>
</table>
The tax lien sale was called to order at 10:00 A.M. May 23, 2019 in the Cache County Multipurpose Room.

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

- The owner of record or lien-holder of record may redeem the property to prevent the sale at any time prior to the tax sale. (County Code 3.84.030)

- All bidders must be preregistered. (County Code 3.84.020) Bidder preference is first given to possessory interests and then to abutting owners (County Code 3.84.070) Collusive bidding is prohibited. (County Code 3.84.040) Conflicts of interest must be disclosed prior to the tax sale. (County Code 3.84.050) Once the auditor closes the sale of a parcel the successful bidder may not rescind the bid per UCA 59-2-1351.1(6). Confirmation of bid forms must be completed acknowledging the terms and conditions of the bid. The Treasurer’s office will validate the form when you make payment.

- Payment must be made to the County Treasurer in the form of cash or certified funds made payable to the Cache County Treasurer in the exact amount of the sale. If payment has not been remitted by 1:30 p.m. today, then the property will again be auctioned at 2:00 p.m. whereupon the payment must be received by 5:00 p.m. else the bid is null and void. (County Code 3.84.100) Upon timely payment a temporary receipt will be issued from the Treasurer’s office.

- The sales of these properties are conditional and subject to ratification by the County Council. The Council can accept or reject any bid. If the Council accepts the bid then the sale will be deemed approved. (County Code 3.84.080)

- Any person wishing to contest the sale must file a written protest stating the basis for the objection with the County Council through the office of the County Executive within 10 days of the sale. (County Code 3.84.110)

- The county conveys title by tax deed. Parcels with liens are noted when the parcel comes up for sale, and title reports are made available for participants to view. Tax deeds will be issued by the County Auditor after approval of the Cache County Council and mailed within sixty days with a permanent receipt. (County Code 3.84.090)

- Properties offered for sale can be withdrawn or struck off to the county by the County Auditor if any of the following situations occur: (1) No bids are received for the property, (2) the apparent high bidder fails or refuses to execute a confirmation of bid or fails or refuses to make full payment of the bid amount in the manner and within the time required or (3) the County Council rejects any bids and thereby disapproves the sale or (4) the parcel is determined to be used for a public purpose. (County Code 3.84.120) In accordance with Section 59-2-1351.3 of the Utah Code, the County Auditor will publicly declare that the property has been struck off to the County, and make an appropriate record of the action.

- The property is sold by the county and purchased by the buyer "AS IS." The county makes no warranty whatsoever respecting the title, possession, buildability, zoning, condition, assessment, or description of the real property or improvements therein. (County Code 3.84.140)

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

Parcel number 15-033-0080 BALLS, DAVID K & ANN G owners of record.
Legal description: THE W/2 OF LT 2 BLK 15 PLT B CLARKSTON TOWNSITE SVY CONT 0.625 AC
The parcel is an improved lot with a residence and an assessed market value of $73,300. This is a single family residence with 1,120 sq. ft. above grade and approximate year built is 1909. There is a notice of statutory lien executed and attached to this property by the Department of Human Service, Office of Recovery Services (ORS) November 2011. The total due for tax, penalties, interest, and administrative costs equals $3,091.46. County Code 3.84.060 stipulates that in the case of improved property, a bid for less than the market value and the total amount of taxes, interest, penalty, and administrative fees which are a charge upon the real estate will not be accepted. The minimum bid will be $28,000.

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

<table>
<thead>
<tr>
<th>AMOUNT OF BID</th>
<th>BIDDER #</th>
<th>BIDDER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. bid - $28,000</td>
<td>1</td>
<td>Travis Fisher</td>
</tr>
</tbody>
</table>

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

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

APPROVAL OF THE SALE:

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

Approved [X] Denied

Date: May 28, 2019

ATTESTED:

Cache County Council Chair

Revised 2019 ds
<table>
<thead>
<tr>
<th>No.</th>
<th>Entity</th>
<th>Title</th>
<th>Request</th>
<th>Award</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Amalga Township</td>
<td>Veterans Memorial and Sugar Park Youth Playground Equipment</td>
<td>12,000</td>
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<td>2</td>
<td>American Festival Chorus and Orchestra</td>
<td>American Festival Chorus &amp; Orchestra 2019 - 2010 Season</td>
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<td>3</td>
<td>American West Heritage Center</td>
<td>2019 Programming Capital/Maintenance Request</td>
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<td>American West Heritage Center</td>
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<td>ArtCore</td>
<td>ArtCore Kickoff Event</td>
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<td>Block Film and Arts Festival</td>
<td>The Block Festival 2019</td>
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<td>7</td>
<td>Bridger Folk Music Society</td>
<td>Bridger Folk Music Soc Concert &amp; Dance Production</td>
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<td>8</td>
<td>Cache Children's Choir</td>
<td>2019-2020 Season Support</td>
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<td>9</td>
<td>Cache Community Band</td>
<td>New Equipment and Operating Costs</td>
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<td>Cache Community Connections</td>
<td>Logan Tabernacle Concert and Lecture Series</td>
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<td>11</td>
<td>Cache County - Development Services</td>
<td>Cache County Trails Planner Support</td>
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<td>Bjorn/Beaver Mountain Trail Improvements</td>
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<td>Middle Canal Trail and Crossings</td>
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<td>17</td>
<td>Cache County - Fairgrounds</td>
<td>Asphalt repair, replace and addition</td>
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<td>Cache Daughters of Utah Pioneers</td>
<td>Museum Operating Funds</td>
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<td>Arts Education and Outreach Programming</td>
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<td>Marketing for Cache Valley Center for the Arts</td>
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<td>Cache Valley Arts Summit</td>
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<td>Cache Valley Civic Ballet</td>
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<td>Cache Valley Cowboy Rendezvous, Inc.</td>
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<td>Cache Valley Cruising Association</td>
<td>Cache Valley Cruise-In 2019</td>
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<tr>
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<td>Cache Valley Morning Rotary Club</td>
<td>Little Bear Kayak Trail &amp; Multi-Generation Wildlife Art Gallery</td>
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<td>Celebrate America Show</td>
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<td>Chamber Music Society of Logan</td>
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<td>Common Ground Outdoor Adventures</td>
<td>Tourism promotion of the Cache Valley Century Ride</td>
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<td>Cornish Town</td>
<td>Cornish Town Hall Improvements - Phase I</td>
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<td>Family Information and Resource Center</td>
<td>Read Around the World</td>
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<td>Four Seasons Theatre Company</td>
<td>Four Seasons Theatre 2019 Production Season</td>
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<td>George S. Eccles Ice Center</td>
<td>NPIC Ongoing Operating Expenses and Commitment</td>
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<td>Hyde Park City</td>
<td>South East Park Construction - Year 5 of 10</td>
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<td>Hyrum City</td>
<td>Elite Hall Exterior Masonry Rehabilitation</td>
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<td>Logan Community Foundation dba Cache</td>
<td>Cache Theatre Company 2019-2020 Season</td>
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<td>Logan Downtown Alliance</td>
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<td>1700 South Park Construction</td>
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<td>46</td>
<td>Logan City - Parks and Recreation</td>
<td>Angel's Landing Playground - Phase 1</td>
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<td>Logan City - Parks and Recreation</td>
<td>Trapper Park Pavilion</td>
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<td>24,076</td>
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<td>Logan City - Parks and Recreation</td>
<td>Asphalt Surface for Rendezvous Park Parking Lot Extension</td>
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<td>Lyric Repertory Company</td>
<td>Lyric Repertory Company 2019 Season</td>
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<td>Millville City</td>
<td>Millville City Pickleball Courts</td>
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<td>Millville City</td>
<td>North Park Pavilion Upgrades</td>
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<td>Friends of the Mendon Cottage Library</td>
<td>Ongoing library programming expenses</td>
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<td>Music Theatre West</td>
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<td>Nibley Children's Theatre</td>
<td>An Amazing Adventure</td>
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<td>Nora Eccles Harrison Museum of Art</td>
<td>NEHMA's 2019-20 Exhibitions &amp; Programs</td>
<td>18,000</td>
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<td>Nordic United</td>
<td>Promotion of Cache Country Outdoor Winter Recreation</td>
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<td>North Logan City</td>
<td>Tour of Utah - Stage 1</td>
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<td>North Logan Community Center</td>
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<td>North Logan City</td>
<td>Cache Recreation Complex Phase 3 &amp; 4 (Year 5 of 10)</td>
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<td>Providence City</td>
<td>Uptown Park Softball Diamond Rebuild</td>
<td>117,873</td>
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<tr>
<td>61</td>
<td>Providence City</td>
<td>Alma Leonhardt Park Additional Pickleball Courts</td>
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<td>Richmond City</td>
<td>300 East Pathway/Trail Project</td>
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<td>River Heights City</td>
<td>River Heights Tennis Courts</td>
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<td>Smithfield City Parks</td>
<td>Forrester Acres Expansion Project</td>
<td>113,817</td>
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<td></td>
<td>and Recreation Department</td>
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<td>65</td>
<td>Smithfield City Children's Theatre</td>
<td>Snow White and 7 Dwarfs</td>
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<td>Stokes Nature Center</td>
<td>Strategic Interpretive Redesign</td>
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<td>67</td>
<td>Stokes Nature Center</td>
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<td>Summerfest Arts Faire</td>
<td>Summerfest Arts Faire 2019</td>
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<td>Unicorn Theatre</td>
<td>Unicorn Theatre</td>
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<td>Utah Festival Opera &amp; Musical Theatre</td>
<td>2019 Summer Festival, Education Programs, Utah Theatre</td>
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<td>Utah Festival Opera &amp; Musical Theatre</td>
<td>2019 Summer Festival, Education Programs, Utah Theatre</td>
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<td>Utah State University</td>
<td>Cache County Park System Enhancement</td>
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<td>Utah State University</td>
<td>Recruiting Summer Citizens Program</td>
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<td>74</td>
<td>Valley Dance Ensemble</td>
<td>Valley Dance Ensemble Spring 2020 Concerts</td>
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<td>Wellsville City</td>
<td>Wellsville Elementary Park &amp; Playground</td>
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<td>76</td>
<td>Whittier Community Center</td>
<td>Utilities Funding/Operating Expenses</td>
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<td>Zootah at Willow Park (formerly Willow Park Zoo)</td>
<td>Operating Funds</td>
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<td>78</td>
<td>Zootah at Willow Park (formerly Willow Park Zoo)</td>
<td>Zootah Renew - Capital Improvement Project</td>
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**GRAND TOTALS**

$4,347,382  $2,526,870

**Committed Funds from Restaurant Tax**

Note 1: George S Eccles Ice Center - NPIC Const & Improvements Year 5 of 5  92,853
Note 2: Hyde Park City - So East Park Construction - Year 5 of 10  
  North Logan Recreation Land - Year 5 of 10  112,000
  Nibley Recreation Land - Year 5 of 10  80,000

**GRAND TOTALS**

$4,347,382  $2,926,723
Plan of Operation

INTERLOCAL AGREEMENT
CACHE COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY
(CCEMS)

THIS AGREEMENT is made by and between THE COUNTY OF CACHE, a county corporation of the State of Utah, hereinafter referred to as "County" and THE CITY OF LOGAN, a municipal corporation of the State of Utah, hereinafter referred to as the "City." The County and City will jointly be referred to as "parties."

RECIDALS

THIS AGREEMENT is made by and between the parties based upon the following representations and recitals:

A- Purpose for Agreement

The parties intend jointly to own, manage, and operate an emergency medical service for the benefit of the people of Cache County. This service will be managed by a separate legal and administrative entity created by this agreement to protect, preserve, and enhance the health, safety, and welfare of all persons within Cache County with the intent that the emergency medical service agency be owned, managed, and operated jointly in an efficient, effective, and flexible manner in order to provide, as a primary purpose and function, high quality emergency medical treatment to those citizens of Cache County who need the same.

In recognition of the need to provide emergency medical services to the citizens of Cache County, it is acknowledged by the parties the necessity for this agreement in order to facilitate cooperation between the parties in obtaining licensure status as is set forth in this agreement and in accordance with the requirements of U.C.A. §26-8a-101 et seq. and in the creation of a separate legal and administrative entity for the ownership, maintenance, and operation of a unified emergency medical service program.

B- Authority

This agreement is made and entered into by the parties pursuant to the authority granted by the Utah Interlocal Cooperation Act as set for in Chapter 13, Title 11, Utah Code Annotated, 1953, as amended, and 10-1-202 and 17-50-302, Utah Code Annotated, 1953, as amended.

TERMS OF AGREEMENT

Now, therefore in consideration of the mutual terms and covenants contained herein, the parties agree as follows:

1. Creation of Cache County Emergency Medical Service Authority

There is hereby created a separate and legal administrative entity pursuant to the Utah Interlocal Cooperation Act to be known as the Cache County Emergency Medical Services Authority (CCEMS).
2. Term of Agreement

This agreement is in effect beginning July 1, 2019 and will continue until changed or rescinded by either party by giving at least one (1) year written notice prior to the end of the then current budget year.

3. Emergency Medical Service Licenses

The parties acknowledge the necessity to maintain the appropriate state licensing in order to provide the emergency medical services required by this agreement. Therefore, it is hereby agreed that the Cache County Emergency Medical Services Authority (CCEMS) shall hold and maintain the following ambulance licenses from the State of Utah:

(a) Paramedic Rescue
(b) Paramedic Inter-facility
(c) Advanced EMT Ambulance
(d) Advanced EMT Inter-facility Transfer

CCEMS shall have the authority to manage the licenses as set forth below.

4. Service Areas

The parties hereby create two distinct service areas: Logan City/Zone 7 Operations and Cache County Operations.

(a) Logan City/Zone 7 Operations. This service area shall consist of the jurisdictional boundaries of the Cities of Logan, River Heights and Providence and the communities of Young Ward, College Ward and all of Logan Canyon to the Rich County Line. Zone 7 operations shall also include the jurisdictional boundaries of North Logan and Green Canyon.

(b) Cache County Operations. This service area shall consist of the jurisdictional boundaries of Cache County excluding Logan City/Zone 7 Operations as described above in paragraph (a).

5. Service Area Directors and Employee Status

(a) The City of Logan Fire Chief shall be the director of the Logan City/Zone 7 service area and shall have the authority to manage day-to-day operations, tactical procedures, personnel matters (including employee hiring, termination, and compensation) and shall have all other rights and responsibilities not specifically granted to CCEMS.

(b) The County Emergency Medical Services Coordinator shall be the director of the Cache County service area and shall have the authority to manage day-to-day operations, tactical procedures, personnel matters (including employee hiring, termination, and compensation) and shall have all other rights and responsibilities not specifically granted to CCEMS.

6. Powers Granted CCEMS.

The mission of CCEMS is to oversee the formation and management of a countywide comprehensive emergency medical services program providing emergency medical services to all citizens of Cache County, as a joint program of the Office of the Cache County EMS Coordinator and the ambulance program of the Logan City Fire Department. CCEMS shall accomplish this mission by providing the EMS Coordinator's Office and the Logan Fire Department ambulance program four key services: strategic
policy direction; pre-city and county council budgetary approval; ambulance billing and collection; and revenue for ambulance operations. Therefore, it is hereby granted to CCEMS the following powers:

(a) **General Powers**

CCEMS shall have the power to acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, and operate, and regulate its operations with a primary purpose of providing high quality emergency medical services to the citizens of Cache County.

(b) **Billing**

CCEMS shall be responsible for all ambulance billing for both service areas.

(c) **No Taxing Powers**

Notwithstanding any statutory provisions to the contrary, CCEMS shall have no power to appropriate or cause any funds neither to be raised by taxation nor to levy any taxes.

(d) **No Bonding Powers**

Notwithstanding any statutory provisions to the contrary, CCEMS shall have no power to issue bonds or allow liens to be placed against real property without the prior consent of the parties.

(e) **Additional Powers**

CCEMS shall have additional powers and responsibilities to keep and maintain appropriate and necessary records; to make and enter into contracts; to employ employees, agents, and consultants; to accept gifts in accordance with law; and to make the necessary and appropriate by-laws, rules, policies, and regulations regarding CCEMS and its functions subject to applicable federal and state laws, rules, regulations, and this agreement.

(f) **Powers Not Enumerated**

Powers not specifically granted to CCEMS shall remain with the City and County and their Service Area Directors.

7. **CCEMS Governing Board**

(a) **Designation of Board**

CCEMS shall be governed by a governing board designated as the "Cache County Emergency Medical Services Governing Board" (hereinafter referred to as the "Board").

(b) **Composition**

1) The Board shall consist of seven (7) voting members and six (6) non-voting advisory members.

2) The voting members of the Board shall include the following:
a) Two members of the City of Logan Municipal Council;

b) Two members of the Cache County Council;

c) One member appointed by the City of Logan Municipal Council;

d) The Cache County Executive;

e) One member appointed by the other six Board members with a minimum of four votes approving the appointment.

3) The non-voting advisory members of the Board shall include the following:

   a) The Cache County EMS Coordinator;

   b) The City of Logan Fire Chief;

   c) The Medical Control Doctor;

   d) A State of Utah EMS Representative;

   e) A 911 Dispatch Representative;

   f) The Medical Quick Response Council Chairperson.

(c) **Tenure**

1) Each appointed voting member shall be appointed for a term of four years on a staggered term basis. Of the initial appointed members, the member appointed by the Board shall serve an initial term of two years and the member appointed by the Logan Municipal Council shall serve an initial term of three years. Thereafter all terms shall be for four years. Appointed members may be reappointed for consecutive terms.

2) In the event of a vacancy caused by the removal, resignation, death, or other unavailability of any appointed member, the appropriate body shall promptly appoint a new Board member to serve the remainder of the term of the vacant position.

(d) **Powers**

1) The Board shall formulate and approve policies, objectives, and guidelines that will enable CCEMS to achieve its stated purpose as set forth in section 6 of this agreement.

2) The Board shall approve the provider of ambulance billing services and authorize all contracts entered into on behalf of CCEMS.

3) The Board shall authorize and administer the payments of funding as set forth herein to the service areas.
4) The Board shall annually submit to the parties a recommended budget for CCEMS and the service areas under the procedures set forth in this agreement.

5) The Board shall have such other powers as are appropriate and necessary for the performance of this agreement.

6) The Board shall not have any authority over personnel matters, including hiring and termination, of employees.

(e) By-laws

The Board shall adopt by-laws for the CCEMS consistent with the provisions of this agreement.

(f) Rules of Procedure

The Board may establish rules of procedure for its business and operations.

(g) Committees

The Board may create committees, make appointments to such committees, and establish the responsibilities and duties of such committees; however, the Board may not delegate its rights and responsibilities as outlined herein to any committee.

(h) Officers

The Board shall elect a chairman and such other officers, as it deems appropriate.

(i) Meetings

1) The Board shall meet at least quarterly, providing that reasonable notice is given to all board members of the time and place of each meeting.

2) The Board shall comply with the provisions of Utah Code Annotated, Title 52 Chapter 4, 1953 as amended, for open and public meetings. All meetings of the Board shall be open to the public unless closed pursuant to Sections 52-4-4 and 52-4-5, Utah Code Annotated, 1953 as amended.

3) Public notice shall be given of all meetings as required by Section 52-4-6, Utah Code Annotated, 1953 as amended, and minutes kept of all meetings in accordance with Section 524-7, Utah Code Annotated, 1953 as amended.

4) Quorum and Voting

(a) A quorum shall be required for the transaction of all business of the Board.

(b) A quorum shall consist of a majority of all voting Board members.

(c) All decisions shall require the affirmative vote of a majority, but in no event less than four
(4) of the voting Board members present.

(d) Each board member shall have one vote.


The minimum standards, service levels and concepts for operations and logistics for emergency medical services for the service areas shall be as set forth in Exhibit A. Exhibit A may, from time to time, be amended by mutual written agreement of the parties.

9. Funding

The parties agree that CCEMS is an essential operation, which serves the entire Cache County community and the funding of CCEMS should come from the entire Cache County Community. Therefore, it is hereby agreed by the parties that the County, through the appropriate property tax assessment, shall fund CCEMS. Funding may also be derived from Fees for Service, donations and such other sources as the parties approve. The Board and the parties shall approve the budget annually.

10. Fiscal Matters

(a) Standards

The fiscal and financial affairs of CCEMS shall be conducted in compliance with the provisions of generally accepted accounting principles, standards, and regulations for governmental entities as well as applicable federal and state rules, regulations, and standards. The Parties acknowledge that CCEMS shall be a component unit and shall be reported in the County's annual financial statements.

(b) Audit

The Board shall provide for an annual audit of the financial records of CCEMS. The Board may authorize an independent certified public accounting firm, qualified and experienced in governmental audits to perform an independent audit under a written engagement letter specifying the audit services to be performed.

(c) Policies

The Board shall adopt appropriate policies, regulations, and standards for accounting, payments, budgets, and other financial affairs for CCEMS.

(d) Records and Fiscal Services

The Board may contract for records and fiscal services with any entity the Board deems appropriate. Said contract shall provide for maintenance of the records and handling of the fiscal affairs of CCEMS. If any government entity is contracted with to provide such services, they shall be reimbursed for any actual costs incurred for the services, and any materials, books, or records purchased specifically for CCEMS.
(e) Fiscal Year

The fiscal year for CCEMS shall be for the period January 1 to December 31.

(f) Budget

1) To address the ever-changing scope and cost of providing emergency rescue services, the Board with the assistance of the Service Area Directors, shall undertake a comprehensive review of the capital and personnel needs of the system. This review shall be performed every three (3) years beginning with fiscal year 2019 and shall serve as the basis upon which a base funding amount reflecting the contribution by each entity to the system may be determined.

2) Using the base funding amount established by the Board, the Service Area Directors shall submit to the Board a proposed budget for their respective service area at a time set by the Board. The Board then shall prepare and recommend a tentative budget at least three months prior to the beginning of the fiscal year for CCEMS for which that budget is proposed.

3) Upon the approval of the Board, the tentative budget shall be submitted to all parties of this agreement.

4) A copy of the final budget as approved by the parties of this agreement shall be given to the Board for implementation.

5) The Board may not recommend a tentative budget that is lower than the previous fiscal year's budget plus 3 percent, except for those years in which a new base amount is determined, unless said reduction is requested by both parties to this agreement.

6) It is understood that in the event of a reduction in revenues which prevents CCEMS from providing the full 3% annual increase, any shortfall may be passed along to each entity proportionally.

11. CCEMS Staff

Staffing for the CCEMS Authority shall be as determined by the Board.

12. Records and Confidentiality

The Board shall adopt a policy regarding the maintenance, dissemination, and retention of records and information in accordance with Utah Code Annotated Title 63 Chapter 2, 1953 as amended, Government Records Access and Management Act and any applicable federal regulations. The parties agree to abide by the provisions of that policy, as allowed under the applicable law, including any time subsequent to the termination of their membership in CCEMS.

13. Termination

(a) Termination may occur at anytime, upon the parties entering into a written, mutually agreed upon, Termination Agreement, or;
(b) Termination may occur upon written notice to the non-terminating party at least one (1) year prior to the end of the current budget year, or;

(c) Termination shall be effective immediately upon the termination of the licensure status of CCEMS to provide ambulance service.

14. Disposition of Assets Upon Termination

(a) In the event of termination of this agreement the County and the City shall each retain any real and personal property owned by the respective parties prior to the termination of this agreement, and property owned by CCEMS shall be sold at public auction with the proceeds being divided equally among the County and City.

(b) If applicable, the County and City agree to negotiate mutual aid agreements for ambulance service back up in the event of termination.

15. Limited Obligations

The obligations entered into by each of the parties to this agreement are limited obligations. The debts, liabilities, and obligations of CCEMS shall not constitute debts, liabilities, or obligations of either party except by specific agreements otherwise.

16. Liabilities and Indemnification

(a) CCEMS shall defend, indemnify, save harmless, and exempt the parties to this agreement, and the officers, agents, and employees of said parties from and against any and all claims, litigation, demands, or costs with respect to any injury or damages incident to any willful or negligent acts or omissions by the CCEMS or its officers, agents, or employees including all costs of defense including, but not limited to, court costs and attorney's fees.

(b) The Board shall provide for risk and liability coverage in such amounts, as it deems necessary and appropriate to ensure against claims arising from the operations of CCEMS. Coverage shall be obtained prior to the commencement of operations and shall be maintained at all times during the term of this agreement.

17. Legal Representation

CCEMS, as a separate public entity, may receive legal services by and through the legal departments or representatives of the parties to this agreement, but in the event of litigation may, because of potential conflicts of interest, hire independent legal representation. The legal departments or representatives of the parties are not to be automatically deemed the legal representatives of CCEMS.

18. Cooperation

The parties to this agreement understand the importance of CCEMS and commit themselves to work toward the effective and efficient operation of CCEMS to provide for the health, safety and welfare of the citizens of Cache County.
19. **Annual Report and Plan**

CCEMS shall, at its expense, submit an annual written report of its activities, budget, assets and liabilities, and expenditures and receipts to the parties of this agreement with proposed plans for the following fiscal year.

20. **Resolutions and Authorization**

This agreement shall not become effective unless and until a resolution has been duly adopted by the legislative body of each party approving this agreement. A copy of the resolution of each party shall be attached to and incorporated into this agreement.

21. **Amendments**

This agreement may not be amended except by subsequent written agreement of the parties hereto and the adoption by each party's legislative body by a duly enacted resolution.

22. **Effective Date**

The effective date of this agreement shall be ___________, 2019.

IN WITNESS WHEREOF, the parties to this agreement have each executed the same in duplicate, each of which will be deemed an original, on the date designated with the execution.

COUNTY OF CACHE  

________________________
Craig Buttars, County Executive

________________________
Jill N. Zollinger, County Clerk / Auditor

Approved as to Form:

________________________
Cache County Attorney

CITY OF LOGAN  

________________________
Holly H. Daines, Mayor

________________________
Theresa, Harris, City Recorder

Approved as to Form:

________________________
Logan City Attorney
EXHIBIT A
Of
The Interlocal Agreement Between Logan City and Cache County
Creating
the
Cache County Emergency Medical Services Authority (CCEMS)

Performance Standards

It shall be the policy of the CCEMS Authority encourage Logan City to work towards the provision of a first responder medical unit to areas within Logan City in five minutes or less 90 percent of the time. The CCEMS Authority shall also encourage each of the other jurisdictions within Cache County to work toward the provision of a first responder medical unit to areas within their jurisdiction in 10 minutes or less 90 percent of the time.

It shall be the goal of the CCEMS Authority to provide an Emergency Medical Services Program that provides an intermediate or paramedic level ambulance within 8 minutes or less 90 percent of the time to the following cities: Logan, Providence, River Heights, North Logan, Hyde Park, Smithfield, Nibley, Millville, Hyrum and Wellsville. It shall be the goal of the Authority to provide an ambulance to the remaining communities of Cache County within 20 minutes or less 90 percent of the time.

Call Triaging

As a matter of policy, Cache County and Logan City adopts the concept of an Emergency Medical Dispatch (EMD) system that triages EMS calls, utilizing ProQA software through dispatch. Depending on the incident need units are dispatched at an Advanced Life Support level per State Protocol with either a (Paramedic or Advanced) as required by license. The system would, furthermore, recommend dispatch of resources appropriate to the nature of the call.

However, in all reports of an emergency medical incident, the nearest first responder medical company shall be dispatched unless the response distance differential between the ambulance and the first responder is not significant (as determined by the Service Area Director). Furthermore, all first responder agencies retain flexibility to determine the level of their first responder response once so notified.

Medical Control & Medical Director

In accordance with state law and/or state EMS regulations, the CCEMS authority shall provide adequate funding to insure appropriate medical control by means of “off-line” physician oversight for both ambulance transport and medical quick response units. In accordance with paragraph 5 of the interlocal agreement, selection of the oversight physician shall be the responsibility of the Logan City Fire Chief and the Cache County EMS Coordinator given the
technical nature of the process. The selection process shall conform with acceptable governmental bidding and accounting practices.

Medical Director:

To promote countywide uniformity and consistency, the same oversight physician shall be utilized by both Logan City and Cache County by means of a single contract issued by the CCEMS authority after the selection of the oversight physician is made. The contract shall stipulate the duties and responsibilities of the oversight physician. At a minimum, the stipulation shall include the physician’s responsibility to promulgate and maintain medical control protocols (including “standing orders” and other related EMS response protocols). Such other protocols include, but are not limited to, those pertaining to 9-1-1 dispatch triaging (“priority dispatch”) utilized by CCEMS ambulances.

Medical Control:

To further maintain equality between hospitals. The hospital destination protocols utilized by city/county ambulances will be contracted with Bear River Health Department. The medical control contract shall include provision for appeal of the oversight physician’s hospital destination protocols, if challenged by an emergency patient receiving facility within Cache County. Also will provide assistance in Health related disasters and situations.

**Interfacility Transfers**

All interfacility transfers within the county will be conducted by the primary service provider depending on the Zone location and level of treatment needed, either paramedic or advanced level.

All interfacility transfers outside the county will be on a fair and equitable rotation, utilizing the units available in the system.

**County-wide EMS Structure**

EMS structure and responses are based on call type and

Both sets of responders shall be tied together in an integrated and “seamless” EMS system. This is achieved by means of specific automatic and mutual aid language contained within this Exhibit or contained within mutual/automatic aid agreements between the county and the individual cities and towns.
Logan City’s responders shall consist of:

- Three paramedic engine/truck companies E70 or T70, E71, & E72 (2 personnel each)
- Three paramedic or AEMT ambulance(s) R70, R71, & R72 (2 personnel each)
- A paramedic rescue squad(s) (Paramedics utilized from units above) *to primarily provide paramedic service to Cache County, as required until County has Paramedics in service.
- Automatic aid back up from Cache County’s ambulances.
- A paramedic and AEMT/EMT ambulance in North Logan (station 120)

Cache County’s responders shall consist of:

- Ambulance 160 AEMT’s (2 personnel) Smithfield
- Ambulance 162 and 163 from Smithfield (staffed as needed with part-time/volunteer)
- Ambulance 161 AEMT’s (2 personnel) from Hyrum.

This structure has the flexibility for future growth as the county or city population expands, if authorized by the Authority. Advanced life support units may be upgraded in the future to paramedic level as population and call volume increases. Furthermore, funding for additional city or county first responder or paramedic rescue units or ambulances may be provided when circumstances justify expansion that is approved by the Authority.

**Cache-Logan EMS Operations**

With the structure described above in place, all city and county units would be available to provide for integrated and seamless first responder, rescue (ie., vehicle extrication, etc.), and ambulance transport services countywide. The mechanism to insure such availability would be the automatic aid agreements either contained within the Agreement (for Logan and Cache County) or developed separately between the EMS Coordinator’s office and the individual EMS first responder companies or city fire departments.

**Logan City/Zone 7 Operations:** The nearest paramedic first responder engine company and Rescue would first handle medical emergencies. The closest available rescue (paramedic) and/or engine company would then handle second emergencies and third ambulance to handle the third call. Ambulance 120 will handle all North Logan first medical calls and back up to County A160 or Logan city units, as necessary. Cache County (Ambulances 161 and 162) will handle calls in north and south zones and provide assistance to Logan Zone as necessary. **fourth**

**Cache County Operations:** In areas of Cache County outside of Logan City/Zone 7, medical emergencies would first be handled by the nearest EMS first responder company and either Ambulance 160 out of Smithfield (for the north county) or Ambulance 161 from Hyrum (for the south county). Additional calls in the North end will be handled by staffing Ambulance 162 and Ambulance 163 (when available). For calls triage as paramedic type calls, a paramedic
squad from Logan will be dispatched. Future growth of placing Paramedics in stations in the county will be accomplished by 2020.

The ambulance stationed in Smithfield and Hyrum are readily available in the event additional ambulances are needed in Logan City service area.

**Multi-Casualty Incident Protocol**

In order to insure effectiveness of county-wide EMS operations during a major multi-casualty incident, the two service area directors shall develop and implement county-wide, comprehensive Multi-Casualty Incident (MCI) protocol. At a minimum, the protocol shall:

- Be approved by the medical director.
- Be approved by the county EMS council.
- Provide at the scene of an MCI, at a minimum, for the establishment of:
  - Triage, treatment and transport areas (with supervisors for each)
  - Checklist for each area supervisor
  - A patient transportation worksheet for the transport area supervisor
  - Any other key element deemed appropriate by the service area directors.

**Cache-Logan EMS Logistics**

All logistical needs for the county ambulances shall be ordered and distributed by Logan City, and paid by County through CCEMS.

Specifically, the following logistical support shall be provided to Cache County by Logan City as part of the Agreement:

- On-going provision (refilling) of all operational supplies including, but not limited to, oxygen, medicines, bandages, splints, backboards, fuel, etc. With the exception of fuel, these same supplies shall also be provided to the first responder companies by the on-scene ambulance by mechanism of an on-scene replacement of expended medical supplies with refills.
• Provision of all maintenance and/or repair for the ambulances, also should be paid by CCEMS.

• Training assistance as necessary to Cache County units and personnel.

• Specific to the State EMS Authority requirements of the Ground Ambulance and Paramedic License application process, the full-time state-certified medical training officer (which is the Logan City Fire Department EMS Chief) shall be designated as the "Certified EMS Training Officer" for the CCEMS Authority.

• The primary responsibilities of the CCEMS Certified EMS Training Officer, at a minimum, shall be to:
• Act as primary training liaison between the CCEMS authority and the State EMS agency;
• Provide training support, coordination, and correlation for the service area EMS training coordinators (ie., Logan City Fire Department EMS Coordinator for Logan City and Zone 7 and the Cache County EMS Coordinator for all of the remainder of Cache County).