

RESOLUTION NO. 98-9

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DAGGETT COUNTY, UTAH (THE "COUNTY") AUTHORIZING AND APPROVING THE EXECUTION BY THE UTAH ASSOCIATION OF COUNTIES (THE "ASSOCIATION") OF AMENDMENTS TO A LEASE/PURCHASE AGREEMENT, DATED AS OF MAY 15, 1997 (THE "ORIGINAL LEASE"). BY AND BETWEEN THE ASSOCIATION, AS LESSEE, AND ZIONS FIRST NATIONAL BANK, AS LESSOR (THE "TRUSTEE"), AN INDENTURE OF TRUST AND PLEDGE AND OTHER DOCUMENTS PREVIOUSLY EXECUTED BY THE ASSOCIATION IN CONNECTION WITH THE ISSUANCE AND SALE BY THE TRUSTEE OF CERTIFICATES OF PARTICIPATION, SERIES 1997 (THE "CERTIFICATES"), FOR THE PURPOSE OF FUNDING THE DEBT SERVICE RESERVE REQUIREMENT FOR THE CERTIFICATES WITH A LETTER OF CREDIT; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Utah Association of Counties (the "Association") has been duly and regularly created, established and is organized and validly existing as a non-profit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, Title 16, Chapter 6, Utah Code Annotated 1953, as amended (the "Nonprofit Corporation Act"); and

WHEREAS, the Association is a nonprofit organization operated exclusively for the benefit of its membership, the membership of which is comprised solely of counties of the State of Utah (the "Members"); and

WHEREAS, under the Articles of Incorporation of the Association (the "Articles") the objects and purposes for which the Association has been founded and incorporated are to provide services to its Members within the constraints of the Association's budget and available resources in order to promote better county government through cooperative and mutual efforts; and

WHEREAS, the Association has previously entered into a Lease/Purchase Agreement dated as of May 15, 1997 (the "Original Lease"), by and between the Association and Zions First National Bank (the "Trustee"), under which the Trustee has leased to the Association a certain parcel of land (the "Property") and a facility and certain improvements constructed thereon (the "Facility", and together with the Property, the "Project") for use by the Association's Members for county purposes; and

WHEREAS, the Property has been previously leased by the Association to the Trustee pursuant to a Ground Lease Agreement dated as of May 15, 1997 (the "Ground Lease"), by and between the Association, as lessor, and the Trustee, as lessee; and

WHEREAS, Certificates of Participation (the "Certificates"), which evidence assignments of proportionate interests in rights to receive certain payments under the Original Lease, have been executed and delivered pursuant to an Indenture of Trust and Pledge dated as of May 15, 1997 (the "General Indenture"), by and between the Association and the Trustee; and

WHEREAS, due to an unanticipated increase in construction costs of the Project, the Association desires to fund the debt service reserve requirement for the Certificates with a letter of credit to be issued by Zions First National Bank (the "Letter of Credit Bank"), and thereby release the moneys on deposit in the debt service reserve fund for use in the construction of the Project; and

WHEREAS, (i) Sections 11.2 and 12.2 of the General Indenture and (ii) Section 15.6 of the Original Lease permit the amendment of the General Indenture and the Original Lease, respectively, with the consent of the Owners (as defined in the General Indenture) of not less than 51 % in aggregate principal amount of the Certificates and the Trustee, as applicable; and

WHEREAS, Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), as sole owner of the Certificates, and the Trustee each consents to a First Supplemental Indenture dated as of May 1, 1998 (the "First Supplemental Indenture", and together with the General Indenture, the "Indenture") and a First Amendment to Lease/Purchase Agreement dated as of May 1, 1998 (the "First Amendment to Lease", and together with the Original Lease, the "Lease") in substantially the forms attached hereto as Exhibits "B" and "C" for the purpose of amending applicable provisions in the General Indenture and the Original Lease to permit the funding of the debt service reserve requirement with a letter of credit; and

WHEREAS, Daggett County, Utah (the "County") is a body corporate and politic duly and regularly created, established, organized and existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the County, as a Member of the Association, desires to authorize certain actions to be taken by the Association, in acting on behalf of the County, in connection with the execution and delivery of the above referenced First Supplemental Indenture and First Amendment to Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAGGETT COUNTY, UTAH AS FOLLOWS:

Section 1. All action heretofore taken, not inconsistent with the provisions of this Resolution, by the Board and by the officers of the County directed toward the execution and delivery of the First Supplemental Indenture and the First Amendment to Lease by the Association and the issuance of a letter of credit by the Letter of Credit Bank are hereby ratified, approved and confirmed.

Section 2. The First Amendment to Lease and the First Supplemental Indenture, in the forms presented to this meeting and attached hereto as Exhibits "B" and "C", respectively, are in all respects approved, authorized and confirmed and the President of the Association and Secretary-Treasurer are authorized to execute and deliver the First Amendment to Lease and the First Supplemental Indenture in the forms and with substantially the same content as set forth in Exhibits "B" and "C", respectively, for and on behalf of the Association.

Section 3. The appropriate officials of the Association are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated thereby and are authorized to take all action necessary to acquire a letter of credit for the purpose of funding the debt service reserve requirement for the Certificates, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the execution and delivery of the First Amendment to Lease and the First Supplemental Indenture.

Section 4. The appropriate officials of the County are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the First Supplemental Indenture and the First Amendment to Lease and are authorized to take all action necessary to acquire a letter of credit for the purpose of funding the debt service reserve requirement for the Certificates, including without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the execution and delivery of the First Amendment to Lease and the First Supplemental Indenture.

Section 5. No provision of this Resolution, the First Amendment to Lease, the First Supplemental Indenture or any other instrument, shall be construed as creating a general obligation of the Members, or as incurring or creating a charge upon the general credit of the Members or against their taxing powers.

Section 6. The appropriate officials of the Association are hereby authorized to make any alterations, changes or additions in the First Supplemental Indenture, the First Amendment to Lease or related documents herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of such instruments, to the provisions of this Resolution or the provisions of the laws of the State of Utah or the United States.

Section 7. If any provisions of this Resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the Exhibits.

Section 8. The Secretary-Treasurer of the Association is hereby authorized to attest to all signatures and acts of any proper official of the Association, and to place the seal of the Association on the First Amendment to Lease, the First Supplemental Indenture and related documents. The President of the Association and other proper officials of the Association and each of them are hereby authorized to execute and deliver for and on behalf of the Association any and all additional certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

Section 9. All bylaws and resolutions of the County or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 10. This Resolution shall become effective immediately upon adoption by the Board.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF
DAGGETT COUNTY, UTAH THIS 20th DAY OF May, 1998.



(SEAL)

ATTEST:

Wicky McKee
County Clerk

Chad S. Reed

Chair

A motion to adopt the foregoing resolution was then duly made by Commissioner Walters, duly seconded by Commissioner Briggs, and was put to a vote and carried, the vote being as follows:

Those Voting Aye: Chad L. Reed
James M. Briggs
Sharon P. Walters

Those voting Nay:

Those Absent:

After the conduct of other business not pertinent to the foregoing, the meeting was adjourned.

DAGGETT COUNTY, UTAH

Chad L. Reed

Chair

Attest:

Windy Miller
County Clerk

CLERK
(ST. A. L.)

STATE OF UTAH)
)ss.
COUNTY OF DAGGETT)

I, Vicky McKee, the undersigned duly elected, qualified and acting County Clerk of Daggett County, Utah (the "County"), in the State of Utah, do hereby certify:

The foregoing pages numbered 1 to 8, both inclusive, are a true, perfect and complete copy of the record of proceedings of the Board of the County, had and taken at a lawful regular meeting of said Board held at the County offices, in Manila, on the 20th day of May, 1998, commencing at the hour of 9:00 a.m., as recorded in the official book of the proceedings of the County kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this 20th day of May, 1998.

Vicky McKee
County Clerk



EXHIBIT "A"

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Vicky McKee, the undersigned County Clerk of Daggett County, Utah (the "County"), do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the _____, 1998, public meeting held by the Board as follows:

(a) By causing a Notice, in the form attached hereto as Schedule "1", to be posted at the County's principal offices on May 19, 1998, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Schedule "1", to be delivered to the Vernal Expo on May 19, 1998, at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 1998 Annual Meeting Schedule for the Board (attached hereto as Schedule "2") was given specifying the date, time and place of the regular meetings of the Board to be held during the year, by causing said Notice to be posted on December 18, 1997 at the principal office of the Board and by causing a copy of said Notice to be provided to at least one newspaper of general circulation within the County on December 18, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 20th day of May, 1998.

Vicky McKee
County Clerk



DAGGETT COUNTY COMMISSION

MEETING AGENDA

WEDNESDAY, MAY 20, 1998

9:00 A.M.

DAGGETT COUNTY COURTHOUSE

1. Welcome - Pledge of Allegiance.
2. Approve Minutes
3. Old Business.
4. Citizen Comments.
5. Contract with Sahara Construction.
6. Discover Cards.
7. Daggett County Jail.
8. Ambulance Collection Agency Agreement.
9. High School Rodeo Grounds Use Permit.
10. County Truck.
11. Mental Health.
12. County Roads.
13. Browns Park Road.
14. Employee Insurance Benefits.
15. Resolution #98-9, A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DAGGETT COUNTY, UTAH (THE "COUNTY") AUTHORIZING AND APPROVING THE EXECUTION BY THE UTAH ASSOCIATION OF COUNTIES (THE "ASSOCIATION"), DATED AS OF MAY 15, 1997 (THE "ORIGINAL LEASE"). BY AND BETWEEN THE ASSOCIATION, AS LESSEE, AND ZIONS FIRST NATIONAL BANK, AS LESSOR (THE "TRUSTEE"), AND INDENTURE OF TRUST AND PLEDGE AND OTHER DOCUMENTS PREVIOUSLY EXECUTED BY THE ASSOCIATION IN CONNECTION WITH THE ISSUANCE AND SALE BY THE TRUSTEE OF CERTIFICATES OF PARTICIPATION, SERIES 1997 (THE "CERTIFICATES"), FOR THE PURPOSE OF FUNDING THE DEBT SERVICE RESERVE REQUIREMENT FOR THE CERTIFICATES WITH A LETTER OF CREDIT; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION: AND RELATED MATTERS
15. Business Licenses.
16. Approve Vouchers.
17. Executive Session If Needed.
18. Other Business As May Come Before the Board.

SCHEDULE "1"

NOTICE OF MEETING

DAGGETT COUNTY COMMISSION
NOTICE OF 1998 ANNUAL MEETING SCHEDULE

Daggett County Commission meetings will be held on the first and third Wednesdays of each month for the year of 1998. The meetings will convene at 9:00 A.M. in the Commission Chambers.

Vicky McKee
County Clerk

SCHEDULE "2"

NOTICE OF ANNUAL MEETING

EXHIBIT "B"

FIRST AMENDMENT TO LEASE

[See Transcript Document No. ____]

EXHIBIT "C"

FIRST SUPPLEMENTAL INDENTURE

[See Transcript Document No. ____]