

Res. 2000-10

Tooele, Utah

May 9, 2000

A regular meeting of the Board of County Commissioners of Tooele County, Utah was held on Tues, the 9th day of May, 2000, at the hour of 3:00 p.m., at the regular meeting place of said Board, at which meeting there were present and answering roll call the following members who constituted a quorum:

TERYL HUNSAKER

Chair

GARY GRIFFITH

Commissioner

Commissioner

Also present:

DENNIS D. EWING

County Clerk

Absent:

DENNIS ROCKWELL

COMMISSIONER

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in writing, read in full and pursuant to motion duly made by Commissioner GRIFFITH and seconded by Commissioner HUNSAKER adopted by the following vote:

YEA:

COMMISSIONER GRIFFITH

COMMISSIONER HUNSAKER

NAY:

The resolution was later signed by the Chair and recorded by the County Clerk in the official records of Tooele County, Utah. The resolution is as follows:

RESOLUTION NO. 2000-10

RESOLUTION of the governing body of Tooele County, Utah ("County") approving the Rural Communications System Interlocal Cooperative Agreement; authorizing the execution and delivery of said Interlocal Cooperative Agreement; appointing one representative to the UAC Interlocal Agency, Utah approving the obligation of the County, subject to annual appropriation, to pay to UIA the County's proportionate share of the costs of Equipment described herein; and related matters.

WHEREAS, pursuant to the provisions of the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Cooperation Act"), public agencies, as defined in the Interlocal Cooperation Act ("Public Agencies"), are authorized to enter into contracts and agreements with one another in order to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and to provide the benefit of economies of scale for the overall promotion of the general welfare of the State of Utah; and

WHEREAS, the Interlocal Cooperation Act provides that any power that may be exercised by any Public Agency may be exercised and enjoyed jointly with other Public Agencies pursuant to an agreement duly approved by resolution of the governing body of each of such Public Agencies; and

WHEREAS, various counties (the "Counties") have each expressed commitment to provide broadcast television service to citizens of rural areas located within their respective borders; and

WHEREAS, recent federal mandates require the displacement of rural television transmissions from existing translators located throughout the State of Utah; and

WHEREAS, the respective Boards of County Commissioners of such Counties have determined that the creation of a separate legal entity to provide for the acquisition and installation of new television translator equipment for television translator sites located throughout the State of Utah (the "Equipment") is necessary to continue to provide broadcast television service to residents in rural areas located in the State of Utah and will enhance cultural opportunities for such residents of the Counties; and

WHEREAS, in order to improve local health and the general welfare by providing broadcast television service to residents of rural areas located within Tooele County, the County desires to enter into an interlocal cooperative agreement with the other Counties to provide for the creation of the UAC Interlocal Agency, Utah ("UIA") and the issuance of bonds for the financing or acquisition of said Equipment and related improvements; and

WHEREAS, the County now desires to appoint its representative to the Governing Body of UIA as provided in the Rural Communications System Interlocal Cooperative Agreement (the "Interlocal Agreement"); and

WHEREAS, the County desires to facilitate the financing of the Equipment by UIA by obligating itself, subject to annual appropriation to pay to UIA, if necessary, the County's proportionate share of the costs of the Equipment;

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

Section 1. All actions not inconsistent with the provisions of this resolution heretofore taken by the County are hereby ratified, approved and confirmed.

Section 2. The Interlocal Agreement, in the form presented to this meeting and attached hereto as Exhibit "A", is hereby approved, and the appropriate officers of the County are hereby authorized and directed to execute and deliver the Interlocal Agreement in the form presented to this meeting, their execution constituting conclusive evidence of the County's approval thereof.

Section 3. Teryl Hunsaker is hereby appointed to serve as representative of the County to the Governing Body of UIA to serve for the following initial term:

<u>Name</u>	<u>Term Expiration</u>
Teryl Hunsaker	

pursuant to the Interlocal Agreement.

Section 4. All orders, ordinances and resolutions with respect to this transaction heretofore adopted, or parts thereof, which are in conflict with any of the provisions hereof are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

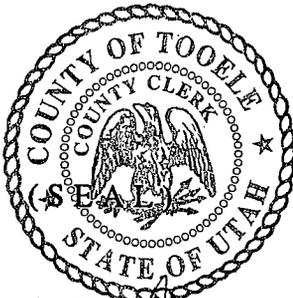
Section 5. If any provision of this resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this resolution and the provisions of this resolution being deemed to be the separate independent and severable act of the governing body of the County.

Section 6. In consideration for its proportionate undivided interest in the Equipment as well as other valuable consideration benefitting the County as a result of its

participation in the Interlocal Agreement, and to the extent permitted by law, the County agrees to assist UIA, if necessary, in financing the costs of the Equipment, and shall take such action as may be necessary or desirable to assure that the final budget submitted to the Board of Commissioners of the County for its consideration contains an appropriation request of money to provide assistance to UIA in an amount of not more than the County's proportionate share of the cost of the Equipment based on the percentages set forth in Exhibit "B". Nothing contained in this resolution shall obligate the Board of Commissioners to appropriate or pay any amounts hereunder and nothing contained herein shall be construed to create a general obligation or other pecuniary liability of the County. The obligation of UIA with respect to the financing of the Equipment shall not be a debt of the County pursuant to any constitutional or statutory debt limitations and no judgment requiring a payment of money may be entered against the County by reason of a failure to appropriate any amount hereunder.

Section 7. Immediately after its adoption, this resolution shall be signed by the appropriate officers of the County, shall be recorded in the official records of the County and shall take immediate effect.

PASSED and approved by the governing body of the County, this 9 day of May, 2000.



ATTEST:

By *Dennis D. Ewing*
DENNIS D. EWING
Its Clerk

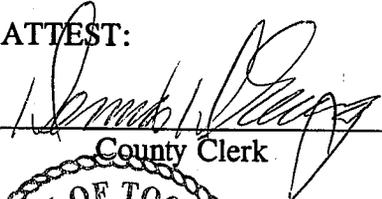
By *Teryl Hunsaker*
TERYL HUNSAKER
Title Chairman

(Here follows other business not pertinent to the above.)

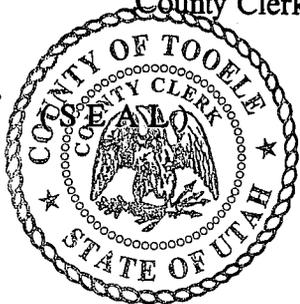
Pursuant to motion duly made and seconded, the Board of County Commissioners of Tooele County, Utah, adjourned.



Chair

ATTEST:


County Clerk



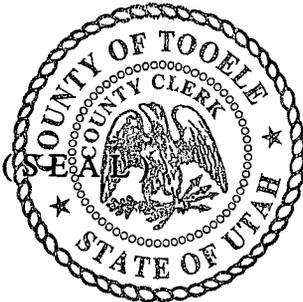
STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

I, Dennis D. Ewing, the undersigned duly qualified and acting County Clerk of Tooele County, Utah (the "County") do hereby certify:

The foregoing pages numbered 1 to 4 both inclusive, are a true and complete copy of the record of proceedings of the County's Board of County Commissioners (the "Board"), had and taken at a lawful meeting of the Board held at the Board's regular meeting place in Tooele, Utah, on the 9 day of May, 2000, commencing at the hour of 3:00 p. m., as recorded in the regular official book of the proceedings of the Board 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.

All members of the Board were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County, this day of May, 2000.





County Clerk

STATE OF UTAH)
) ss. CERTIFICATE OF COMPLIANCE
COUNTY OF TOOELE) WITH OPEN MEETING LAW

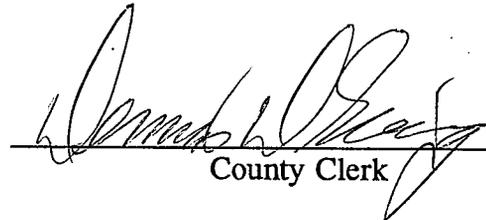
I, Dennis D. Ewing the undersigned duly qualified and acting County Clerk of Tooele County, Utah (the "County") do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the MAY 9, 2000, public meeting held by the County was given as follows:

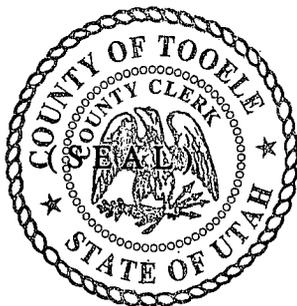
(a) By causing a Notice, in the form attached hereto as Exhibit "C", to be posted at the County's principal offices on MAY 3, 2000, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Exhibit "C", to be delivered to TRANSCRIPT on MAY 3, 2000, at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2000 Annual Meeting Schedule for the County (attached hereto as Exhibit "D") was given specifying the date, time and place of the regular meetings of the County to be held during the year, by causing said Notice to be posted on JANUARY 4, 2000 at the principal office of the County and by causing a copy of said Notice to be provided to at least one newspaper of general circulation within the County on JANUARY 4, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this day of May, 2000.


County Clerk



RURAL COMMUNICATIONS SYSTEM
INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperative Agreement is entered into by

Beaver County, Utah
Box Elder County, Utah
Cache County, Utah
Carbon County, Utah
Daggett County, Utah
Duchesne County, Utah
Emery County, Utah
Garfield County, Utah
Grand County, Utah
Iron County, Utah
Juab County, Utah
Kane County, Utah
Millard County, Utah

Morgan County, Utah
Piute County, Utah
Rich County, Utah
San Juan County, Utah
Sanpete County, Utah
Sevier County, Utah
Summit County, Utah
Tooele County, Utah
Uintah County, Utah
Wasatch County, Utah
Washington County, Utah
Wayne County, Utah
Weber County, Utah

(collectively, the "Members"), each a political subdivision of the State of Utah, as of the ____ day of April, 2000, for the purpose of forming a separate legal entity to more efficiently provide broadcast television service to citizens of rural areas located in the State of Utah.

RECITALS

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), permits local governmental units including cities, counties, and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to create a separate legal entity to more efficiently provide governmental facilities, services and improvements to the general public; and

WHEREAS, the Members are committed to promoting the health and welfare and enhancing the quality of life for their citizens, including those citizens located in rural areas of the State of Utah; and

WHEREAS, the Members are each committed to providing broadcast television service to citizens of rural areas located in the State of Utah; and

WHEREAS, recent federal mandates require the displacement of rural television transmissions from existing translators located in the State of Utah; and

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1. Meanings and Constructions. The terms defined in this section for all purposes of this Interlocal Cooperative Agreement and any amendments hereto, shall have the meanings herein set forth:

- (1) "Act" shall mean the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.
- (2) "Appropriations" shall mean the funds appropriated by the governing board of the Rural Electronic Commerce Communications System Fund to UIA.
- (3) "Board of County Commissioners" shall mean collectively, the Board of County Commissioners of each County.
- (4) "Bonds" shall mean bonds, notes, certificates, debentures, contracts or other evidences of indebtedness or borrowing issued or incurred by UIA pursuant to the Act.
- (5) "Equipment" shall mean the television translator equipment described on Exhibit "A" attached hereto to be (i) acquired for installation on television translator sites located throughout the State of Utah and (ii) owned by UIA.
- (6) "Executive Committee" shall mean the executive committee of UIA.
- (7) "Interlocal Cooperative Agreement" shall mean this Rural Communications System Interlocal Cooperative Agreement and any amendments and supplements hereto.
- (8) "Members" shall mean collectively,

Beaver County, Utah
Box Elder County, Utah
Cache County, Utah
Carbon County, Utah
Daggett County, Utah
Duchesne County, Utah
Emery County, Utah
Garfield County, Utah

Morgan County, Utah
Piute County, Utah
Rich County, Utah
San Juan County, Utah
Sanpete County, Utah
Sevier County, Utah
Summit County, Utah
Tooele County, Utah

This PRELIMINARY OFFICIAL STATEMENT and the information contained herein are subject to completion or amendment. Under no circumstances shall this PRELIMINARY OFFICIAL STATEMENT constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Grand County, Utah
Iron County, Utah
Juab County, Utah
Kane County, Utah
Millard County, Utah

Uintah County, Utah
Wasatch County, Utah
Washington County, Utah
Wayne County, Utah
Weber County, Utah

and their successors.

(9) The term "lease" shall mean any lease or any sublease or any operating or management or similar agreement.

(10) "UIA" shall mean the UAC Interlocal Agency created by this Interlocal Cooperative Agreement pursuant to the Act. UIA is deemed a political subdivision of the State of Utah.

(11) "UIA Board" shall mean the UIA Board which is comprised of one member representative selected by each Member.

Section 1.2. Interpretations. This Interlocal Cooperative Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) definitions include both singular and plural;
- (b) pronouns include both singular and plural and cover both genders;
and
- (c) the captions or headings of this Interlocal Cooperative Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Interlocal Cooperative Agreement.

Section 1.3. Successors. Whenever herein UIA is named or is referred to, such provision shall be deemed to include the successors of UIA, whether so expressed or not.

ARTICLE II

FORMATION AND POWERS OF UIA

Section 2.1. Formation of UIA. The Act provides for the creation of a separate legal entity through the execution and approval by resolution of an agreement among the Members. This Interlocal Cooperative Agreement creates the UAC Interlocal Agency to be known as "UIA". UIA is a separate legal entity and political subdivision under the Act and shall have the power to issue Bonds to help the Members to finance, acquire, construct and install the Equipment. UIA shall be a not-for-profit entity. Any net earnings of UIA (other than those required to retire indebtedness of UIA or to implement any program undertaken by it) will not inure to the benefit of any private person.

Section 2.2. Powers of UIA. UIA shall have the power to:

- (a) own, acquire, construct, install, operate, maintain and repair or cause to be acquired, constructed, installed, operated, maintained and repaired the Equipment and any related facility or improvement;
- (b) borrow money or incur indebtedness, issue Bonds for the purposes for which it was created, assign, pledge or otherwise convey as security for the payment of any such Bonds the revenues and receipts generated by the Equipment, which assignment, pledge or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions;
- (c) sell or contract for the sale of the product of or the service, or other benefits from the Equipment to public agencies within or without the State of Utah on such terms as it deems to be in the best interest of the Members;
- (d) seek Appropriations from the governing board of the Rural Electronic Commerce Communications System Fund and pledge such Appropriations to the payment of debt service on any Bonds issued hereunder; and
- (e) UIA may exercise any power or powers, privileges or authority exercised or capable of exercise by the Members individually, including the power to lease the Equipment to the Members and to pledge the Equipment as security for the payment of any Bonds issued hereunder.

ARTICLE III

GOVERNANCE OF UIA

Section 3.1. Establishment of UIA Board.

UIA shall be governed by the UIA Board. The UIA Board which shall be comprised of one member representative selected by each Member. Each member representative shall serve on the UIA Board until removed for any reason and replaced by the Board of County Commissioners of such Member. The UIA Board shall (i) adopt bylaws that are not in conflict with this Interlocal Cooperative Agreement by a majority vote of the UIA Board, (ii) elect 5 member representatives to the Executive Committee, (iii) authorize the borrowing of money, the incurring of indebtedness, and the issuance of Bonds and (iv) dissolve the UIA pursuant to Section 8.2 of this Interlocal Cooperative Agreement.

Section 3.2. Establishment of Executive Committee of UIA.

The Executive Committee shall be composed of five (5) persons, all five of whom shall be appointed by a majority vote of the UIA Board. The Executive Committee shall administer the affairs of UIA. Each member representative serving on the Executive Committee shall have one vote in any actions taken or proceedings adopted by the Executive Committee. Member representatives of the Executive Committee shall each serve for an initial term beginning the effective date hereof to the first Tuesday of January after the effective date hereof and for a term of two years beginning on the first Tuesday of January after the effective date hereof, provided, however, that the initial term of two appointed member representatives shall expire four years after the first Tuesday of January after the effective date hereof, so that the term of office of at least two appointed member representatives shall expire every two years. The member representatives of the Executive Committee appointed by the UIA Board shall be removable, with or without cause, by a majority vote of the UIA Board. A Chair, Vice Chair and Secretary/Treasurer shall be selected by the Executive Committee in the manner and for such term as shall be described in the UIA bylaws. The Chair, Vice Chair and Secretary/Treasurer shall be members of the Executive Committee.

The Executive Committee shall (i) make and execute contracts and other instruments on behalf of UIA, including agreements with the Members and other entities, (ii) seek Appropriations from the governing board of the Rural Electronic Commerce Communications System Fund and (iii) execute and deliver on behalf of UIA such documents as shall be necessary to provide for the financing of the Equipment.

ARTICLE IV

LIMITATIONS ON UIA

The full faith and credit powers of the Members shall not be pledged directly for payment of any Bonds issued by UIA. None of the Members shall incur any pecuniary liability until they fund or purchase or lease property acquired with the proceeds of the Bonds issued by UIA. Once the Members purchase or lease property from UIA, it shall be obligated to UIA solely for its loan or purchase or lease payments as provided by agreement between UIA and such Members.

ARTICLE V

GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 5.1. Interlocal Agreement to be Kept on File. Each Member covenants that this Interlocal Cooperative Agreement shall be filed with its keeper of records.

Section 5.2. Member Representations. Each Member represents and warrants that it is a political subdivision of the State of Utah and is authorized to enter into the transactions contemplated by this Interlocal Cooperative Agreement and to carry out its obligations hereunder.

Section 5.3. No Litigation Representation. Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which the Member is a party or to which any of its property is subject which if determined adversely to said Member, would individually or in the aggregate (i) affect the validity or the enforceability of this Interlocal Cooperative Agreement, or (ii) otherwise materially adversely affect the ability of the said Member to comply with its obligations under this Interlocal Cooperative Agreement or the transactions contemplated by this Interlocal Cooperative Agreement.

ARTICLE VI

COMMITMENTS BY Members

Section 6.1. Determination of Value of Equipment. The respective Boards of County Commissioners of the Members each hereby determines that the Equipment will prove a valuable asset to its respective constituents and the development thereof is fully consistent with their respective institutional missions and the public interest.

Section 6.2. Security for Financings. To facilitate the financing of the Equipment, the Members each anticipate entering into a lease or other financing arrangement with UIA with respect to the operation and utilization of the Equipment. Although the Members cannot be legally bound beyond their current fiscal year for payments to be made to UIA with respect to the operation and utilization of the Equipment, they nonetheless intend to fund their annually renewable obligations to UIA from certain sales taxes, transient room taxes and other legally available moneys. In addition, the Members will enter into such contracts and agreements as shall be required to provide for the operation, maintenance, and repair of the Equipment and may submit their interest in the Equipment to the securing of any Bonds issued by UIA.

Section 6.3. Members' Ownership Interests. The ownership interests of each Member for purposes of (i) securing proportional payment by each Member on any Bonds issued by UIA in the event of a shortfall in Appropriations and other legally available moneys of UIA which may be available to pay debt service requirements on the Bonds and (ii) distributing assets to each Member upon the termination of this Interlocal Cooperative Agreement and resulting dissolution of UIA, shall be determined on the basis of the most recent population (as determined by the Utah Population Estimates Committee) of each Member as of April 1, 2000.

ARTICLE VII

GRANT OF EMINENT DOMAIN POWER

The Members each hereby grants to UIA its power of eminent domain to accomplish the purposes for which UIA has been created.

ARTICLE VIII

GENERAL PROVISIONS CONCERNING THIS INTERLOCAL COOPERATIVE AGREEMENT

Section 8.1. Operating Budget. The fiscal year of UIA shall end on each December 31. The Executive Committee of UIA shall adopt an annual budget for each fiscal year in compliance with the Uniform Fiscal Procedures Act for Counties, Title 17, Chapter 36, Utah Code Annotated 1953, as amended. Prior to final adoption, the budget shall be approved by the UIA Board, and shall not be effective until so approved.

Section 8.2. Termination of Agreement.

(a) This Interlocal Cooperative Agreement shall be in full force and effect and be legally binding upon the Members only after their execution and approval by resolution by the respective Boards of County Commissioners. Thereafter this Interlocal Cooperative Agreement shall continue as a binding contract and shall not terminate until the later of the date thirty (30) years after the effective date hereof or such later date upon which all Bonds of UIA and other contractual obligations have been retired, but in no event later than the date fifty (50) years after the effective date of this Interlocal Cooperative Agreement.

(b) Upon termination of this Interlocal Cooperative Agreement, title to all assets of UIA upon its dissolution shall revert to the Members in proportion to their commitment to secure payment on any Bonds issued by UIA. The UIA Board is hereby authorized to take such actions as shall be necessary to effectuate the termination of UIA and to dispose of the property of UIA.

Section 8.3. Assignment. None of the Members may assign any interest herein without consent of the other respective parties to this Interlocal Cooperative Agreement and receipt by UIA of an opinion of nationally recognized bond counsel to the effect that such assignment is authorized under the Act and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds, should the interest on the Bonds be excluded from taxation for federal income tax purposes. The terms of this Interlocal Cooperative Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of the Members.

Section 8.4. Counterparts. This Interlocal Cooperative Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original. Each County agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Interlocal Cooperative Agreement.

Section 8.5. Entire Contract. This Interlocal Cooperative Agreement merges and supersedes all prior negotiations, representations and agreements between the Members relating to the subject matter hereof and constitutes the entire contract between the Members concerning the formation and powers of UIA.

Section 8.6. Amendment. This Interlocal Cooperative Agreement shall not be modified or amended except in writing, which shall be signed by a duly authorized representative of each County after the adoption of a resolution by its respective Board of County Commissioners approving the modification or amendment, provided, however, that if UIA has Bonds outstanding, no amendment to this Interlocal Cooperative Agreement may be made which would have a material adverse impact on the bondholders without the prior consent of said bondholders.

Section 8.7. Attorney's Fees. The prevailing party in any litigation to interpret and/or enforce the provisions of this Interlocal Cooperative Agreement shall be entitled to an award of reasonable attorney's fees and costs, in addition to other available relief. Other than is expressly provided in this Interlocal Cooperative Agreement, no breach of this Interlocal Cooperative Agreement shall entitle any party to unilaterally cancel, rescind or terminate this Interlocal Cooperative Agreement; but such limitations shall not affect in any manner any other rights or remedies which either party may have by reason of any such breach.

Section 8.8. Severability. Whenever possible each provision of this Interlocal Cooperative Agreement shall be interpreted in such a manner as to be valid; but, if any provision of this Interlocal Cooperative Agreement shall be held, in a final judicial determination, to be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Interlocal Cooperative Agreement. Notwithstanding the foregoing, however, should such judicially determined invalidity of any provision of this Interlocal Cooperative Agreement frustrate the intended purpose of the Member entities, as expressed herein, such invalidity shall cause this Interlocal Cooperative Agreement to be terminated, with the parties, to the extent possible, to be restored to the status quo as though this Interlocal Cooperative Agreement had not been signed.

Section 8.9. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have caused this Interlocal Cooperative Agreement to be executed by their duly authorized representatives as of the date first written above.

BEAVER COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Beaver County, Utah Attorney

BOX ELDER COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Box Elder County, Utah Attorney

CACHE COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Cache County, Utah Attorney

CARBON COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Carbon County, Utah Attorney

DAGGETT COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Daggett County, Utah Attorney

DUCHESNE COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Duchesne County, Utah Attorney

GRAND COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Grand County, Utah Attorney

IRON COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Iron County, Utah Attorney

JUAB COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Juab County, Utah Attorney

KANE COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Kane County, Utah Attorney

MILLARD COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Millard County, Utah Attorney

MORGAN COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Morgan County, Utah Attorney

PIUTE COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Piute County, Utah Attorney

RICH COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Rich County, Utah Attorney

SAN JUAN COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

**Approved as to form and as compatible
with State law:**

By _____

San Juan County, Utah Attorney

SANPETE COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

**Approved as to form and as compatible
with State law:**

By _____

Sanpete County, Utah Attorney

SEVIER COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Sevier County, Utah Attorney

SUMMIT COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

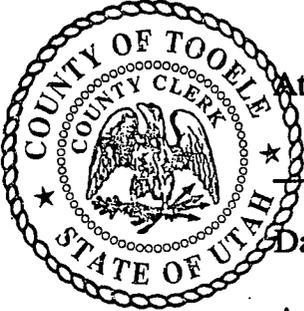
Approved as to form and as compatible
with State law:

By _____

Summit County, Utah Attorney

TOOELE COUNTY, UTAH

By [Signature]
Title County Commission Chair



Attest: [Signature]
Date: _____

Approved as to form and as compatible
with State law:

By [Signature]
Tooele County, Utah Attorney

UINTAH COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____
Uintah County, Utah Attorney

WASATCH COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Wasatch County, Utah Attorney

WASHINGTON COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Washington County, Utah Attorney

WAYNE COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Wayne County, Utah Attorney

WEBER COUNTY, UTAH

By _____

Title _____

Attest:

Date: _____

Approved as to form and as compatible
with State law:

By _____

Weber County, Utah Attorney

EXHIBIT "A"

DESCRIPTION OF EQUIPMENT

EXHIBIT "A"

FORM OF INTERLOCAL AGREEMENT

EXHIBIT "B"

LIABILITY OWNERSHIP OF UIA

Rural Television Interlocal

County	Population	% of Total	Liability/Ownership
Beaver	5,881	1.16%	\$ 42,162.49
Box Elder	41,732	8.24%	\$ 299,188.10
Cache	87,440	17.27%	\$ 626,881.24
Carbon	21,422	4.23%	\$ 153,580.17
Daggett	737	0.15%	\$ 5,283.75
Duchesne	14,381	2.84%	\$ 103,101.32
Emery	10,862	2.15%	\$ 77,872.64
Garfield	4,550	0.90%	\$ 32,620.19
Grand	9,060	1.79%	\$ 64,953.61
Iron	31,518	6.23%	\$ 225,961.15
Juab	8,120	1.60%	\$ 58,214.50
Kane	6,144	1.21%	\$ 44,048.01
Millard	11,959	2.36%	\$ 85,737.34
Morgan	7,262	1.43%	\$ 52,063.26
Piute	1,644	0.32%	\$ 11,786.28
Rich	1,835	0.36%	\$ 13,155.62
San Juan	13,561	2.68%	\$ 97,222.51
Sanpete	21,408	4.23%	\$ 153,479.80
Sevier	18,884	3.73%	\$ 135,384.55
Summit	26,459	5.23%	\$ 189,691.80
Tooele	35,847	7.08%	\$ 256,996.93
Uintah	25,029	4.94%	\$ 179,439.74
Wasatch	13,711	2.71%	\$ 98,297.90
Washington	81,204	16.04%	\$ 582,173.65
Wayne	2,538	0.50%	\$ 18,195.62
Weber	3,000	0.59%	\$ 21,507.82
Total	506,188	100.00%	\$ 3,629,000.00
			\$ 3,629,000.00

EXHIBIT "C"

MEETING NOTICE

TOOELE COUNTY CLERK

TOOELE COUNTY COURTHOUSE

DENNIS D. EWING
Tooele County Clerk

47 South Main Street
Tooele, Utah 84074-2194
(435) 843-3140
FAX (435) 882-7317

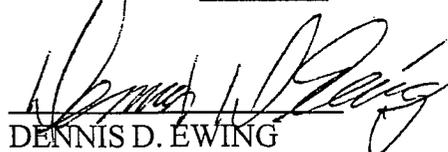
MARILYN K. GILLETTE
Chief, Deputy Clerk

NOTICE AND AGENDA

NOTICE IS HEREBY GIVEN THAT THE TOOELE COUNTY COMMISSION AND THE TOOELE COUNTY HOSPITAL SPECIAL SERVICE DISTRICT WILL HOLD A REGULAR MEETING ON TUESDAY, MAY 9, 2000, AT 3:00 P.M., IN ROOM 310, TOOELE COUNTY COURTHOUSE, 47 SOUTH MAIN STREET, TOOELE, UTAH. THE AGENDA IS:

1. ROLL CALL
2. APPROVAL OF MINUTES OF PREVIOUS MEETING
3. TAX ADJUSTMENTS
4. PERSONNEL ACTIONS
5. APPROVAL OF BILLS
6. DESERET PEAK COMPLEX
7. HOSPITAL SPECIAL SERVICE DISTRICT BUSINESS
8. PUBLIC HEARING: ORDINANCE 2000-11 - NARROWING THE SUNSET ROAD RIGHT-OF-WAY BETWEEN LAKE SHORE DRIVE AND SAGE LANE IN LAKE POINT
9. PUBLIC HEARING: PROPOSED COUNTY OPTION SALES AND USE TAX
10. ORDINANCE 2000-11 - NARROWING THE SUNSET ROAD RIGHT-OF-WAY BETWEEN LAKE SHORE DRIVE AND SAGE LANE IN LAKE POINT
11. RESOLUTION 2000-10 - APPROVING THE RURAL COMMUNICATIONS SYSTEM INTERLOCAL COOPERATIVE AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF SAID INTERLOCAL COOPERATIVE AGREEMENT; APPOINTING ONE REPRESENTATIVE TO THE UAC INTERLOCAL AGENCY, UTAH APPROVING THE OBLIGATION OF THE COUNTY, SUBJECT TO ANNUAL APPROPRIATION, TO PAY TO UIA THE COUNTY'S PROPORTIONATE SHARE OF THE COSTS OF EQUIPMENT DESCRIBED HEREIN; AND RELATED MATTERS
12. REJECTION OF PETITION FOR LAKE POINT INCORPORATION FEASIBILITY STUDY
13. THE PASTURES AT SADDLEBACK - PHASE I
14. CONTRACT REVIEW
 - A) CONTRACT #96-04-06 - CANTEEN CORP FOOD SERVICE AGREEMENT/SHERIFF'S DEPARTMENT
 - B) CONTRACT #98-05-10 - GRAVEL EXTRACTION AGREEMENT - MUNICIPAL BUILDING AUTHORITY AND RED DIAMOND EXCAVATING
15. BOARD APPOINTMENTS
16. PETITIONS, REMONSTRANCES AND COMMUNICATIONS
17. ADJOURN

DATED THIS 3 DAY OF May, 2000


DENNIS D. EWING

TOOELE COUNTY CLERK

PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY DENNIS D. EWING, TOOELE COUNTY CLERK, AT 843-3148 PRIOR TO THE MEETING.

EXHIBIT "D"

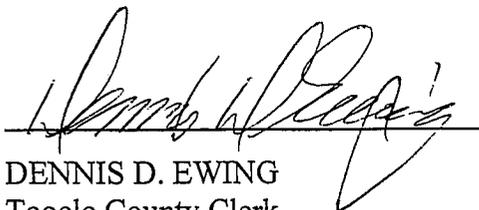
ANNUAL MEETING SCHEDULE

NOTICE OF ANNUAL MEETING

TO THE PUBLIC AND RESIDENTS OF TOOELE COUNTY

The Public is hereby given Notice that the Tooele County Board of Commissioners conducts its regular board of County Commissioners meeting on the first, second, third and fourth Tuesday at 3:00 P.M. of each month at the Tooele County Courthouse, Room 310, 47 South Main Street, Tooele, Utah, unless the location is specifically changed as stated on the agenda. If the meeting date is a legal holiday, then the regularly scheduled meeting will not be held.

DATED THIS 4th DAY OF January, 2000


DENNIS D. EWING
Tooele County Clerk